

Commissioners Court -June 8, 2010  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **8<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**

1	4	Presentation by City of Dripping Springs regarding Harrison Ranch Park. <b>FORD</b>
2	5	Presentation by Plum Creek Watershed Partnership regarding water quality initiatives in the watershed in eastern Hays County and in Caldwell County, and future plans for the Partnership. <b>BARTON</b>

**PUBLIC COMMENTS**

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

**CONSENT ITEMS**

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

3	6	Approve payments of county invoices. <b>HERZOG</b>
4	7-12	Approve Commissioner Court Minutes of May 25, 2010. <b>SUMTER/FRITSCH</b>
5	13-22	Approve specifications for IFB #2010-B14 "Road Improvements/ Hot-Mix Overlay" and authorize purchasing to solicit for bid and advertise. <b>SUMTER/HERZOG/MAIORKA/BORCHERDING</b>
6	23-42	Approve specifications for RFP #2010-P16 "Time Management System" and authorize Purchasing to solicit for proposal and advertise. <b>SUMTER/HERZOG/MAIORKA/TUTTLE</b>
7	43-46	Accept Report to Commissioners Court Identifying OSSF and Flood Plain Permit Administrative Approvals Issued During the Month of May, 2010. <b>SUMTER/SANCHEZ</b>
8	47	Appoint Commissioner Conley as the Hays County representative to the Capital Area Metropolitan Planning Organization, continue the appointment of Commissioner Barton as the alternate and appoint Judge Sumter as an alternate for the June 2010 meeting. <b>CONLEY</b>
9	48-49	Approve budget amendment for District Clerk. <b>SUMTER/ADAIR</b>
10	50-51	Approve budget amendment for District Court Reporters. <b>SUMTER/HERZOG</b>
11	52-66	Authorize the County Judge to approve proposed annual renewal application for the FY 2011 Local Public Health Services Contract between the Texas Department of State Health Services (DSHS) and the Personal Health Department in the amount of \$63,535.00. <b>SUMTER/HARGRAVES</b>

**ACTION ITEMS**

**ROADS**

12	67	Hold a public hearing and take possible action to establish traffic regulations on Fitzhugh Rd East, CR 101. <b>FORD/BORCHERDING</b>
13	68	Discussion and possible action to accept a road dedication of Old Red Ranch Road in the Vista Grande subdivision. <b>FORD</b>

**SUBDIVISIONS**

14	69	Discussion and possible action to consider a variance to OSSF regulations Section 10.1, to allow the future permit of an On-Site Sewage Facility on a 2.51 acre tract located off of RR 12. <b>CONLEY/GARZA</b>
----	----	---

**MISCELLANEOUS**

15	70-82	Discussion and possible action to approve the sale of delinquent tax property held in trust. <b>SUMTER/CARAWAY</b>
16	83-84	Discussion and possible action to appoint Lucy Johnson, Mayor of Kyle to represent Hays County on the Capital Area Regional Transportation Planning Organization (CARTPO). <b>CONLEY/JOHNSON</b>
17	85-88	Discussion and possible action to approve Work Authorizations No. 7 with Klotz Associates, Inc. for professional services for design of drainage works on East Summit Drive. <b>CONLEY/BORCHERDING</b>
18	89-106	Discussion and possible action to authorize the County Judge to execute the Advance Funding Agreement CSJ #0285-03-044 for RM 12 at Hugo Road and Advanced Funding Agreement CSJ #0285-03-045 for RM 12 at Sink Creek. <b>CONLEY</b>
19	107-112	Discussion and possible action to adopt a resolution approving a Hays County membership of the Texas Indigent Health Care Association and amend the budget accordingly. <b>INGALSBE/RODRIGUEZ/HARGRAVES</b>
20	113-115	Discussion and possible action to ratify the County Judge's execution of Closing documents associated with numerous Right of Way (ROW) Acquisition projects; to authorize the County Judge to execute Closing Documents associated with ROW acquisition on FM110 and Dacy Lane; and to amend the Resolution of Commissioners Court June 23, 2009 that addresses County Commissioners' and County Judge's authority to perform ROW acquisition. <b>INGALSBE</b>
21	116	Discussion and possible action to approve the selection of Rolando L. Rios & Associates, PLLC for redistricting of precincts and authorize Commissioners Conley and Ingalsbe to negotiate a contract. <b>INGALSBE/CONLEY</b>
22	117-128	Discussion and possible action to fund proposed building improvements to a county owned facility leased by the LBJ Museum of San Marcos. <b>INGALSBE/CONLEY</b>
23	129-133	Discussion and possible action to approve the purchase of a post hole digger/auger attachment for the skid-steer loader at the RPTP Transportation Division not to exceed \$3,400, and to amend the budget accordingly. <b>INGALSBE</b>
24	134-136	Discussion and possible action to adopt a resolution supporting and requesting the re-designation or dual designation of portions of FM 3407, RM 12, SH 21 and SH 80 by the Texas Department of Transportation and declare an effective date. <b>INGALSBE</b>
25	137-155	Discussion and possible action to accept Hays County Government Center, Change Order #2, a deduction totaling \$43,938 for three electrical changes. <b>INGALSBE</b>
26	156-166	Discussion and possible action to authorize the County Judge to execute an Independent Contractor Agreement for Physician Services with Austin Medical Education Programs and Jason J. Bosco, M.D. <b>BARTON</b>
27	167-185	Discussion and possible action to authorize the County Judge to execute an agreement with J.D. Ramming Paving Co., Ltd for the amount of \$34,001.00 for roadway pavement repairs associated with the Cedar Oak Mesa Water System Improvement Project. <b>CONLEY/HAUFF</b>
28	186-204	Discussion and possible action to authorize the County Judge to execute the Advance Funding Agreement CSJ #1754-02-019 for RM 1826 at Darden Hill Road and Advance Funding Agreement CSJ #1754-02-020 for RM 1826 at FM 967. <b>FORD</b>
29	205-208	Discussion and possible action to authorize the County Judge to submit a letter of request for a Facility Needs Analysis from the Texas Commission on Jail Standards. <b>FORD</b>
30	209-211	Discussion and possible action to accept a Data Reporting Improvement Plan prepared by the Hays County Criminal District Attorney's Office. <b>INGALSBE</b>
31	212-218	Discussion and possible action to authorize the County Judge to sign a Statement of Work from Cold Shower Design for consulting and design services to revamp the County website. <b>FORD/BAEN/CHERNOW/MCGILL/MARQUEZ</b>
32	219-222	Discussion and possible action to authorize the County Judge to submit a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services, Cops Hiring Program (CHP) for support of up to 5 new officers in the Hays County Sheriff's Office. <b>SUMTER/RATLIFF/HAUFF</b>
33	223-224	Discussion and possible action to amend Constable Pct 1 budget. <b>INGALSBE/PETERSON</b>

**WORKSHOP**

34	225	1PM - Hays County Strategic Plan review. <b>SUMTER</b>
----	-----	--

**EXECUTIVE SESSIONS**

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

35	226	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding existing and/or contemplated litigation related to claims by William Montague Jr. Possible action may follow in open Court. <b>SUMTER</b>
36	227	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding a regional shooting sports complex in Hays County. Possible action may follow in open Court. <b>CONLEY/INGALSBE</b>
37	228	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to the Jacob's Well Open Space project. Possible action may follow in open Court. <b>CONLEY</b>
38	229	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding the Interlocal Agreement with the City of San Marcos for the completion of McCarty Lane and FM110. Possible action may follow in open court. <b>SUMTER/INGALSBE</b>

**STANDING AGENDA ITEM**

39	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>
40	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 4<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

**9:00 a.m. Every Tuesday**

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

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

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

**AGENDA ITEM: Presentation by City of Dripping Springs regarding Harrison Ranch Park.**

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

↑ WORKSHOP      ↑ PROCLAMATION      ↑ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: June 8, 2010; 9 a.m.**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: Ford**

**SUMMARY:** Presentation by Dripping Springs Mayor Todd Purcell, city staff and a community partner who simply want to share current development and activities at Harrison Ranch Park, as well as the vision for its future. This is simply an update for the court on how county park bond funds are helping a community preserve its rural ways of life, while providing an entertainment destination for local and hill country neighbors.



## *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:** Presentation by Plum Creek Watershed Partnership regarding water quality initiatives in the watershed in eastern Hays County and in Caldwell County, and future plans for the Partnership.

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

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Nikki Dictson, Program Specialist, Texas AgriLife Extension and Partnership coordinator; and Jeff Barton, Steering Committee member.

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

**SUMMARY:** Plum Creek was placed on the state's List of Impaired Waters in 2004 for exceeding the water quality standard for bacteria and also shows elevated levels nitrates, total ammonia, phosphorous and other particulates. The Watershed Partnership was born in 2005 when the Texas State Soil and Water Conservation Board and Texas AgriLife Extension Service selected Plum Creek as a pilot project for coordinated watershed planning efforts in Texas. A technical advisory committee and steering committee were formed in 2006. Commissioner Barton has represented Hays County on the steering committee since 2007. The steering committee consists of representatives from Buda, Kyle, Niederwald, Uhland, Lockhart and Luling, plus a rep from the San Marcos River Foundation, from local soil and water conservation boards, local business interests, agriculture and landowners, as well as a Hays County commissioner. A number of state agencies provide coordinated support. The group has produced a Plum Creek Watershed Protection Plan, and recently won an award from Envision Central Texas for its efforts. The Partnership has presented to Court before, but it has been some time. Texas AgriLife wants to update the Court about progress and funding.

# *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: 6/8/10**

**AMOUNT REQUIRED: None**

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

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog** *BH*

**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 May 25, 2010**

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

**PREFERRED MEETING DATE REQUESTED: FEBRUARY 23, 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 25<sup>TH</sup> DAY OF MAY A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Jason Bollinger, Riverstone Community Church, gave the invocation and Commissioner Ford led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

#### PRESENTATION OF RETIREMENT GIFT TO ED COOPER

Judge Sumter, Commissioner Barton, Commissioner Ingalsbe, Commissioner Ford, and Commissioner Conley gave their appreciation to Chief Juvenile Probation Officer Ed Cooper for his 37 years of service to Hays County. He was presented with a retirement watch. County Treasurer Michele Tuttle spoke of knowing Mr. Cooper for many years.

#### 27101 ADOPT A PROCLAMATION DECLARING MAY 23<sup>RD</sup> TO THE 29<sup>TH</sup> AS HURRICANE PREPAREDNESS WEEK

Emergency Management Coordinator Jeff Turner spoke of projected hurricane season and need for trained shelter managers. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to adopt a Proclamation declaring May 23<sup>rd</sup> to the 29<sup>th</sup> as Hurricane Preparedness Week. All voting "Aye". MOTION PASSED

#### 27102 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve payments of county invoices in the amount of \$2,426,884.62 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

#### 27103 APPROVE COMMISSIONER COURT MINUTES OF MAY 18, 2010

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve Commissioner Court Minutes of May 18, 2010 as presented by the County Clerk. All voting "Aye". MOTION PASSED

#### 27104 ACCEPT DONATED FUNDS IN THE AMOUNT OF \$500.00 TO THE SHERIFFS OFFICE AND DEPOSIT IN TO LINE ITEM 052-618-00.4610 (CONTRIBUTIONS) AND AMEND THE BUDGET ACCORDINGLY

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to accept donated funds in the amount of \$500 to the Sheriffs Office and deposit in to line item 052-618-00.4610 (contributions) and amend the budget accordingly. All voting "Aye". MOTION PASSED

#### 27105 APPROVE SPECIFICATIONS AND AUTHORIZE PURCHASING TO ADVERTISE RFP #2010-P14, A REQUEST FOR QUALIFICATIONS, FOR A PROFESSIONAL ENERGY AUDIT/ANALYSIS FOR HAYS COUNTY BUILDINGS

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve specifications and authorize purchasing to advertise RFP #2010-P14, a Request for Qualifications, for a Professional Energy Audit/Analysis for Hays County buildings. All voting "Aye". MOTION PASSED



MAY 25, 2010

\*\*\*\*\*

VOLUME U PAGE 351

**27106 APPROVE AMENDMENT TO PURCHASING POLICY TO INCLUDE DEBARRED VENDOR LANGUAGE ON ALL RFP & BID DOCUMENTS**

On April 29<sup>th</sup> Hays County underwent an audit by the Governor's Division of emergency Management, SAA division for federal funds received for emergency management equipment. One of the requirements the County needs to complete is to add the excluded parties, debarred vendor language to the purchasing policy. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve amendment to purchasing policy to include Debarred Vendor language on all RFP & Bid Documents. All voting "Aye". MOTION PASSED

**27107 APPROVE CANCELLATION OF COMMISSIONER'S COURT MEETING FOR JUNE 22, 2010**

Cancellation is being requested due to the South Texas County Judge's and Commissioner's Association Conference being held here in San Marcos. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve cancellation of Commissioner's Court Meeting for June 22, 2010. All voting "Aye". MOTION PASSED

**27108 AUTHORIZE THE COUNTY JUDGE TO SUBMIT AN APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, FROM THE BUREAU OF JUSTICE ASSISTANCE (BJA) FOR FUNDING FROM THE BULLETPROOF VEST PARTNERSHIP (BVP) PROGRAM FOR UP TO \$43,071.00**

This program will provide reimbursement for 50% of the cost of each vest. The total cost of purchase is expected to be \$43,071 for 49 vests, and the matching funds requested will be for \$21,535.50. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to authorize the County Judge to submit an Application to the U.S. Department of Justice, from the Bureau of Justice Assistance (BJA) for funding from the bulletproof vest partnership (BVP) program for up to \$43,071. All voting "Aye". MOTION PASSED

**27109 CALL FOR A PUBLIC HEARING ON JUNE 8, 2010 TO ESTABLISH TRAFFIC REGULATIONS ON FITZHUGH RD EAST, CR 101 [T1-1003]**

Recommendation is to reduce speed limit on a section of Fitzhugh Road east in both directions, between Trautwein Road, CR 185 and Preslar Circle from 40 MPH to 35 MPH. A motion was made by Commissioner Ford, seconded by Commissioner Conley to call for a public hearing on June 8, 2010 to establish traffic regulations on Fitzhugh Road East, CR 101. All voting "Aye". MOTION PASSED

**27110 PARTIAL VACATION AND REPLAT OF LOT 1, CEDAR CREST SUBDIVISION [10-6-3, 2 LOTS] PUBLIC HEARING AND APPROVE FINAL PLAT [T1-254]**

Judge Sumter declared the public hearing open. Caroline Nelson made public comment. Public hearing was closed. Programs Manager Development Services, Clint Garza gave staff recommendation for approval. A motion was made by Commissioner Conley, seconded by Commissioner Ford to approve final plat of a partial vacation and replat of lot 1 Cedar Crest Subdivision. All voting "Aye". MOTION PASSED

**27111 RE-SUBDIVISION OF LOT 63 ROLLING OAKS SUBDIVISION SECTION 3 [10-7-4, 4 LOTS] PUBLIC HEARING AND POSTPONEMENT OF FINAL PLAT APPROVAL [T1-293]**

Judge Sumter declared the public hearing open. Rusty Wallace, Mike Dewane, Gaylon Akers, Efrain Fonseca, and Maggie V. Ortunio spoke in opposition to the resubdivision. Public hearing was closed. Programs Manager Development Services, Clint Garza requested postponement of action today until he receives a digital file. Rolling Oaks Section 3 was originally subdivided in 1969 and at that time there were 65 lots and today there are 127 taxable parcels on the CAD records. Lot 63 is 10.18 acres as platted but has been divided, and sold to the children of the original owner. The property owners were informed a plat is required when they approached the department for an OSSF permit on the proposed "lot 63-B" The proposed configuration will divide the lot into 4 parcels as follows: 63A (2 acres), 63B (2 acres), 63C (3.609 acres), 63D (3.019 acres). All lots will be served by OSSF's and individual water wells. Court discussed water availability study for this area and creation of a homeowners association. No action was taken this date.



- 27112 AUTHORIZE THE PERSONAL HEALTH DEPARTMENT TO TRANSFER FUNDS IN THE AMOUNT OF \$200.00 FROM MEDICAL SUPPLIES TO TRAVEL AND AMEND THE BUDGET ACCORDINGLY [T1-1020]**

Transfer of funds is necessary to reimburse staff for the use of their personal vehicles for county business when the county vehicle is unavailable. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to authorize the Personal Health Department to transfer funds in the amount of \$200 from Medical Supplies to Travel and amend the budget accordingly. All voting "Aye". MOTION PASSED

- 27113 ACCEPT THE CRIMINAL JUSTICE SYSTEM ASSESSMENT AND JAIL POPULATION STUDY FOR HAYS COUNTY FINAL REPORT, PREPARED FOR HAYS COUNTY BY MGT OF AMERICA [T1-1391]**

Judge Sumter gave her opposition to the study. Allen Aulick (MGT) spoke of study that was done. Commissioner Barton and Commissioner Conley spoke in support of the study. Commissioner Ingalsbe spoke of possible jail expansion and need to address concerns. Commissioner Ford recommended asking state jail standards to update their report – she wanted the record to reflect that she does not accept every item in this report. A motion was made by Commissioner Barton, seconded by Commissioner Conley to accept the Criminal Justice System Assessment and Jail Population Study for Hays County Final Report prepared for Hays County by MGT of America. Commissioner Ingalsbe, Commissioner Barton, Commissioner Conley, and Commissioner Ford voting "Aye". Judge Sumter voting "No". MOTION PASSED Commissioner Barton spoke of need for an independent voice for implementation.

- 27114 REPLACE THE COUNTY JUDGE ON THE CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION AND APPOINT COMMISSIONER CONLEY [T1-3102]**

Members of the court thank Judge Sumter for her representation on the CAMPO Board. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to replace the County Judge on the Capital Area Metropolitan Planning Organization and Appoint Commissioner Conley and retain Commissioner Barton as the alternate effective June 1, 2010. All voting "Aye". MOTION PASSED

- 27115 APPOINT A CHAIR FOR EACH STANDING COMMITTEE TO BE GIVEN THE AUTHORITY TO DETERMINE SCHEDULING, DIRECTION AND APPROPRIATE TIMES WHEN THE COMMITTEE WILL BRING ISSUES BEFORE THE COURT [T1-]**

Commissioner Conley proposes that the following committees are formed with the appointed chair of those committees given exclusive primary authority to determine scheduling, direction and appropriate times when the committee will bring issues before the court:

- (1) Government Center Committee Chair is Commissioner Ingalsbe,
- (2) Change Jail Facilities Committee to Law Enforcement Facility Committee (which includes all business in regards to the Sheriff's Office) Chair is Commissioner Conley,
- (3) Pct. 2 Building Committee Chair is Commissioner Barton,
- (4) RPTP Committee Chair is Judge Sumter,
- (5) Justice Evaluation and Reform Committee Chair is Commissioner Barton, and
- (6) RHCP (Habitat Conservation) Committee Chair is Commissioner Ford

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to appoint a Chair for each standing committee as proposed by Commissioner Conley to be given the primary authority to determine scheduling, direction and appropriate times when the committee will bring issues before the court. All voting "Aye". MOTION PASSED

- 27116 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH MISSION CRITICAL, INC. FOR AN ASSESSMENT OF THE 911 COMMUNICATION SYSTEMS WITHIN HAYS COUNTY [T2-38]**

County Auditor Bill Herzog recommended funding this service from the countywide consultant line item (001-645-00.5448) in the amount of \$49,950. Special Counsel Mark Kennedy spoke of his review of the agreement and changes made. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Professional Services Agreement with Mission Critical, Inc. for an assessment of the 911 Communication Systems within Hays County. All voting "Aye". MOTION PASSED



MAY 25, 2010

\*\*\*\*\*

VOLUME U PAGE 353

**27117 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A STANDARD PROFESSIONAL SERVICE AGREEMENT WITH TOM FRANKE FOR SELECTIVE ASSISTANCE IN PLAN REVIEW AND AMEND THE BUDGET ACCORDINGLY [T1-1042]**

RPTP Director Jerry Borcharding advised that development plans are being submitted that require extensive review by an engineer or EIT with specific experience in researching, studying, and resolving difficult drainage issues. The complexity of the drainage issues at hand require that the plans be reviewed at a level far above our usual effort and is critical to insuring that property owners downstream of the development are protected. Jimmy Skipton made public comment. A motion was made by Commissioner Ford, seconded by Commissioner Barton to authorize the County Judge to execute a standard Professional Service Agreement with Tom Franke for selective assistance in plan review and amend the budget accordingly in an amount not to exceed \$7500. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED

**27118 PURCHASE A CHECK PRINTER FOR THE TREASURERS OFFICE [T1-1025]**

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to purchase a check printer for the Treasurer's Office. All voting "Aye". MOTION PASSED

**27119 ALLOCATE \$2,500 IN DISCRETIONARY FUNDS TO PALS (PREVENT A LITTER) TO HOST A THIRD SPAY AND NEUTER CLINIC AND AMEND THE BUDGET ACCORDINGLY [T2-204]**

\$7,500 was budgeted for PALS [Prevent A Litter] for three clinics, but only \$5,000 was allocated to them initially for two clinics. PALS Director Sharri Boyett advised that they have successfully performed two spay and neuter clinics and she is here to request the remaining funds for a third clinic as requested by the court. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to allocate the \$2,500 in discretionary funds to PALS that was set aside to host a third spay and neuter clinic and amend the budget accordingly. All voting "Aye". MOTION PASSED

**27120 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE SUBSCRIPTION PLAN AMENDMENT WITH LEXISNEXIS FOR THE HAYS COUNTY CRIMINAL DISTRICT ATTORNEY'S OFFICE FOR THE USE OF LEGAL RESEARCH SOFTWARE [T2-315]**

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to authorize the County Judge to execute the Subscription Plan Amendment with LexisNexis for the Hays County Criminal District Attorney's Office for the use of the legal research software. All voting "Aye". MOTION PASSED

**27121 RECOGNIZE THE CONVEYANCE OF A 50.14 ACRE TRACT FROM THE HAYS COUNTY PARKS FOUNDATION, INC. TO THE CITY OF KYLE, FOR RECREATIONAL PUBLIC USE [T2-330]**

Dale Linebarger donated this tract of land to the Hays Education Foundation which was then purchased by the Hays County Parks Foundation, Inc. using Hays County Park Grant Funds to hold for the City of Kyle to use as matching funds as the City applied for additional grants. The City of Kyle has successfully secured a \$500,000 grant from the Texas Parks and Wildlife Department using the Linebarger tract as matching funds. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to recognize the conveyance of a 50.14 acre tract from the Hays County Parks Foundation, Inc. to the City of Kyle, for recreational public use. All voting "Aye". MOTION PASSED

**Clerk's Note: Agenda Item #23 RE: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINCT OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS was Pulled.**

**Clerk's Note: Agenda Item #24 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR was PULLED.**





Court was adjourned.

---

I, LINDA C. FRITSCHER, 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 MAY 25, 2010.



LINDA C. FRITSCHER, 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: Approve specifications for IFB #2010-B14 "Road Improvements/ Hot-Mix Overlay" and authorize purchasing to solicit for bid and advertise.**

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

**PREFERRED MEETING DATE REQUESTED: June 8, 2010**

**AMOUNT REQUIRED: N/A**

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

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

**SPONSORED BY: Sumter**

**SUMMARY: See attached specifications**

**SPECIFICATIONS FOR ROAD IMPROVEMENTS**  
**HOT-MIX OVERLAY (FY10-A)**

**BID #2010-B14**  
**HAYS COUNTY, TEXAS**

**1. GENERAL CONDITIONS**

Bids are solicited for furnishing the services set forth in this Invitation for Bid. Completed bids must be received in the Purchasing Office before 2:00 p.m. on the "opening date". All bids must be in a sealed envelope clearly marked in the lower left hand corner with the bid number, bid title and opening date. Mail bids: to Hays County Purchasing Office, 111 E. San Antonio St., Suite 101, San Marcos, Texas 78666. By submitting a bid, vendor hereby agrees to all of terms and provisions of the bid specifications.

Bids received in the County purchasing Office after submission deadline shall be returned unopened and will be considered void and unaccepted. Hays County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in the purchasing office shall be the official time of receipt. **Hays County does not accept fax bids.**

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity.

The bidder agrees if this is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be thirty (30) calendar days unless a different period is noted by bidder.

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

**Invoices shall be sent directly to the Hays County Auditor, 111 E. San Antonio St., Suite 100, San Marcos, Texas 78666, and attn: Accounts Payable. Payments will be processed after notification that all services have been satisfactory and no unauthorized services have been received.**

Hays County terms are net 30 days from invoice date.

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price
- Special needs and requirements of Hays County
- Vendor's past performance record with Hays County
- Hays County's evaluation of vendor's ability

If bid is accepted and approved by Commissioners' Court then this bid becomes the contract and there are oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change order.

The County is tax exempt; therefore tax shall not be included in this offer.

Any contract awarded pursuant to this IFB shall be contingent on sufficient funding and authority being made and available in each fiscal period by the approval of Commissioners' Court. If sufficient funding or authority is not made available, the contract shall become null and void.

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

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

No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any county employee. Only those communications that are in writing from the Purchasing Office shall be considered as a duly authorized expression on behalf of the County.

All bidders will be required to furnish proof of insurance for worker's Compensation, auto liability and general liability before any work may begin and shall remain in effect during the life of the contract.

If bidder does not wish to submit a bid at this time, but desires to remain on the bidder's list, please submit a "NO BID" by the same time and at the same location as specified in this IFB. Hays County is always very conscious and extremely appreciative of the time and effort you must expend to submit a bid. We would appreciate you indicating on any "NO BID" response the reason for submitting a no bid.

This contract shall remain in effect until contract expires or is in default. Either party may terminate this contract with a forty-five (45) day written notice to the other party prior to cancellation. The termination notice must state the reason(s) for such cancellation. The County reserves the right to terminate the contract immediately in the event the successful bidder fails to perform in accordance with the accepted IFB.

Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct deficiencies.

This contract will be immediately canceled if it is found by the commissioners' Court that its continued performance endangers the citizens, personnel, property of Hays County or the environment.

The vendor shall make himself familiar with and at all times shall observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the conduct of the work and shall indemnify and save harmless the County of Hays and its representatives against any claims arising.

**References:**

Bidder will supply the name and an address of representatives where it has performed this service in the past or is now under contract for such services of the same and who may be contacted for references and performance history. The list of references will include company name, address, phone number, representative's number.

**Experience:**

Bidder certifies that it has a minimum of three (3) years experience in this field and projects of this size.

**Insurance and Liability**

During the period of this contract, successful bidder will maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, successful bidder will:

- Name the County as additional insured/or an insured, as its interest may appear
- Provide the County with a thirty (30) day advance written notice of cancellation or material change to said insurance
- Provide the Purchasing Office a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of contract award, and at least annually thereafter in the event this contract is renewed

Required coverage is as follows: (a) worker's compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than \$1 million; (c) commercial liability, including products and completed operations and contractual liability, with a combined single limit of \$2,000,000 per occurrence; and (d) excess liability insurance with limits not less than \$5 million.

**Pre-Bid Conference:**

**There will be a pre-bid conference held June 17, 2010 at 3:00 p.m. at the Hays County Road Department, 2171 Yarrington Road, San Marcos, Texas 78666. If you have any questions please call the Purchasing Office at 512-393-2273.**

**Specifications:**

Specification Item 340 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern on this project. Type D mix is specified.

**Preparation for Paving:**

All site preparations for paving will be the responsibility of Hays County except for projects requiring milling.

**Paving Operations:**

If excessive numbers of base failures occur during paving operations, lighter rollers shall be used as determined by the Hays County Representative on-site.

**Post-Paving Cleanup**

All post-paving clean-up will be the responsibility of the Contractor.

**Traffic Control/Safety Operations:**

Safety warning signage, flagger operations, and traffic control shall be the responsibility of the Contractor and shall meet TxDOT standards.

Contractor supplied temporary reflective centerline tabs are to be placed after each day's operation.

**Scheduling**

All paving operations shall be scheduled through the Hays County Road and Bridge Department.

Hays County Road Department shall be notified 2 weeks prior to start date of each named roadway.

**All named roadways shall be completed no later than August 31, 2010.**

**Notification Along Residential Streets:**

Two days prior to paving the Contractor shall notify residents of upcoming operations, giving instructions regarding moving vehicles out of the area of operations.

**Project Description:**

**Budgeted Paving Projects to be bid as one lump sum:**

1. Creeks Landing (2 residential streets off Goforth Rd, Kyle, Texas):
  - a. Approx. 4,006' x 22' x 2"
2. Meadow Woods/Village at Meadow Woods (multiple residential streets off FM 150, Kyle, Texas)
  - a. Approx. 13,475' x 22' x 2"
3. Fischer Store Rd (off FM 2325, Wimberley, Texas)
  - a. Approx. 8,723' x 20' x 2"
4. Flite Acres Road (off FM 3237, Wimberley, Texas)
  - a. Approx. 16,738' x 20' x 2"
5. Meadow Oaks (multiple residential streets off SH 290, Dripping Springs, Texas)
  - a. Approx. 11,799' x 22' x 2"
  - b. Contractor is responsible for milling 2" at curb, tapered 0"-7' toward crown.
6. Repair approaches and pave between railroad tracks at McCarty Lane, Wonder World Drive, and Posey Road--- All locations are in San Marcos---Coordination with Railroad will be required. Work to include removal of existing of "fillets" and paving to provide a smooth transition onto and off-of the tracks (approx. 75' from tracks).
7. All projects are expected to require 5% - 10% "level-up" material. Bid level-up as a separate line item.

(Reference general location map attached)

**Unbudgeted Paving Projects to be bid as individual, separate projects:**

1. None

**Bidding Instructions:**

1. Bid all budgeted paving projects as one lump-sum.
2. Bid unbudgeted paving projects as individual, separate projects.

**Bids shall be returned to the Hays County Purchasing Office located at 111 E. San Antonio St, Suite 101, San Marcos, Texas 78666, Thursday, June 24, 2010 no later than 2:00 p.m.**

**BID SHEET**  
**BID #2010-B14**

**ROAD IMPROVEMENTS/HOT-MIX OVERLAY**

**Bid due: Thursday, June 24, 2010 no later than 2:00 p.m.**

**(Submit bid pricing as cost per ton for total tonnage of all locations combined)**

**Bid Price for Budgeted Projects:**

**\$ \_\_\_\_\_ per ton (Paving tonnage)**

**Total Paving tonnage estimate \_\_\_\_\_**

**Estimate 5% - 10% Level-Up tonnage**

**\$ \_\_\_\_\_ per ton (Level-up tonnage)**

**Bid Price for Unbudgeted Projects:**

**1. none**

**The undersigned by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, specifications and the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agree to the terms herein.**

\_\_\_\_\_  
**(Signature of person authorized to sign bid)**

\_\_\_\_\_  
**(Printed name and title of signer)**

\_\_\_\_\_  
**(Date)**



## **Conflict of Interest Disclosure**

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

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

The new law applies to:

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

The forms for reporting are available at [www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

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

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

Hays County Clerk  
137 Guadalupe Street  
San Marcos, Texas 78666

**Vendor/Bidder's Affirmation**

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

\_\_\_\_\_ Does not own taxable property in Hays County.

\_\_\_\_\_ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County.

\_\_\_\_\_  
**Name of Contracting Company**

\_\_\_\_\_  
**Contact Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip Code**

\_\_\_\_\_  
**Signature of Company Official Authorizing Bid/Offer**

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

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**E-mail address**

**Amendment**

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

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

VENDOR

HAYS COUNTY

BY: \_\_\_\_\_ BY \_\_\_\_\_  
AUTHORIZED AGENT COUNTY JUDGE

ATTEST: \_\_\_\_\_  
Linda Fritsche, Hays County Clerk

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

**Road Improvements/Hot Mix Overlay  
Bid #2010-B14**

**\*CONTRACT\***

**STATE OF TEXAS  
COUNTY OF HAYS**

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

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

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

**WITNESSETH**

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

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

**Prior Agreements Superseded**

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Approve specifications for RFP #2010-P16 "Time Management System" and authorize Purchasing to solicit for proposal and advertise.**

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

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Herzog/Maiorka/Tuttle

**SPONSORED BY:** Sumter

**SUMMARY:** see attached specifications

# **RFP #2010-P16**

## **Time Management System**

### **PURPOSE OF REQUEST FOR PROPOSAL**

The County of Hays is seeking a Time Management System solution that will automate Timekeeping. The system may also provide Access Control, and Video Imaging/Badge-Making in one integrated solution for all of Hays County's departments. The County is actively searching for a solution that will initially accommodate **820 FTE** employees. It is our intent to have the solution initially piloted within select departments within Hays County and interfaced with the Treasurer's Office current financial software (New World Systems) with expansion to appropriate Hays County departments on a department- by- department basis. In selecting the solution, Hays County will place considerable weight on the ability of a Time Management System solution that has successfully operated in a county government setting that includes public safety, and county-wide administration.

Hays County wants the ability for county employees to clock in and out from any networked PC using internet explorer, and needs the ability for proximity readers for departments that may utilize employee badges as well as biometrics devices. The proposed solution must display flexibility in integrating with existing systems. Hays County requests proposals that should provide detailed information on system software, hardware, associated implementation, maintenance services, expandability, and costs for full implementation. The county is seeking a firm that can deliver a turnkey system meeting all of the functional needs for the Time Management System. For the purposes of this Proposal, the term "turnkey" has Bidder accepting complete responsibility for the proposed solution, delivery, installation, testing, training, and documentation of the entire system for Hays County.

**INSTRUCTIONS/TERMS OF CONTRACT:**

**SUBMISSION OF PROPOSALS/BIDS:** complete sets of all proposals/bid documents shall be sealed and submitted as offerer's response to:

Hays County Purchasing  
Cindy Maiorka, CPPB, Purchasing Manager  
111 E. San Antonio Street, Suite 101  
San Marcos, Texas 78666

**Sealed proposals/bids shall be received no later than 2:00 PM Wednesday, June 30, 2010**

**Mark sealed envelope in lower left hand corner with due date, proposal/bid number and name.**

**LATE PROPOSALS/BIDS:** proposals/bids received in the County Purchasing Office after submission deadline will be considered void and unacceptable. Hays County is not responsible for lateness or non-delivery of mail, carrier, etc, and the date/time stamp in the Purchasing Office shall be the official time of receipt.

**ALL PROPOSALS/BIDS MUST BE RECEIVED IN THE COUNTY PURCHASING OFFICE BEFORE THE DESIGNATED DUE DATE AND TIME.**

**PROPOSAL/BID SHALL INCLUDE:** This RFP/IFB and all additional documents submitted. Each proposal/bid shall be placed in a sealed envelope and marked clearly on the outside as directed in the Invitation. **Facsimile transmittals or electronic proposals/bids shall not be accepted.**

The enclosed Request for Proposal/Invitation to Bid and accompanying specifications are for your convenience in submitting an offer for the enclosed referenced products and/or services for Hays County.

Hays County appreciates your time and effort in preparing this proposal/bid. Please note that all proposals/bids must be in the hands of the County Purchasing Manager at the designated location no later than the deadline shown. Proposals/bids received after the deadline will not be considered for the award of the contract, and shall be considered void and unacceptable. You are invited to attend.

If you do not wish to submit a proposal/bid at this time, but wish to remain on the vendor list for this commodity, please submit a "NO OFFER" by the same time and at the same location as stated for bidding. If a response is not received in the form of a "PROPOSAL", "BID", or "NO OFFER" you shall be removed from the vendor list. For your convenience, "NO OFFER'S" are acceptable by fax. If you wish to be removed from the vendor list, or changed and/or added to the vendor list for another commodity, please let us know. Include as much of the following information as possible when making such a request: Company name, representative, address, phone, fax and commodity and/or services provided.

Awards are usually made in the regular session of the Hays County Commissioners' Court, which follows the bid/proposal opening. Results will be sent to those who took their time to bid.

**IT IS UNDERSTOOD** that the Commissioners' Court of Hays County, Texas reserves the right to reject any or all proposals/bids as it shall deem to be in the best interest of Hays County. Receipt of any proposals/bids shall under no circumstances obligate Hays County to accept the lowest dollar proposal. The award of the contract shall be made to the responsible offerer whose proposal is determined to be the lowest evaluated offer resulting from negotiation, taking into consideration the relative importance of price and the other evaluation factors set forth in the request for proposal. Hays County also reserves the right to award all or part of a proposal unless otherwise stated in the specifications.

**FUNDING:** Funds for payment have been provided through the Hays County budget approved by the Commissioners' Court for the fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Hays County fiscal year shall be subject to budget.

**ALTERING PROPOSALS:** Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the proposal/bid, guaranteeing authenticity.



**WITHDRAWAL OF PROPOSAL/BID:** a proposal/bid may not be withdrawn or canceled by the offerer without the permission of the county for a period of ninety (90) days following the date designated for the opening of proposals/bids, and offerer so agrees upon submittal of their proposal/bid. Proposals/bids may be withdrawn at any time prior to the official opening by notifying the Hays County Purchasing Office in writing.

**PROPOSALS WILL BE** received and publicly acknowledged at the location, date and time stated in this specification. Offerers, their representatives and interested persons may be present. The proposals shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and kept secret during negotiations. However, all proposals shall be open for public inspection after the contract is awarded except for trade secrets and confidential information in the proposal and identified by offerer as such.

**PERMITS:** all construction related permits, fees, and licenses required by any government entity or agency are the responsibility of the offerer and shall be part of the proposal/bid.

**SALES TAX:** Hays County is exempt by law from payment of Texas Sales Tax and Federal Excise Tax therefore the proposal/bid shall not include sales tax. Tax exemption certificates will be executed by the Hays County Purchasing Office.

**CONTRACT:** this proposal/bid, accompanying documents, and any negotiated terms, when properly accepted by Hays County, shall constitute a contract equally binding between the successful offerer and Hays County. No different or additional terms will become a part of the contract with the exception of change orders.

**CHANGE ORDERS:** no oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All change orders to the contract will be made in writing to the Hays County Purchasing Office and then submitted to the Hays County Commissioners' Court for approval. No item, service, etc. on change orders **shall be** acted upon before it has been approved and recorded by the Hays County Commissioners' Court.

**CONFLICT OF INTEREST:** no public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. **A NEW STATE LAW (CHAPTER 176 OF THE LOCAL GOVERNMENT CODE) REQUIRES THE FILING OF CONFLICT OF INTEREST QUESTIONNAIRES BY CERTAIN INDIVIDUALS AND BUSINESSES.**

**ETHICS:** the offerer shall not offer or accept gifts or anything of value, nor enter into any business arrangement with any employee, official or agent of Hays County.

**EXCEPTION/SUBSTITUTIONS:** all proposals/bids meeting the intent of this request for proposal will be considered for negotiations. Offerers taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. If offering other than specification, offerer must certify article offered is equivalent to specifications. When offering other than specified brand, offerer shall submit as part of the RFP, specifications, illustrations, and complete descriptive literature. The absence of such a list shall indicate that the offerer has not taken exceptions and the offerer shall be responsible for performing in strict accordance with the specifications of the RFP/ITB. Hays County Commissioners' court reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the County.

**DESCRIPTIONS:** whenever an article or material is defined or used in the RFP/ITB specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Proposals/Bid must be submitted on units of quantity specified, extend, and show total. In the event of discrepancies in extension, the unit prices shall govern.

**ADDENDUM:** any interpretations, corrections or changes to this RFP/ITB and specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court and the Purchasing Office. Addendum will be mailed or faxed to all that are known to have received a copy of the RFP/ITB. Offerers shall acknowledge receipt of all addenda. All questions pertaining to specifications must be submitted in writing to the Hays County Treasurer **NO LATER** than Wednesday, June 16, 2010. A final addendum will be issued June 23, 2010 if needed.

**PROPOSAL/BID MUST COMPLY** with all federal, state, county and local laws concerning the type of article and/or services being offered.

**DESIGN, STRENGTH, QUALITY** of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.

**ALL HARDWARE, OR ANY OTHER ITEM** offered in this proposal must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERERS:** prospective offerer must affirmatively demonstrate offerer's responsibility. A prospective offerer must meet the following requirements:

1. have adequate financial resources, or the ability to obtain such resources as required;
2. be able to comply with the required or proposed delivery schedule;
3. have a satisfactory record of performance;
4. have a satisfactory record of integrity and ethics;
5. be otherwise qualified and eligible to receive an award

Hays County may request representation and other information sufficient to determine offerer's ability to meet the minimum standards listed above.

**FACTORS IN AWARD:** proposals/bids will be based on, but not limited to, the following factors: unit price, total bid price, delivery date, results or any testing or demonstrations, special needs of Hays County, prior experience with this or similar products or services, vendor reputation, vendor's past performance record with Hays County or other counties, an evaluation of the bidder's ability, estimated cost of supplies and/or maintenance, warranty terms, ability to integrate with equipment already owned by the County, and estimated surplus values. In general, Hays County will award an agreement or contract to the bidder whom, in the judgment of the Hays County Commissioners' Court, is best able to provide the product or services most likely to satisfy the needs of the County, allowing the County optimum value for the public funds expended. By state law, Hays County is bound to purchase from the responsible bidder who submits the lowest and/or best bid.

**COPIES:** Two (2) hard copies of proposal must be submitted. In addition, a copy of the RFP and any spreadsheet containing the schedules in word or Excel format must be provided on a compact disc.

**COSTS TO PREPARE PROPOSAL:** Hays County will not reimburse suppliers for any costs they might incur in replying to this RFP or for any oral presentation.

**REFERENCES:** Hays County requests offerer to submit, with this RFP/ITB, a list of references (listing name, mailing address, and telephone number), of at least three (3) and not to exceed five (5) in number, who can attest to the ability of the proposal offerer to perform under the contract being bid. Proposal/Bid offerer is also requested to supply a complete list of customers from the past four years that he has performed the same or similar service he is offering as part of this RFP. References provided shall be other county government entities when possible.

**OFFERER SHALL PROVIDE** with this proposal/bid response, all documentation required by this RFP/ITB. Failure to provide this information may result in rejection of proposal/bid.

**SUCCESSFUL OFFERER SHALL** defend, indemnify and save harmless Hays County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any persons, or property on account of any negligent act or fault of the successful offerer, or of any agent, employee subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful offerer shall pay any judgment with costs, which may be obtained, against Hays County growing out of such injury or damages.

**TERMINATION OF CONTRACT:** this contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or performance of services ordered or until terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful offerer must state therein the reasons for such cancellation. Hays County reserves the right to award canceled contract to next best offerer as it deems to be in the best interest of the County.

**TERMINATION FOR DEFAULT:** Hays County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default of this contract. Hays County reserves the right to terminate the contract immediately in the event the successful offerer fails to:

1. Meet delivery or completion schedules;

2. Otherwise perform in accordance with the accepted proposal.

Breach of contract or default authorizes the County to award to another offerer, purchase elsewhere and charge the full increase in cost to the defaulting offerer.

**REPRESENTATIVE SUBMITTING OFFER:** affirms that they are duly authorized to execute this contract, that this company, corporation, firm partnership or individual has not prepared this bid in collusion with any other bidder, unless clearly outlined, and further affirms that the contents hereof have not been communicated by the undersigned or by any employee or agent to any other bidder or to any other persons engaged in this type of business prior to the official opening of this offer. And further, that the manager, secretary or other agent or officer signing this bid is not and has not been for the past six months directly nor indirectly concerned in any pool or agreement or combination to control the price of supplies, services or equipment bid on, or to influence any person to bid or not to bid thereon.

The undersigned declares that the amount and nature of the materials to be furnished is understood and that the nature of this offer is in strict accordance with the conditions set forth in this document and is a part of the proposal, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after the bids are opened.

**PATENTS/COPYRIGHTS:** the successful offerer agrees to protect Hays County from claims involving infringements of patents and/or copyrights.

**CONTRACT ADMINISTRATOR:** the contract administrator, Purchasing Manager, will serve as the liaison between the Hays County Commissioners' Court & affected Hays County departments and the successful offerer. Other than specific questions directed in writing to the Hays County Treasurer, offerer shall consider no one but the contract administrator authorized to communicate, by any means, information or suggestions regarding or resembling this RFP through out the proposal process. The contract administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Vendors will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.

**TESTING:** testing and/or samples may be requested by Hays County prior to proposal award. Any sample that fails testing may be considered as not complying with County's specifications and such a situation will be sufficient reason to reject an offer. Samples and/or testing, when required, shall be furnished free of expense to the County.

#### **ORAL PRESENTATION:**

Based on Hays County, Texas's initial evaluation of the proposals received, Hays County, Texas reserves the right to request an oral presentation and/or demonstration by the supplier. Suppliers should be prepared to discuss all aspects of their proposals in detail. More than one presentation may be required. Date and time of presentation will be mutually agreed upon. Hays County reserves the right to request additional written follow-up information confirming statements made in the any oral presentation.

**PURCHASE ORDERS:** Hays County shall generate a purchase order(s) to the successful offer(s). The purchase order number must appear on all itemized invoices and packing slips. Hays County will not be held responsible for any orders placed/delivered without a valid current purchase order approved by the Hays County Purchasing Office.

**INVOICES** must show all information as stated above, and will be issued for each purchase order and shall be directed to the Hays County Auditor's Office located at 111 E. San Antonio Street, Suite 100, San Marcos, Texas 78666.

**PAYMENTS** are processed upon receipt of invoice and after the Contract Administrator has determined that the items have been received in good condition, that all terms have been met, and that no unauthorized substitutions have been made. All payments must be approved in the regular meetings of the Commissioners' Court, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code. The Hays County Commissioners' Court meets in regular session every Tuesday of each month. Invoices shall be sent directly to the Hays County Auditor's, 111 E. San Antonio Street, Suite 100, San Marcos, Texas 78666, and Attn: Accounts Payable. Payments will be processed after notification that all services have been satisfactory and no unauthorized services have been received. Hays County terms are net 30 days from invoice date.

**EQUIPMENT/SERVICES** supplied under this contract shall be subject to the county's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful offerer within one (1) week after notification at

no expense to the county. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the county for disposition.

**WARRANTY:** successful offerer shall warrant that all equipment/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

**REMEDIES:** the successful offerer and Hays County agree that both parties have all rights, duties, and remedies available as stated in the uniform Commercial Code.

**VENUE:** this agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Hays County, Texas.

**ASSIGNMENT:** the successful offerer shall not sell, assign, transfer or convey any contract resulting from this RFP/Bid, in whole or in part, without the prior written consent of Hays County.

**SILENCE OF SPECIFICATION:** the apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

**ANY QUESTIONS** relating to this Request for Proposal and Specifications shall be directed to Cindy Maiorka, CPPB, Purchasing Manager, 512-393-2273 or [cindym@co.hays.tx.us](mailto:cindym@co.hays.tx.us) . Questions regarding the desired system, its function or use and the desired IT infrastructure, its function or use may be directed to Michele Tuttle, Hays County Treasurer via email: [michele@co.hays.tx.us](mailto:michele@co.hays.tx.us)

## **GENERAL TERMS AND CONDITIONS**

1. **QUOTE FOB DESTINATION.** If otherwise, show exact cost to deliver. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT price shall govern. Bids subjected to unlimited price increase will not be considered or if considered the provision for unlimited price increase is void and the initial price shall be the maximum price.
2. **BIDS MUST** give full company name and address of the bidder. Failure to manually sign bid will disqualify bid. Person signing should have **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT**.
3. **BID SECURITY AND PERFORMANCE BOND.** The requirement to furnish a Bid Security Bond and/or Performance Bond, when necessary, will be stated elsewhere in Bid Specifications.
4. Any catalog, brand name or manufacturer's reference used in a bid invitation is descriptive-**NOT** restrictive. It is used only to indicate type and quality desired. Bids on brand of like nature and quality will be considered. If bid is based on other than reference specification, bid must show manufacture, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exception to specifications or reference date, he will be required to furnish brand names, numbers, etc. as specified.
5. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the bidder on request at his request. Each sample should be marked with bidder's name, address, and County bid number. **DO NOT ENCLOSE OR ATTACH SAMPLE TO BID**
6. **DELIVER:** bid must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. A five-day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bidder list.
7. **TITLE & RISK OF LOSS:** the title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
8. If delay is foreseen, contractor shall give written notice to Purchasing Manager. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery, (without accepted reasons) failure to meet specifications, authorizes the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.
9. All items proposed shall be new, in first class condition, including containers suitable for shipment and storage, unless other wise indicated in bid. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.
10. Written and verbal inquiries pertaining to bids must give bid number and commodity.
11. No substitutions or cancellations permitted without written approval of Purchasing Manager.
12. **The County reserves the right to accept or reject all or any part of a bid, waive minor technicalities and award to the lowest responsible bidder. Hays County reserves the right to award by item or by total bid. Prices should be itemized.**
13. **LOWEST AND BEST BID**-all bids will be awarded to the lowest and best bidder. The determination of the lowest and best bid by the Commissioners' Court may involve all or some of the following factors: price, conformity to specifications, financial responsibility to meet the contract, previous performance, facilities and equipment, availability of repair parts, response to service needs, experience, delivery promise, terms of payment, compatibility as required, other cost, other objectives and accountable factors which are reasonable.
14. **DISCOUNTS:** discounts for prompt payment offered may be taken into consideration during bid evaluation. Terms of payment offered will be reflected in the space provided on the bid form. All terms of payment (cash discount) will

be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of invoice, whichever is later.

15. **DELIVERY** shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m., unless prior approval for late delivery has been obtained from Purchasing Manager.
16. Consistent and continued tie bidding could cause rejection of bids by the County and/or investigation for Anti-Trust violations.
17. The contractor agrees to protect the County from claims involving infringement of patents and copyrights.
18. **FEDERAL, STATE, LOCAL LAWS:** all bidders will comply with all Federal, State and Local laws relative to conducting business in Hays County including, but not limited to licensing, labor and health laws. The laws of the State of Texas will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.
19. **INDEMNIFY:** the successful bidder agrees, by entering into this contract, to defend, indemnify and hold Hays County harmless from any and all courses of action of claims of damages arising out of or related to bidder's performance under this contract.
20. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Hays County.
21. **INVOICES & PAYMENTS:** successful bidder shall submit separate invoices, in duplicate, on each purchase order. Invoices shall be itemized and transportation charges, if any, shall be listed separately. Mail to Hays County Auditor, 111 E. San Antonio St., Ste 100, San Marcos, Texas 78666. Payments shall not be due until the above instruments are submitted after delivery.
22. **BUYERS OBLIGATION:** is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer.
23. Attention is called to Texas Local Government Code Chapter 154.045 stating that no money shall be paid to any person firm or corporation who is in arrears to Hays County for taxes.
24. **AWARD:** a written purchase order or notice of award mailed or otherwise furnished to the successful bidder within the time of acceptance specified in this package results in a binding contract without further action by either party.
25. **VARIATION IN QUANTITY:** The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
26. It is expressly understood and agreed that in case Hays County should need any item(s) not available within the time frame requested from the successful vendor during the term of this contract, Hays County reserves the right to purchase these items from other than the successful vendor. This shall not be in violation of any terms or conditions of said contract. Further, Hays County reserves the right to seek another vendor, if any time, vendor's prices do not conform to public pricing.
27. **WARRANTY-PRICE:** the price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than the Seller's current prices on order by others for products of the same kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on order by others, or the alternative. Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense.
28. **WARRANTY-PRODUCT:** seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract void at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and description, the specifications shall govern.

- 29. SAFETY WARRANTY:** seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Sellers expense. In the event Seller fails to make the appropriate correction within a reasonable time, corrections made by Buyer will be at Seller's expense
- 30.** Bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.
- 31. MINORITY BUSINESS CLAUSE:** minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration of award.
- 32. ASSIGNMENT:** any contract entered into pursuant to this request is not assignable, nor the duties there under, by either party without the written consent of the other party in the contract.
- 33. RIGHT TO ASSURANCE:** whenever one party to this in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
- 34. VENUE:** both parties agree that the venue for litigation arising from this contract shall lie in San Marcos, Hays County, Texas.
- 35. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS:** no officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressly implied, of the person or corporation contracting with the County shall render the contract void by the Commissioners' Court.
- 36. OTHER REMEDIES:** in addition to the remedies stated herein, the County has the right to pursue other remedies permitted by law or in equity.



## **INSURANCE AND BOND REQUIREMENTS**

Contractor shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which arise from or in connection with the performance of the work there under by the Contractor, his agents, representative, employees or subcontractors. The cost of such insurance shall be the responsibility of the Contractor. The County shall be named as additional insured. **Proof of Worker's Compensation and Liability Insurance shall be provided with bid response.**

**A. Minimum Limits of Insurance:**

Comprehensive General Liability, to include contractual liability:

Minimum each person:

Bodily Injury	\$500,000
Each Occurrence	\$1,000,000
Property Damage	\$500,000

**B. Automobile Liability:**

Minimum each person:

Bodily Injury	\$500,000
Each Occurrence	\$1,000,000
Property Damage	\$500,000

**C. Worker's Compensation**

Statutory

**Other Insurance Provisions:**

**All Coverages:** each insurance policy required herein shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage limits except after thirty (30) days prior notice by certified mail, return receipt requested, has been given to County.

**Acceptability of Insurers:** insurance is to be placed with insurers licensed in the State of Texas.

**Verification of Coverage:** coverage shall furnish the County with certificates of insurance and evidence of endorsements effecting coverage required herein. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and to be received at the same time the bid is returned. The County reserves the right to require complete, certified copies of all insurance policies at any time.

**A Bid Bond will be required.** Pursuant to the provisions of section 262.032 of the Texas Local Government Code, if the contract contemplated by this request for bids for the construction of public works, or will be under a contract exceeding \$100,000.00, Hays County shall require the bidder to execute a good and sufficient bid bond in the amount of five percent (5%) of the amount bid. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

**A Performance Bond shall be required.** Within ten (10) days after the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Hays County Commissioners' Court, the successful bidder shall furnish a performance bond to Hays County for the full amount of the contract if the contract exceeds \$50,000.00. Such bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications, and contract documents associated with the contract.

**A Payment Bond (Bond for Labor & Materials) shall be required.** Pursuant to statute, if the amount of the contract awarded to the successful bidder exceeds \$25,000.00, then said successful bidder shall execute a payment bond in the amount of the contract, solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said contract, for the use of each such claimant.

**No Bond shall be required in the event that the resulting contract or purchase order does not exceed \$25,000.00.**

## REQUIREMENTS

<b>Hays County, Time Management System</b>	<b>Included</b>	<b>Not Included</b>
<i>Proposed solution should be turn key and include the following minimum services and training. Check "Included" if you have included the item in your packet and/or if your solution provides for the item listed. Check "Not Included" if you have not included it in your packet.</i>		
<b>Summary Requirements</b>		
<i>Include 3- 5 References</i> (including names, addresses, titles and telephone numbers) of at least three customers, who currently operate the proposed system.		
<i>Include pricing for ongoing maintenance and support.</i> Include pricing for an annual maintenance support option with your system and detail the support provided.		
<i>Submit copies of all proposed contracts and agreements that supplier would offer, if awarded the bid.</i>		
<i>Provide the terms of the contract payments</i>		
<i>Provide an explanation and definition of all warranties and guarantees.</i>		
<i>Submit a description of the equipment (hardware &amp; software) and services that you intend to provide.</i> This description must demonstrate a clear understanding of the work to be performed.		
<i>Submit a list of proposed equipment and software on a module-by-module basis.</i> List must be formatted in a logical installation/implementation sequence, describing module's function and the cost for each module. (Hays County may be interested in proceeding with the implementation of this project as a series of logical purchase and implementation steps.)		
<i>Provide names and addresses of any subcontractor</i> suppliers that may be supplying hardware or software. Identify the item intended to be supplied and the model or version offered.		
<i>Provide a description of data conversion process, implementation assistance and related costs for services.</i>		
<i>Provide a sample of "canned" reports and describe reporting capabilities and customization abilities.</i>		
<b>Software Licensing Fees Requirements</b>		
<i>Provide a description of any required licensing fees and/or annual software fees.</i>		
<i>Proposed Solution must be WEB-based platform, built on Microsoft .NET</i>		
<i>System Requirements are included along with ALL of the following:</i> <ul style="list-style-type: none"> <li>• A definition of the solution including database and deployment.</li> <li>• Compatible with .NET Framework for both desktop and browser base.</li> <li>• Include recommendations for licensing for SQL database.</li> <li>• Include testing and benchmarking information for an organization similar in size and complexity.</li> <li>• The same solution should be available via SaaS or on-site deployment</li> </ul>		
<i>Provide the name and owner of any company or third party hosting solution</i>		
<i>Include licensing to accommodate a minimum of 820 active employees.</i> The software must also provide for the continued growth of Hays County and should be able to handle the growth without a significant cost or modification to the software.		
<i>Describe the procedures in place to protect the data collected in this software solution</i>		
<i>License allows for an unlimited number of inactive (terminated, retired, etc.) employees to be</i>		

<b>Hays County, Time Management System</b>	<b>Included</b>	<b>Not Included</b>
<b><i>maintained in the database.</i></b> List any limitations or additional costs associated with this.		
<b><i>License must provide for an integrated timekeeping system.</i></b> Breakout all related costs		
<b><i>License must provide for an integrated badge management system.</i></b> Include this cost separate		
<b><i>License may provide for an optional integrated access control system.</i></b> Include this cost separate		
<b><i>License may provide for an integrated expense tracking system.</i></b> Include this cost separate		
<b><i>License allows for an unlimited number of supervisors</i></b> to access the system for editing or reporting. Breakout any additional costs related to this item		
<b><i>License includes an option to run the software via the Web.</i></b> List any associated costs		
<b><i>Software runs on an open database</i></b> for easy integration with other applications and includes training options for Hays County to learn table structures.		
The employee information will continue to be maintained in the existing Logos Financial Management System. <b><i>Vendor must provide a standard web service interface</i></b> that transports XML messages using the SOAP standard to import employee personnel data from this existing system. This would include any items of data for an employee required by the timekeeping system. This automated daily process would add, change, and delete employee information as necessary to keep in synch with the Logos Financial Management System.		
<b><i>Solution provides real-time</i></b> access to Time Management System data including historical data within one centralized database. (As soon as employees swipe at a terminal or a clock, punch data is recorded in the database).		
Solution provides a <b><i>Strong Password Policy</i></b> . (min. age, history, special characters, limit consecutive letters or numbers, etc..)		
Solution provides a minimum of <b><i>Group levels</i></b> . (location, dept., job, pr type, etc..)		
<b><i>Accruals functionality</i></b> automatically calculates benefit balances available based on our policies including an allowance for probationary periods or adjustments based on tenure. Balances are enforced and the system alerts if an employee tries to take unearned time.		
Solution includes the ability to enter <b><i>individual employee schedules</i></b> into the system for attendance tracking purposes.		
Solution allows <b><i>employee self-service</i></b> including access to hours worked, schedules, accrual balances, etc. Include any software licensing required.		
Solution includes <b><i>workflow alert</i></b> technology with the ability to automatically email a manager when certain criteria are met (i.e. email a manager when edits are required).		
<b><i>Solution provides a minimum of 5 approval levels.</i></b> List any costs associated with additional levels		
<b><i>Solution provides a security approach that allows employees to only access their individual records and allows managers and supervisors to only access their department.</i></b>		
Solution provides for <b><i>user selectable approval</i></b> based on group. (location, dept., job, etc..)		
Solution provides a <b><i>complete audit trail</i></b> of all edits made in the system including who made the edit and when the edit was made.		
<b><i>Time Management System provides a standard web service interface that transports XML messages using the SOAP standard.</i></b>		
The standard web service has proven seamless <b><i>integration with our existing Logos Financial Management System.</i></b>		
<b><i>Explain the steps an employee would follow</i></b> to log into the system, enter time and perform daily tasks.		
<b><i>Explain the steps that would need to occur to transfer data into the New World Financial System to perform payroll functions.</i></b>		
<b><i>Describe data base backup and recovery procedures.</i></b>		
<b><i>Provide data size limitations</i></b>		
<b><i>Provide the length of time historical data may be maintained</i></b>		
<b><i>Describe the process of retrieving historical data</i></b>		
<b><i>Describe archiving procedures and any costs associated with maintaining data longer than is generally acceptable.</i></b>		
<b>Hardware Requirements</b>		
<b><i>Include specifications for Database Server and Application Server.</i></b>		

<b>Hays County, Time Management System</b>	<b>Included</b>	<b>Not Included</b>
<b>Provide details on assumptions you used to estimate server sizing.</b>		
<b>Include hardware necessary</b> (and any additional required equipment) for employees to "clock in" and "clock out", with consideration to size of County workforce, multiple work locations and varying ability to access a computer.		
<b>Hardware cost must be itemized separately and may be implemented in stages.</b>		
<b>Hays County may purchase some Hardware from an outside vendor.</b>		
<b>Provide details on accuracy</b> of time source and what type of hardware the system will use to ensure accuracy and synchronization amongst all clocks.		
<b>Include hardware option that will allow employees to conduct time entry in the event of a power outage.</b>		
<b>Describe the expected lifespan of each hardware item</b>		
<b>Provide hardware installation Costs.</b> This shall include the moving of the hardware to our new Government Center when the building is completed at the end of 2011.		
<b>Professional Services Requirements</b>		
<b>Project Management and Assessment:</b>  Project Manager will be provided as the primary contact for questions relating to the System implementation. The Project Manager will assist the Hays County Treasurer with all project management tasks, including: <ul style="list-style-type: none"> <li>• Identifying and tracking project milestones.</li> <li>• Conducting Planning meetings.</li> <li>• Identifying a phased strategy for implementation.</li> <li>• Developing a detailed project plan.</li> <li>• Developing a communications plan for project team members.</li> <li>• Verifying completion of all contracted deliverables.</li> <li>• Managing open issues.</li> <li>• Assessing risk and developing contingency plans.</li> <li>• Scheduling resources and training.</li> </ul>		
<b>Configuration and System Build:</b>  Services for system to be configured to System Specifications should include the following: <ul style="list-style-type: none"> <li>• Conduct a pre-implementation meeting to assist with pay rules survey.</li> <li>• Design project in phases, allowing a TEST phase to be deployed before GO LIVE phase.</li> <li>• Configure clocking devices and ensure communications are established.</li> <li>• Verify that the environment has been configured correctly including a definition of the users, (i.e. Manager vs. Employee by location) and definition of users' rights.</li> <li>• Configure the proposed software.</li> <li>• Assure System Administrator knows how to complete any remaining items and load any necessary data.</li> </ul> System certification and testing: <ul style="list-style-type: none"> <li>• Participate in the test pilot to execute a pay period cycle in test mode to verify the validity of the "core" configuration and the Pay Rules configuration.</li> <li>• Verify that all purchased software is configured correctly. Make any necessary configuration changes and update System Specification.</li> </ul>		
<b>System Rollout</b> <ul style="list-style-type: none"> <li>• Roll out the project in phases, using select departments as a pilot for the project.</li> <li>• Provide onsite and/or phone support during system parallel testing and roll out.</li> <li>• Make any necessary programming changes from approved Change Requests.</li> <li>• Provide an anticipated timeline of implementation and training</li> </ul>		
<b>Upgrades / Future releases</b> <ul style="list-style-type: none"> <li>• Describe the process of how new releases and upgrades are implemented.</li> <li>• Include common costs associated with upgrades and new releases.</li> <li>• Describe how customization features are migrated to updates and releases</li> </ul>		

<b>Hays County, Time Management System</b>	<b>Included</b>	<b>Not Included</b>
<b>Training Costs Requirements</b>		
<b>Include a complete description of on-site and off-site training along with any other support services and costs.</b>		
<b>Training Managers:</b> Include training curriculum and pricing for select County personnel to learn the following day-to-day aspects of your system: <ul style="list-style-type: none"> <li>• Basic functions, such as logging-in, editing, scheduling, reporting, etc. and who should perform what tasks in the system.</li> <li>• Administrative functions including how to set up new supervisors and limit their access to only specific employees, how to set up reports to automatically print, how to set up work flow tasks, etc.</li> <li>• Training on operating accruals functionality and running reports.</li> <li>• Training on attendance tracking including updating exceptions for review, making edits to attendance information and reporting.</li> <li>• Product and Training Materials (preferably in electronic format).</li> </ul> Given the size and type of the County's workforce, include a recommendation on the suggested number of personnel to receive the above mentioned training.		
<b>Configuration Training Options:</b> Include training options and pricing to learn how to configure software including setting up new work rules (i.e. if union rules change) as well as hardware connectivity configuration. Also include configuration options to edit accrual rules and attendance rules/policy.		
<b>Training Manuals and Other Materials:</b> Include pricing for any training materials and other tools available for training employees. Provide sample training guides.		
<b>Ownership and use of Data:</b> County shall own and have full rights to use of all data entered into or produced by the solution.		
<b>Travel and Other Costs</b>		
<b>List estimated costs for travel, lodging, meals, and incidental expenses.</b> When applicable, travel and lodging will be billed at cost. Ground travel will be billed at the standard rate used by Hays County. Air travel will be by coach with a major U.S. airline. All postage, UPS ground, overnight delivery, and shipping charges will be billed at cost. All telephone and data transmission charges will be billed at cost.		
<b>Customer Support Services</b>		
<b>Vendor must provide support under a maintenance agreement.</b> Include services provided under this agreement along with costs. A copy of the agreement must be attached		
<b>Include a complete description of customer support services along with any costs.</b>		
<b>Vendor must offer a guaranteed response from the vendor within 4 hours of notification.</b>		
<b>Vendor must provide the work hours of support services.</b>		
<b>Vendor must provide average response time and average solution time to customer support calls.</b>		

<b>Vendor must describe modification, enhancement, and ongoing maintenance procedures and average solution times.</b>		
<b>FUNCTIONALITY</b> Check "Included" if your solution provides for the item listed. Check "Not Included" if your solution does not provide the following:	<b>Included</b>	<b>Not Included</b>
<b>Time may be captured in the following units:</b>		
to the week		
to the day		
to the hour		
to the quarter-hour		
to the minute		
<b>Supports punch rounding</b> – Ability to round minute by minute, quarter hour, etc.		
<b>Supports grace periods relative to start time</b>		
<b>Time may be identified as work or as absence (of work)</b>		
<b>Time is recorded to the day(s) of the week</b>		
<b>Supports assigned default (position, project, etc). for time</b>		
<b>Supports supervisor overrides(s)</b>		
<b>Supports user defined day and hours, which make up that day</b>		
<b>Time may be captured via the following items:</b>		
Manual time sheet entry		
Proximity Card Reader		
Biometrics reader		
Third party card reader technologies		
Time capture interface with this application		
Integrated (non-third party) Voice Recognition system (IVR)		
<b>On-line real time validation of time entries</b>		
<b>Time sheets may be entered in a batch mode</b>		
<b>Time sheets may be entered in an on-line mode</b>		
<b>Time can be captured/allocated to a project</b>		
<b>Time can be captured/allocated to a task within a project</b>		
<b>Time can be captured/allocated to a work order</b>		
<b>Capable of timesheet due reminder emails</b>		
<b>Capable of overdue emails</b>		
<b>Capable of timesheet approval reminder emails</b>		
<b>Non union labor may be captured/allocated to a job</b>		
<b>Supports manager delegation of approval</b>		
<b>Time can be captured/allocated to a position</b>		
<b>Supports different pay rates for identical positions (pay scales is similar)</b>		
<b>Support Retro Pay Situations</b> – Tracking hours between contracts to determine retro pay		
<b>Must be able use multiple pay codes and multiple job codes</b>		
<b>Time can be captured/allocated to multiple cost centers</b>		
<b>Supports the automatic deduction of unpaid meal time</b>		
<b>Time (or absence) can be allocated to one level or levels of hierarch</b> (clerical workers dividing their time among one or more departments)		
<b>Time (or absence) is captured or allocated among an employees assignment, labor classes and pay types</b>		
<b>On-line time entry approval process</b> (supervisor may approve all or selectively disapprove one or more entries)		
<b>Integrated voice recognition with ability to record voice/name</b> from caller to help eliminate buddy punching. WAV file is stored on the timesheet for supervisor review.		
System should provide managers with a dashboard including <b>easy to use gadgets</b> to present critical labor data and time and attendance tasks. The dashboard also needs to pull in data from external data sources to present this information.		
<b>Timesheet maybe capable of storing a WAV file</b> for supervisor review and verification.		



<b>Hays County, Time Management System</b>	<b>Included</b>	<b>Not Included</b>
<b>Time data must be secured and in compliance with HIPAA Rules</b> affecting certain departments		
<b>Absence Control and Recording:</b>		
Reason for absence		
Duration		
Day(s) of the week it occurred		
Supervisor's approval		
Absence is paid (pay type) or Not		
Absence is recorded in the same units as time capture above		
<b>Holidays may be defined</b>		
<b>Holidays may be defined as having specific pay types</b> (double time, premium)		
<b>Supports and applies user defined system policies</b>		
<b>Supports year end rollover computations</b> and processes for system plans and policies		
<b>Time entries can be future dated</b> (vacations and pre-approved absences)		
<b>Time entries can be made for contract labor or consultants</b>		
<b>Supports layoff/recall record</b> (inactive state)		
<b>Supports hire/rehire history</b> (terminated/resigned employee)		
<b>Supports FLEX time recording</b>		
<b>Supports conference/training time</b>		
<b>Supports multiple simultaneous law enforcement cycles</b> (some employees are 28-day, some 14-day)		
<b>Supports multiple simultaneous pay cycles</b> (some employees are monthly, some are semimonthly)		
<b>Supports Paid Time off</b> – amount used and amount remaining (for both exempt and nonexempt employees)		
<b>Supports banked hours including banking of compensatory time, administrative leave and customized equivalent time.</b>		
<b>Supports a pay in advance, amended time system.</b> Hays County pulls time in advance of the pay period end and wants to reflect amended time. We must do this because we pay on the payday through the payday.		
<b>Supports "Hours Worked" legislation</b>		
<b>Supports adjustment capabilities to correct errors.</b> (Current and Historical) Even to timesheets that have been approved and paid.		
<b>System tracks original and amended time without an audit report</b>		
<b>Amendments recalculate later timesheets after change is made</b>		
<b>Supports "Meal Penalty Lockout" / "Meal premium"</b> in accordance with Section 785.19 of the DOL regulations.		
<b>Supports extended work week</b>		
<b>Supports "exempt" overtime</b>		
<b>Supports hourly and salary employees</b>		
<b>Supports multiple rates for one employee</b>		
<b>Supports shift work</b>		
<b>Capable of scheduling for multiple groups of employees</b>		
<b>Employees can rotate through one or more schedules</b>		
<b>Employees can view their schedules online</b>		
<b>Supports Compliance with FLSA Overtime Regulations.</b>		
<b>Supports specific Worker's Compensation rules</b>		
<b>System policy and procedures application:</b>		
Defined and applied by organization level		
Defined and applied by bargaining unit		
Defined and applied by contract or project (job site)		
Defined and applied by job or position		
<b>On-line help access to company policies and procedures</b>		
<b>Audits are table driven</b>		
<b>Audits are real-time and on-line</b>		

<b>Hays County, Time Management System</b>	<b>Included</b>	<b>Not Included</b>
<i>Time entries are audited against policy or plan tables</i>		
<i>Time entries are validated against benefit plan definitions</i>		
<i>Time entries are approved separate for the same employee if time is split between departments</i>		
<i>System links with benefit plans</i>		
<i>System links with payroll</i>		
<i>System links with external labor management tools</i>		
<i>Supports complete reversal of a transaction</i>		
<i>Supports mass 'undo' restoring files to original state</i>		
<i>Supports simulation 'what if' scenarios</i>		
<i>Supports computation of absenteeism in terms of:</i>		
Earnings/benefits paid to absent employee		
FMLA -- related absences		
Worker's Compensation absences		
Earnings/benefits differential paid to replacement staff		
Temporary employment service costs		
<i>Support automatic calculation of new time, based on years of service (accruals -- anniversaries)</i>		
<i>Supports trend analysis</i>		
<i>Supports real-time simulation of employee labor and benefit costs for job-costing</i>		
<i>Supports 1099 Contractors for Products and / or Services</i>		
<i>Exportable reports compatible with Microsoft Office products.</i>		
<i>Supports pay for Elected officials and appointed personnel that do not record time.</i>		
<i>Provides work scheduling capabilities that applies policy and procedure work rules</i>		
<i>Supports calculations of complex FLSA work rules (i.e. FLSA 7k exemption)</i>		
<i>Optional Access control must support unlimited access devices / doors.</i>		
<i>Optional Access control module must allow the use for access reporting only or to control access AND punch employees in/out.</i>		
<i>The system must provide an integrated publisher for creating and managing print badge layouts without the need for additional software and duplicate data entry.</i>		
<i>Allows for retrieval of records for an unlimited time.</i>		
<i>System provides clear error messaging.</i>		
<i>System allows users to respond and correct errors.</i>		
<i>Supports field level security</i>		
<i>Supports spell check functions</i>		
<i>Supports changes to company policy rules</i>		
<i>Supports data field title changes</i>		
<i>Supports holiday and non-working day changes</i>		
<i>Supports user defined fields and reporting</i>		
<i>Employee requests for time off are verified with leave bank balances</i>		
<i>Employee requests that exceed future leave bank balances are noted or flagged as leave without pay</i>		
<i>Managers are allowed to approve leave without pay</i>		
<i>Leave without pay is clearly noted</i>		
<i>Supports the import of data from a third party source -- such as new hire information from New World Systems</i>		
<i>Supports cut, copy and paste capabilities</i>		
<b>Time Clock Functionality</b>		
<i>Support a variety of network communication options including, 10/100 Mbit auto sensing Ethernet, 56K Modem and/or wireless as well as telephone.</i>		
<i>Supports multiple locations.</i>		
<i>Provide the ability to configure and manage multiple geographically dispersed terminals from a central desktop application preferably without customization.</i>		
<i>Allow terminal software upgrades such as by means of downloading firmware from a network to minimize</i>		



<b>Hays County, Time Management System</b>	<b>Included</b>	<b>Not Included</b>
the time and effort involved in upgrading to new revisions of the firmware.		
<b>Automatically support daylight savings changes.</b>		
<b>Employee punch data is not lost in the event of a power outage or loss of network connection.</b> Sufficient base memory in clock to hold a significant amount of punches for 72 hours off-line. Time clock should continue to function in an off-line mode.		
<b>Communications with server must provide Push technology and "on demand" as well as self healing following a communication failure.</b>		
<b>Proximity type sensor/reader combination capable of passive proximity card read when placed within 4-8 inches of reader.</b>		
<b>Terminals must allow for biometric enrollment at the terminal.</b>		
<b>System must be web enabled.</b> Users must be able to enter time from ANY web based system		
<b>Provide an HTML and/or Java based interface</b> with the ability to configure the timesheet screen for users, groups of users, or the entire company without custom code.		
<b>Must provide for backup of data as well as built-in UPS battery operation.</b>		
<b>Unit has a 5.6" TFT color QVGA 240x320 resolution touch screen.</b>		
<b>Unit requires a minimum of 3 relay inputs and 4TTL digital inputs.</b>		
<b>Unit requires a minimum of 1 SD slot.</b>		
<b>Unit is required to operate on a CE.NET 5.0 or greater OS.</b>		
<b>Each unit should support a minimum of 4000 fingerprint templates.</b>		
<b>Unit is required to use Push technology and transport XML messages using the SOAP standard.</b>		
<b>Unit should provide options PoE.</b>		
<b>Unit has a built-in camera.</b>		
<b>Provide secure data using SSL encryption</b>		
<b>Must have the ability to export data and /or backing up the system without locking out any users</b>		
<b>Provide password encryption for employee access</b>		
<b>Support IIS web servers</b>		
<b>Must have the ability to maintain a test system in order to test business rule changes without locking out any users</b>		
<b>Compatible with SQL architecture</b>		
<b>Includes all faceplates, boxes, bezels and mounting facilities as necessary for a secure, tamper resistant and functional installation.</b>		
<b>Includes terminal , Biometric scanner, and proximity reader installations</b>		
<b>Includes unit reinstallation at the Hays County Government Center</b> upon the completion of the building in late 2011		
<b>Includes two spare readers.</b>		
<b>Proximity Card Model HID ProxCard II – 1326NGSMV</b>		
<b>Proximity cards are presented within 4 to 8 inches of the reader</b>		
<b>Proximity cards are credit card size, shall not deteriorate with age (minimum 5 year warranty)and shall be capable of having a 10 ml laminate applied.</b>		
<b>Proximity cards shall be compatible with card readers provided. Slot puncher should be provided with detachable clips.</b>		
<b>Proximity cards will be assigned to employees and may be changed or reassigned and the information should be exportable to an access control system.</b>		
<b>Proximity cards must also be compatible with our Access Control System.</b> System compatibility will include HID Model 5365 MiniProx HID Model 6005B ProxPoint Plus		
<b>Proximity cards may be deactivated, reassigned to other employees or replaced.</b>		
<b>Proximity cards are encoded with a unique code not duplicated anywhere else. Cards shall be imprinted with a serial number, which shall not match or indicated in any manner the encoded information contained in the cards. A cross reference spreadsheet with encoded number to hot stamp number should be provided or a wedge reader device provided.</b>		
<b>Proximity and biometric terminals must provide battery backup to allow for a minimum of 8 hours of operation and 36 hours of data integrity.</b>		
<b>All power supply input terminals shall have transient surge suppression devices at the reader.</b>		
<b>Must provide all miscellaneous communication and processing components necessary for complete, connected system operation.</b>		

<b>Hays County, Time Management System</b>	<b>Included</b>	<b>Not Included</b>
<b>Reporting</b>		
<i>Supports Ad Hoc Reporting</i>		
<i>Supports an option to print a timesheet for a selected date range</i>		
<i>Printed timesheets show who approved the timesheet</i>		
<i>Departmental summaries and detail of absences for a selected date range are standard</i>		
<i>Departmental summaries and detail of overtime for a selected date range are standard</i>		
<i>Employee historical summaries are standard</i>		
<i>Pay period summaries and detail are standard</i>		
<i>Leave without pay reports are standard</i>		
<i>Exceptions reports are standard</i>		
<i>Late/early arrival reports are standard</i>		
<i>Late/early departure reports are standard</i>		
<i>FMLA reports are standard</i>		
<i>Various types of overtime reports are standard</i>		
<i>Worker's Compensation reports are standard</i>		
<i>Leave bank reports are standard</i>		
<i>Leave accrual reports are standard</i>		
<i>Earned/Use reports for a specific leave type are standard</i>		
<i>Earned/Use reports for multiple leave types are standard</i>		
<i>"No time entered" reports can be run at any time to show employees that have no time entered for a specific date range</i>		
<i>Extended leave reports to show employees with time off for a selected amount of time within a selected date range is standard</i>		
<i>Print Screen options are available</i>		
<i>User lists are standard</i>		
<i>User security access reports are standard</i>		
<i>Print jobs can be cancelled after they are sent to the printer</i>		
<i>Audit reports to reflect changes to time are standard</i>		
<i>Reporting on user defined fields is standard</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:**

Report to Commissioners Court Identifying OSSF and Flood Plain Permit Administrative Approvals Issued During the Month of May, 2010

**TYPE OF ITEM:** Consent

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** N/A

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

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

**SPONSORED BY:** Judge Elizabeth Sumter

**SUMMARY:**

In conformance with Hays County's Development Regulations this report identifies all administrative approvals issued by the department during the month of May, 2010

# HAYS COUNTY DEVELOPMENT AUTHORIZATIONS

## May 2010

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

LJ	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FPI/O	RCHI/O	SYSTEM	DEV TYPE	PCT.#
	2010-156	DEBRA GERMER	05/03/10	HERMOSA PALOMA OVERLOOK LOT 5	N	RW	O	O	SPRAY	SF	3
	2010-114	B & B FAMILY PARTNERSHIP, INC.	05/04/10	1200 OLD N BASTROP ROAD	N	PB	O	O	STANDARD	SF	1
	2010-37	JOHN LEE DROMGOOLE	05/04/10	ROBERTS CORNER LOT 1	N	RW	O	O	SPRAY	CO	4
	2010-169	DELFINO GUZMAN	05/04/10	ANTON SUBDIVISION LOT 4	N	PB	O	O	SPRAY	MH	2
	2010-170	DELFINO GUZMAN	05/04/10	ANTON SUBDIVISION LOT 5	N	PB	O	O	SPRAY	MH	2
	2010-136	SHELBY ECKOLS	05/04/10	14401 FM 150 WEST	N	PV	O	O	STANDARD	SF	4
	2010-140	ATILANO F. HERNANDEZ	05/05/10	5003 AIRPORT HWY 21	N	PV	O	O	LPD	SF	1
	2010-133	KENZI GUERRERO	05/05/10	4590 S OLD BASTROP HWY	N	PB	O	O	LPD	SF	1
	2010-164	JEFFREY GASIOROWSKI	05/05/10	SOUTHRIDGE ESTATES LOT PT OF 25	N	PB	O	O	SPRAY	SF	1
	2010-53	AJ CUSTOM HOMES, INC	05/06/10	LA VENTANA LOT 217 PH-2	N	PB	O	O	SPRAY	SF	4
	2010-158	JEFFREY OLIVA	05/06/10	PANTHER CREEK LOT 11	N	PV	O	O	SPRAY	SF	2
	2010-160	DAVID FERLEY	05/07/10	BRIDLEWOOD RANCHES SEC 2 LOT 16	N	PV	O	O	SPRAY	BARN	3
	2010-152	EDWARD WALSH	05/07/10	SUBURBAN OAKS ESTATES LOT 6	N	PV	O	O	SPRAY	SF	3

LJ	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FPI/O	RCH/O	SYSTEM	DEV TYPE	PCT.#
	2010-39	CRAIG SWANNACK	05/07/10	LA VENTANA LOT 606 PH-7	N	PB	O	O	SPRAY	SF	4
	2010-157	DREAM TREE HOMES, INC.	05/07/10	MUSTANG VALLEY LOT 5 SEC 1	N	PV	O	O	SPRAY	SF	3
LJ	2010-180	LOREN WILBER	05/10/10	LEISUREWOODS SEC 3 LOT 1 BLK E	N	PV	O	O	SPRAY	SF	3
	2010-123	LENNAR HOMES OF TEXAS	05/10/10	RIM ROCK LOT 55 BLK A PH-3 SEC 3	N	PB	O	O	SPRAY	SF	4
LJ	2010-10	HOMES BY AVI-TEXAS	05/10/10	SAWYER RANCH LOT 3 BLK F PH-5	N	PB	O	O	SPRAY	SF	4
	2010-163	THOMAS CARLSON	05/10/10	705 BLUE HILLS DRIVE	N	PB	O	O	SPRAY	SF	4
	2010-118	HAROLD FREEMAN	05/11/10	2100 FREEMAN RANCH SAN MARCOS TX 78666	N	PB	O	O	SPRAY	SF	3
	2010-85	GARY T MCGEE	05/12/10	31860 RR 12 DRIPPING SPRINGS TX 78620	N	PB	O	O	S	SF	4
	2010-171	DOUGLAS KERSH	05/13/10	QUARRY SPRINGS LOT 5 SEC 2	N	PB	O	O	SPRAY	SF	3
	2010-149	CHARLES KUTSCHER	05/11/10	3757 HUNTER ROAD SAN MARCOS TX 78666	N	PB	O	O	STANDARD	CO	1
	2010-17	DREES CUSTOM HOMES	05/13/10	SAWEYER RANCH SEC V BLK F LOT 41	N	PB	O	O	SPRAY	SF	4
	2007-611	GEORGE HERNANDEZ	05/17/10	ELLIOTT RANCH LOT 15 BLK B PH-4	N	PV	O	O	SPRAY	SF	2
	2010-161	PEGGY WINSTON	05/17/10	ROAD NEW BRAUNFELS TX 78130	N	PB	O	O	LPD	MH	1
	2010-185	PETER FISHER	05/19/10	PETER FISHER	N	PV	O	O	SPRAY	SF	3
	2010-139	WORKMAN DEVELOPMENT	05/20/10	THOUSAND OAKS LOT 36	N	PV	O	O	SPRAY	SF	4
	2010-194	CAROL BIRMINGHAM	05/20/10	RUBY RANCH LOT 5 BLK D PH-6	N	PB	O	O	SPRAY	SF	2
	2010-206	DAVID & PATRICE THURMAN	05/20/10	SPRINGLAKE LOT 71	N	PB	O	O	SPRAY	SF	4

LJ	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FPI/O	RCHI/O	SYSTEM	DEV TYPE	PCT.#
	2010-177	PAUL & CAROL CHEE	5/20/2010	WEST CAVE ESTATES BLK F LOT 6	N	PB	O	O	SPRAY	SF	4
	2002-676	BARBARA STROUD & ROBERT O'BOYLE	5/21/2010	ONION CREEK RANCH LOT 38	N	PB	O	O	SPRAY	SF	4
	2010-201	ZULEMA BREEDLOVE	5/21/2010	OAK MEADOWS LOT 30-C	N	PB	O	O	SPRAY	MH	4
	2010-199	LARRY INGRAM	5/24/2010	HERITAGE OAKS LOT 190 SEC 2B	N	PV	O	O	SPRAY	SF	4
	2010-196	DAVID BADGER	5/24/2010	RAINBOW RANCH LOT 65	N	PV	O	O	LPD	SF	3
	2010-211	JOSEPH PHILLIPS	5/24/2010	THOMPSON RANCH ESTATES LOT 30 SEC 3	N	PV	O	O	SPRAY	SF	3
	2010-128	MARK A WILLIAMS	5/25/2010	WIMBERLEY UNIT 5 LOT 4- C	N	PV	O	O	SPRAY	SF	3
	2010-212	DENNIS CALDWELL	5/26/2010	CEDAR SPRINGS RANCH LOT 4	N	PV	O	O	SPRAY	SF	4
	2010-208	WANDA REDD	5/26/2010	DRIPPING SPRINGS TX 78620	N	PV	O	O	SPRAY	SF	4
	2010-214	W.SCOTT ERWIN	5/28/2010	LEISUREWOOD LOT 2 BLK G SEC 2	N	PB	O	O	SPRAY	SF	2

**LEGEND:**

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Appoint Commissioner Conley as the Hays County representative to the Capital Area Metropolitan Planning Organization, continue the appointment of Commissioner Barton as the alternate and appoint Judge Sumter as an alternate for the June 2010 meeting.

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

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** Commissioner Will Conley

**SUMMARY:**

This consent item is meant to correct and ratify any deficiencies that occurred in the May 25<sup>th</sup> posting. Additionally it appoints Judge Sumter as the alternate for the month of June to CAMPO.

## *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 District Clerk.**

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

**PREFERRED MEETING DATE REQUESTED: June 8, 2010**

**AMOUNT REQUIRED: \$26.00 (travel)**  
**\$37.50 (temp personnel)**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**\$26.00 from 001-609-00.5551 (continuing education) to 001-609-00.5501 (travel)**

**\$37.50 from 001-609-00.5021 (salary savings) to 001-609-00.5449 (temp personnel)**

**REQUESTED BY: Cecilia Adair**

**SPONSORED BY: Judge Sumter**

**SUMMARY:**

District Clerk's office received a customer request for records on microfilm. A staff member was required to travel to Austin to use a reader machine that will produce this type of record. A total of \$26.00 is needed to reimburse the staff for mileage expenses for using personal vehicle.

District Clerk's office has received Commissioner's Court approval on March 23<sup>rd</sup> to hire a temporary personnel for \$702. The project has been completed and the final invoice was received, an additional \$37.50 is needed.



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend budget for District Clerk.

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$\$26.00 from 001-609-00.5551 (travel) to 001-609-00.5501 (continuing education)

**\$37.50 from 001-609-00.5021 (salary savings) to 001-609-00.5501 (temp personnel)**

**LINE ITEM NUMBER:**

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** The Court may want to consider allowing the Auditor's office to handle budget amendments that are less than a certain amount (i.e. \$100 or \$50) so that the Court will not be bothered with budget amendments for small amounts of money.

**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: Approve budget amendment for District Court Reporters.**

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

**PREFERRED MEETING DATE REQUESTED: June 8, 2010**

**AMOUNT REQUIRED: \$500**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

\$500.00 from 001-608-02.5551 (continuing education) to 001-608-02.5213 (168.50-books & periodicals)  
& to 001-608-02.5211 (331.50-office supplies)

**REQUESTED BY: Grace Duncan**

**SPONSORED BY: Judge Sumter**

**SUMMARY:**

The rotating District Court reporter's have covered their own continuing education expense and would like to use this savings to cover the cost of the local, state & federal Tx Rules of Court pamphlets and the cost of needed office supplies.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve budget amendment for District Court Reporters.

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$500.00

**LINE ITEM NUMBER:** \$500.00 from 001-608-02.5551 (continuing education) to 001-608-02.5213 (168.50-books & periodicals)

**& to 001-608-02.5211 (331.50-office supplies)**

**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 approve proposed annual renewal application for the FY 2011 Local Public Health Services Contract between the Texas Department of State Health Services (DSHS) and the Personal Health Department in the amount of \$63,535.00.**

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

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

**PREFERRED MEETING DATE REQUESTED: June 8, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Priscilla Hargraves**

**SPONSORED BY: Sumter/Hargraves**

**SUMMARY: This is a renewal application between the Hays County Personal Health Department and DSHS for funding of the Local Public Health Services contract for FY 2011. The funding is for September 1, 2010 through August 31, 2011.**



ORIGINAL

Division for Regional and Local Health Services  
FY 2011 Local Public Health Services

**FORM A - FACE PAGE**

This form requests basic information about the respondent and project, including the signature of the authorized representative.

<b>RESPONDENT INFORMATION</b>																			
1) LEGAL NAME: HAYS COUNTY PERSONAL HEALTH DEPARTMENT																			
2) MAILING Address Information (include mailing address, street, city, county, state and zip code):  111 EAST SAN ANTONIO ST. SAN MARCOS, HAYS, TEXAS 78666																			
3) PAYEE Mailing Address (if different from above):  SAME AS ABOVE																			
4) Federal Tax ID No. (9 digit), State of Texas Comptroller Vendor ID No. (14 digit) or if an individual, Social Security Number (9 digit): 17460022415002 <small>*The vendor acknowledges, understands and agrees that the vendor's choice to use a social security number as the vendor identification number for the contract, may result in the social security number being made public via state open records requests.</small>																			
5) TYPE OF ENTITY (check all that apply): <table border="0"> <tr> <td><input type="checkbox"/> City</td> <td><input type="checkbox"/> Nonprofit Organization*</td> <td><input type="checkbox"/> Individual</td> </tr> <tr> <td><input checked="" type="checkbox"/> Regions/Counties/LHD</td> <td><input type="checkbox"/> For Profit Organization*</td> <td><input type="checkbox"/> FQHC</td> </tr> <tr> <td><input type="checkbox"/> Other Political Subdivision</td> <td><input type="checkbox"/> HUB Certified</td> <td><input type="checkbox"/> State Controlled Institution of Higher Learning</td> </tr> <tr> <td><input type="checkbox"/> State Agency</td> <td><input type="checkbox"/> Community-Based Organization</td> <td><input type="checkbox"/> Hospital</td> </tr> <tr> <td><input type="checkbox"/> Indian Tribe</td> <td><input type="checkbox"/> Minority Organization</td> <td><input type="checkbox"/> Private</td> </tr> <tr> <td></td> <td><input type="checkbox"/> Faith-based Organization</td> <td><input type="checkbox"/> Other (specify): _____</td> </tr> </table>		<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Regions/Counties/LHD	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> FQHC	<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning	<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital	<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private		<input type="checkbox"/> Faith-based Organization	<input type="checkbox"/> Other (specify): _____
<input type="checkbox"/> City	<input type="checkbox"/> Nonprofit Organization*	<input type="checkbox"/> Individual																	
<input checked="" type="checkbox"/> Regions/Counties/LHD	<input type="checkbox"/> For Profit Organization*	<input type="checkbox"/> FQHC																	
<input type="checkbox"/> Other Political Subdivision	<input type="checkbox"/> HUB Certified	<input type="checkbox"/> State Controlled Institution of Higher Learning																	
<input type="checkbox"/> State Agency	<input type="checkbox"/> Community-Based Organization	<input type="checkbox"/> Hospital																	
<input type="checkbox"/> Indian Tribe	<input type="checkbox"/> Minority Organization	<input type="checkbox"/> Private																	
	<input type="checkbox"/> Faith-based Organization	<input type="checkbox"/> Other (specify): _____																	
<small>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</small>																			
6) COUNTIES OR REGION SERVED BY PROJECT: HAYS See attached County/Region list.																			
7) PROJECT CONTACT PERSON	CHECK FUNDING APPLYING FOR:																		
Name: Priscilla Hargraves Phone: 512-393-5520 Fax: 512-393-5530 E-mail: Priscilla_hargraves@co.hays.tx.us	<input checked="" type="checkbox"/> LPHS \$ 63,535.00																		
The facts affirmed by me in this application are truthful and I warrant that the applicant is in compliance with the assurances and certifications attached in FORM E, and will provide services in accordance with 25 Texas Administrative Code, §§37.51-37.65. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.																			
8) AUTHORIZED REPRESENTATIVE	9) SIGNATURE OF AUTHORIZED REPRESENTATIVE																		
Name: Elizabeth Sumter Title: Hays County Judge Phone: 512-393-2205 Fax: 512-393-2282 E-mail: lizsumter@co.hays.tx.us	10) DATE																		

\*Form A - FACE PAGE must be faxed with signature to (512) 458 7154



**Division for Regional and Local Health Services  
FY 2011 Local Public Health Services  
Program Contact Information**

**Contract Term: September 1, 2010 through August 31, 2011**

**Legal Name of  
Applicant:**

HAYS COUNTY PERSONAL HEALTH DEPARTMENT

*This form provides information about appropriate program contacts in the applicant's organization. If any of the contact information changes during the term of the contract, please send written notification to Regional and Local Health Service, 1100 W. 49<sup>th</sup> Street, T608, Austin, TX 78756, or email to [LocalPHTeam@dshs.state.tx.us](mailto:LocalPHTeam@dshs.state.tx.us).*

**Director**

**Contact:** Priscilla Hargraves

**Title:** Director

**Phone:** 512-393-5520

**Fax:** 512-393-5530

**E-mail:** Priscilla\_hargraves@co.hays.tx.us

**Mailing Address (street, city, county, state, & zip):**

401 A Broadway Street

San Marcos, Hays, Texas 78666

**Financial Manager**

**Contact:** Bill Herzog

**Title:** Hays County Auditor

**Phone:** 512-393-2283

**Fax:** 512-393-2279

**E-mail:** bherzog@co.hays.tx.us

**Mailing Address (street, city, county, state, & zip):**

111 East San Antonio Street

Suite 100

San Marcos, Hays, Texas 78666

**Contract Coordinator**

**Contact:** Rebecca Herring

**Title:** TB/Communicable Disease

**Phone:** 512-393-5520

**Fax:** 512-393-5530

**E-mail:** Rebecca\_herring@co.hays.tx.us

**Mailing Address (street, city, county, state, & zip):**

401 A Broadway Street

San Marcos, Hays, Texas 78666

**Additional Staff**

**Contact:** Chuck Chapman

**Title:** Community Health Supervisor

**Phone:** 512-393-5520

**Fax:** 512-393-5530

**E-mail:** Chuck.chapman@co.hays.tx.us

**Mailing Address (street, city, county, state, & zip):**

401 A Broadway Street

San Marcos, Hays, Texas 78666

**Additional Staff**

**Contact:**

**Title:**

**Phone:**

**Fax:**

**E-mail:**

**Mailing Address (street, city, county, state, & zip):**

# **FORM I: BUDGET SUMMARY (REQUIRED)**

Legal Name of Respondent:

**HAYS COUNTY PERSONAL HEALTH DEPARTMENT**

Cost Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
<b>Percentage of Funding</b>	<b>100%</b>	<b>76%</b>			<b>24%</b>	
A. Personnel	\$61,359.00	\$46,806.87	\$0.00	\$0.00	\$14,552.14	\$0.00
B. Fringe Benefits	\$20,428.87	\$15,583.86	\$0.00	\$0.00	\$4,844.99	\$0.00
C. Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D. Equipment	\$0.00					
E. Supplies	\$1,200.00	\$915.40	\$0.00	\$0.00	\$284.60	\$0.00
F. Contractual	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G. Other	\$300.00	\$228.85	\$0.00	\$0.00	\$71.15	\$0.00
H. Total Direct Costs	\$83,287.87	\$63,535.00	\$0.00	\$0.00	\$19,752.87	\$0.00
I. Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
J. Total (Sum of H and I)	\$83,287.87	\$63,535.00	\$0.00	\$0.00	\$19,752.87	\$0.00
K. Program Income - Projected Earnings		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

\*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project



**Legal Name of Respondent:**

## HAYS COUNTY PERSONAL HEALTH DEPARTMENT

[illegible]

Medical Insurance = \$9,507 - FICA = 6.2% - Medicare = 1.45% - Retirement = 10.15%

Fringe Benefit Rate %	33.29%
-----------------------	--------

<b>Fringe Benefits Total</b>	<b>\$20,429</b>
------------------------------	-----------------



# **FORM I-2: TRAVEL Budget Category Detail Form**

Legal Name of Respondent:

HAYS COUNTY PERSONAL HEALTH DEPARTMENT

Conference / Workshop Travel Costs		Justification	Location (City, State)	Number of Employees Attending	Travel Costs	
Description of Conference/Workshop						
N/A					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0
					Mileage	
					Airfare	
					Meals	
					Lodging	
					Other Costs	
					Total	\$0

Total for Conference / Workshop Travel

\$0

[illegible]

<b>Total Travel Costs:</b>	<b>\$0</b>
----------------------------	------------

Total for Other / Local Travel	\$0
--------------------------------	-----

State of Texas Travel Policy

## Detail Form

**Legal Name of Respondent:**

HAYS COUNTY PERSONAL HEALTH DEPARTMENT

Itemize, describe and justify the list below. Attach complete specifications or a copy of the purchase order. See attached example for equipment definition and detailed instructions to complete this form.

[illegible]

**Total Amount Requested for Equipment:**

\$0

**Legal Name of Respondent:**

HAYS COUNTY PERSONAL HEALTH DEPARTMENT

Itemize and describe each supply item and provide an estimated quantity if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.) See attached example for definition of supplies and detailed instructions to complete this form.

[illegible]**Total Amount Requested for Supplies:**

**\$1,200**

**Legal Name of Respondent:**

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

[illegible]

05

**Legal Name of Respondent:**

HAYS COUNTY PERSONAL HEALTH DEPARTMENT

[illegible]

Total Amount Requested for Other:

**\$300**

# FORM I - 7 Indirect Costs

Legal Name of Respondent:

HAYS COUNTY PERSONAL HEALTH DEPARTMENT

Total amount of indirect costs allocable to the project:

Amount: N/A

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:  
BASE:

**Applies only to governmental entities.** The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:  
TYPE:  
BASE:

**Note:** Governmental units with only a Central Service Cost Rate must also include the indirect cost of the governmental units department (i.e. Health Department). In this case indirect costs will be comprised of central service costs (determined by applying the rate) and the indirect costs of the governmental department. The allocation of indirect costs must be addressed in Part V - Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS.

A cost allocation plan. A cost allocation plan as specified in the DSHS Contractor's Financial Procedures Manual (CFPM), Appendix A must be submitted to DSHS within 60 days of the contract start date. The CFPM is available on the following internet web link: <http://www.dshs.state.tx.us/contracts/>

GO TO PAGE 2 (below)

**Page 2, FORM I - 7 Indirect Costs**

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:



**Texas Department of State Health Services**  
**Local Health Department: HAYS COUNTY PERSONAL HEALTH DEPARTMENT**  
**FY 2011 Request for Local Public Health Services Funds**  
**Project Service Delivery Plan**

**Contract Term: September 1, 2010 through August 31, 2011**

*Indicate in this plan how requested Local Public Health Services (LPHS) contract funds will be used to address a public health issue through essential public health services. The plan should include a brief description of the public health issue(s) or public health program to be addressed by LPHS funded staff, and measurable objective(s) and activities for addressing the issue. List only public health issues/programs, objectives and activities conducted and supported by LPHS funded staff. List at least one objective and subsequent required information for each public health issue or public health program that will be addressed with these contract funds. The plan must also describe a clear method for evaluating the services that will be provided, including identification of a specific evaluation standard, as well as recommendations or plans for improving essential public health services delivery based on the results of the evaluation. Complete the table below for each public health issue or public health program addressed by LPHS funded staff. (Make additional copies of the table as needed)*

<b>Public Health Issue: Briefly describe the public health issue to be addressed. Number issues if more than one issue will be addressed.</b>		
<ol style="list-style-type: none"> <li>Public health policy planning and development.</li> <li>Communicable disease outbreak control in the community.</li> </ol>		
<b>Essential Public Health Service(s): List the EPHS(s) that will be provided or supported with LPHS Contract funds</b>		
<ol style="list-style-type: none"> <li>Develop policies/plans for community efforts to improve public health.</li> <li>Diagnose and investigate community health problems and community health hazards.</li> </ol>		
<b>Objective(s): List at least one measurable objective to be achieved with resources funded through this contract. Number all objectives to match issue being addressed. Ex: 1.1, 1.2, 2.1, 2.2, etc.)</b>		
<ol style="list-style-type: none"> <li>By FY 10 end will disseminate policies and plans regarding critical public health information to partners in an accurate and timely manner.</li> <li>By FY 10 end at least 95% of notifiable conditions will be investigated and reported.</li> </ol>		
<b>Performance Measure: List the performance measure that will be used to determine if the objective has been met. List a performance measure for each objective listed above.</b>		
<ol style="list-style-type: none"> <li>95% of policies and plans regarding critical public health information are disseminated to partners in an accurate and timely manner.</li> <li>95% of notifiable conditions will be investigated and followed as shown in communicable disease database.</li> </ol>		
<b>Activities List the activities conducted to meet the proposed objective. Use numbering system to designate match between issues/programs and objectives.</b>	<b>Evaluation and Improvement Plan List the standard and describe how it is used to evaluate the activities conducted. This can be a local, state or federal guideline.</b>	<b>Deliverable Describe the tangible evidence that the activity was completed.</b>
1.1.1 Prepare/disseminate changes and/or updates to policies, plans or information regarding public health issues to	1.1.1 Identify and document time required to disseminate changes or updates and information.	1.1.1 Documentation of changes or updates

<p>Partners within 7 days.</p> <p>1.1.2 Maintain database of local public health system partners to ensure rapid dissemination of critical information.</p>	<p>1.1.2 Review data base with partners to affirm contact information is current.</p>	<p>disseminated to partners.</p> <p>1.1.2 Database of partners involved in planning public health policy.</p>
<p>1.1.3 Plan to host and/or attend educational meetings with partners to discuss critical public health issues quarterly. Continue distribution of LHD-based newsletter to provide current local and regional vaccine preventable and other communicable disease information to partners.</p>	<p>1.1.3 Results of meetings with partners will be used to improve future educational efforts and policy development. Will actively solicit feedback and suggestions from local partners to enhance newsletter efficacy.</p>	<p>1.1.3 Keep meeting records of sign-in sheets and discussions of policies and plans. Maintain a file of feedback correspondence from partners related to newsletter for ongoing evaluation of efficacy.</p>
<p>2.1.1 Receive/respond to communicable diseases reported within established guidelines and timelines.</p>	<p>2.1.1 Respond to reports received from area providers and NEDSS confirming receipt/response for communicable disease investigations per CDC/DSHS guidelines.</p>	<p>2.1.1 Maintain database in NEDSS for all communicable disease investigations.</p>
<p>2.1.2 Analyze results of data collected monthly.</p>	<p>2.1.2 Will review activities in terms of adherence to CDC and DSHS communicable disease guidelines and protocols.</p>	<p>2.1.2 Record of reports and investigations.</p>
<p>2.1.3 Identify areas where communicable diseases are most frequently reported in county to pinpoint possible clusters of concern.</p>	<p>2.1.3 Compare numbers of communicable diseases reported from each entity, e.g. as noted in NEDSS database. Will notify partners in areas where disease clusters are noted, for control options and educational opportunities.</p>	<p>2.1.3 Maintain list of communicable diseases reported by local entities disseminated to local providers, e.g. hospitals, Dr.'s offices, clinics, and school nurses. Will maintain file of all communication with partners related to disease clusters.</p>

*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 on Fitzhugh Rd East, CR 101.

**CIRCLE ONE ACTION ITEM**      Subdivision       Staff Recommendation

**PREFERRED MEETING DATE REQUESTED:** June 8, 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 reduced speed limit zone of 35 MPH on a section of Fitzhugh Rd East in both directions, between Trautwein Rd, CR 185 and Preslar Circle. Current speed limit is 40 MPH on this section.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and Possible Action to accept the dedication of Old Red Ranch Road Vista Grande subdivision.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** FORD

**SPONSORED BY:** FORD

**SUMMARY:** Old Red Ranch Road has been maintained by Hays County since accepting 1.5 miles of Old Red Ranch Road in to county maintenance system on February 19, 2008. With few exceptions (e.g. Roadway Interlocals with Municipalities), Hays County normally accepts dedication of any roadway on which maintenance is proposed at the same time it accepts the maintenance obligation. Accepting dedication of the roadway would reconcile this discrepancy..

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

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:**

**Discussion and possible action to consider granting variance to OSSF regulations Section 10.1, to allow the future permit of an On Site Sewage Facility on a 2.51 acre tract located off of RR 12.**

**CHECK ONE:**      **Subdivision**                      **Road**                      **Staff Recommendation**

**PREFERRED MEETING DATE REQUESTED: June 8, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: James Garza**

**SPONSORED BY: Commissioner Will Conley**

**SUMMARY:**

**Ms. Donna Doiron currently owns a 3.00 acre unplatted parcel located off of RR12, across from Saddleridge Subdivision in PCT. 3. At this time, the right of way for RR12 is being widened in preparation for safety improvements on that roadway. Once the acquisition takes place, Ms. Doiron will be left with only 2.5 acres which is insufficient for the permitting of an OSSF under local rules. The current minimum lot size in that area of Hays County is 3.00 acres and future permitting would require a variance. Current Development Regulations do not authorize Hays County Staff to grant such a variance and a court action would be required at the time.**

**Though there is not currently an application or plan for development in place, this requirement does limit future use of this property.**

Agenda Item Request Form

# Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

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

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

**Consent, Action, Executive Session, Etc. – Action**

**MEETING DATE REQUESTED: June 1, 2010**

**REQUESTED BY: Luanne Caraway**

**FUNDS REQUIRED: None**

**SUMMARY:** Attached is a spreadsheet from the delinquent tax attorney for the property showing the total bid as well as the amount recovered on the judgment. I am also attaching a copy of the delinquent tax statement as of May, 2010. This bid has been approved by Hays CISD.

**AGENDA ITEM – APPROVED BY:**

**COUNTY JUDGE**

**COUNTY AUDITOR**

**COMMISSIONER PCT. 1**

**COMMISSIONER PCT. 2**

**COMMISSIONER PCT. 3**

**COMMISSIONER PCT. 4**

**ACTION TAKEN / ACTION REQUIRED:**

# Account Summary

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



Visit us at [www.tax.co.hays.tx.us](http://www.tax.co.hays.tx.us)

Property: 12-7250-2005-05001-2  
Quick Ref ID: M117687  
Owner: SAN MARCOS CITY OF TRUSTEE  
Situs Address: 236 SILVER PEAK DR SAN MARCOS, TX 78666  
Legal Description: SADDLEBROOK MOBILE HOME PARK, SPACE 50, SERIAL # HOTX08809769A, TITLE # 01288521, LABEL # NTA0938239

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

Assessment Values  
IMP HS: 37,560  
MH HS: 0  
MH NHS: 37,560

Tax Bill (Effective Date: 05/25/2010)			Balance Due if Paid By May 31, 2010:			7,842.25	
Bill	Levy	Levy Balance	P & I	Collection Penalty	Date Paid	Amt Paid	Balance
<b>2005</b>							
City Of San Marcos	186.39	186.39	119.28	45.85		0.00	351.52
Hays Consolidated ISD	743.76	743.76	476.01	182.97		0.00	1,402.74
Hays County	152.38	152.38	97.53	37.49		0.00	287.40
Special Road Dist	28.14	28.14	18.01	6.92		0.00	53.07
<b>Totals</b>	<b>1,110.67</b>	<b>1,110.67</b>	<b>710.83</b>	<b>273.23</b>		<b>0.00</b>	<b>2,094.73</b>
<b>2006</b>							
City Of San Marcos	186.39	186.39	96.91	42.49		0.00	325.79
Hays Consolidated ISD	704.80	704.80	366.50	160.70		0.00	1,232.00
Hays County	150.24	150.24	78.13	34.25		0.00	262.62
Special Road Dist	28.14	28.14	14.64	6.42		0.00	49.20
<b>Totals</b>	<b>1,069.57</b>	<b>1,069.57</b>	<b>556.18</b>	<b>243.86</b>		<b>0.00</b>	<b>1,869.61</b>
<b>2007</b>							
City Of San Marcos	199.15	199.15	79.66	41.82		0.00	320.63
Hays Consolidated ISD	548.86	548.86	219.54	115.26		0.00	883.66
Hays County	139.49	139.49	55.80	29.30		0.00	224.59
Special Road Dist	32.30	32.30	12.92	6.78		0.00	52.00
<b>Totals</b>	<b>919.80</b>	<b>919.80</b>	<b>367.92</b>	<b>193.16</b>		<b>0.00</b>	<b>1,480.88</b>
<b>2008</b>							
City Of San Marcos	199.15	199.15	55.77	38.24		0.00	293.16
Hays Consolidated ISD	548.86	548.86	153.68	105.38		0.00	807.92
Hays County	140.81	140.81	39.43	27.04		0.00	207.28
Special Road Dist	30.09	30.09	8.42	5.78		0.00	44.29
<b>Totals</b>	<b>918.91</b>	<b>918.91</b>	<b>257.30</b>	<b>176.44</b>		<b>0.00</b>	<b>1,352.65</b>
<b>2009</b>							
City Of San Marcos	199.14	199.14	25.90	0.00		0.00	225.04
Hays Consolidated ISD	548.86	548.86	71.35	0.00		0.00	620.21
Hays County	157.03	157.03	20.41	0.00		0.00	177.44
Special Road Dist	19.19	19.19	2.50	0.00		0.00	21.69
<b>Totals</b>	<b>924.22</b>	<b>924.22</b>	<b>120.16</b>	<b>0.00</b>		<b>0.00</b>	<b>1,044.38</b>

## Account Summary

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

Property: 12-7250-2005-05001-2  
 Quick Ref ID: M117687  
 Owner: SAN MARCOS CITY OF TRUSTEE  
 Situs Address: 236 SILVER PEAK DR SAN MARCOS, TX 78666  
 Legal Description: SADDLEBROOK MOBILE HOME PARK, SPACE  
 50, SERIAL # HOTX08809769A, TITLE #  
 01288521, LABEL # NTA0938239

Tax Bill (Effective Date: 05/25/2010)		Balance Due if Paid By May 31, 2010:					7,842.25
Bill	Levy	Levy Balance	P & I	Collection Penalty	Date Paid	Amt Paid	Balance
Totals	4,943.17	4,943.17	2,012.39	886.69		0.00	7,842.25

Balance Due if Paid By May 31, 2010: 7,842.25

Pay By	Total Due
June 30, 2010	7,906.93
July 31, 2010	8,144.43
August 31, 2010	8,201.27



LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

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

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

*Douglas Steven Bird, Partner*

*email to [steve.bird@publicans.com](mailto:steve.bird@publicans.com)*

May 6, 2010

COPY

Mr. Carter Scherff, Assistant Superintendent  
For Business and Operations  
Hays Consolidated Independent School District  
21003 IH 35  
Kyle, Texas 78640

**Re: Suit No. 08-0951, City of San Marcos and Hays Consolidated Independent School District vs. Teresa Ann Garza, et al;**

**A 28' X 44' Oakwood Manufactured Home, situated at 236 Silver Peak Drive, Space 50, Sadelbrook Mobile Home Park, City of San Marcos, Hays County, Texas. Tax No. M117687**

Dear Carter:

We have received an offer for purchase of the above-described property situated within the Hays Consolidated Independent School District and the City of San Marcos. We originally offered this property for public auction on April 6, 2010. There were no bids at that time and the property was therefore struck off to the taxing units. The property is now held by the Hays Consolidated Independent School District in trust for itself, the City of San Marcos and Hays County. Because the current offer of \$5,000.00 is less than the minimum bid at foreclosure it requires formal action by the school district, the city and county to either approve or reject the bid.

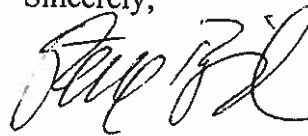
Enclosed you will find an analysis made on the bid as well as a proposed Bill of Sale. If the bid is accepted the Bill of Sale will need to be properly executed. The analysis contains information to be considered when reviewing the bid. The amount of the bid and the identity of the bidder are given. The date of foreclosure and the amount of the judgment liens held by the school district, the city and the county, as well as the appraised value of the property are noted. The costs of suit and sale are listed as these amounts, consistent with statutory requirements, are paid from the bid before any credit is given to the tax liens. The post-judgment taxes are also noted as these amounts are paid from the bid as well.

Also enclosed is an estimate made by the potential purchaser in making this property liveable along with photographs of the property's current condition.

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

Mr. Carter Scherff, Assistant Superintendent  
For Business and Operations  
Hays Consolidated Independent School District  
May 6, 2010  
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Bird', with a stylized flourish at the end.

Douglas Steven Bird  
Attorney at Law

DSB:kas  
Enclosure

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

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

# SUIT NO. 08-0951

A 28' X 44' HBOS/Oakwood Manufactured Home, bearing Label No. NTA0938239/40, Serial No. HOTX08809769A/B, situated at 236 Silver Peak Drive, Space 50, Saddlebrook Mobile Home Park, City of San Marcos, Hays County, Texas.

Tax Account No. M117687

Bidder: TKP Consulting, LLC  
 Tim Gregory, President  
 510 Old Red Ranch Road  
 Dripping Springs, Texas 78620

Bid Amount: \$5,000.00

Judgment Date	Judgment Amounts	Adjudged Value	Tax Sale Date	Costs of Suit and Sale	Post-Judgment Tax	Judgment Tax Recovered	Judgment Recovery
08/26/09	HCISD 2005-2008 \$4,062.78 CITY 2005-2008 \$1,211.31 CO. 2005-2008 \$1,107.83	\$37,560.00	04/06/10	Constable's Fees \$265.00 Publication Fees \$100.00 Court Costs \$371.00	HCISD 2009 \$620.21 CITY 2009 \$225.04 CO. 2009 \$199.13	HCISD \$2,049.64 CITY \$611.09 CO. \$558.89	50%

To Whom It May Concern

Re: Suit No. 08-0951 - 236 Silver Peak Dr. San Marcos, Hays County, TX

My understanding is that the Mobile Home mentioned in this Suit was not sold at the April 6<sup>th</sup> Tax Auction held at Hays County Court House in San Marcos, TX.

My company has some interest in settling the taxes on this property and would like to make an offer.

Before I do that I would like to bring to your attention the amount of work and investment necessary to make this property habitable. Attached are some pictures we were able to acquire along with an explanation of those pictures.

At present Saddlebrook Mobile Home Park, City of San Marcos, School District, Utility Companies, etc. are not receiving any income from the home in its present condition. My company, if allowed I will make all needed repairs, will sell the property to a family that will make this property into revenue generating Home.

Our estimate to make this a livable home is \$17,249.10 add to that the outstanding tax of \$9,137.90 for a grand total of \$26,387.00. The homes in this community with this size and model are selling in a range of \$25 - \$27,000. This would leave no profit and no incentive for anyone to take on a project such as this.

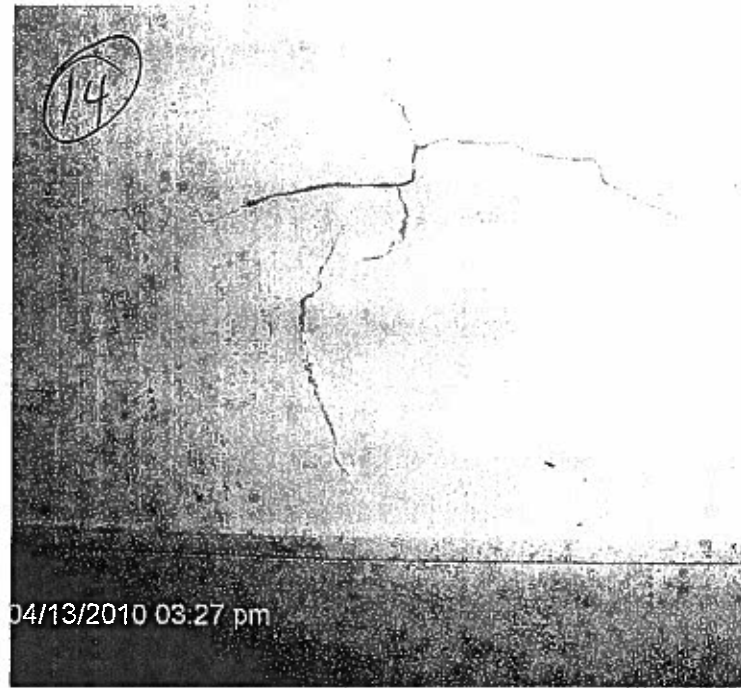
I would like to make an offer which I think is reasonable and really becomes a win-win for both parties involved by removing this property from the delinquent tax role and helping my company make a small profit and putting a family into this home.

My offer to you is \$5,000.00 to settle all outstanding taxes. I can close on this property within 48 hours of acceptance of my offer.

Sincerely



Tim Gregory  
President/CEO

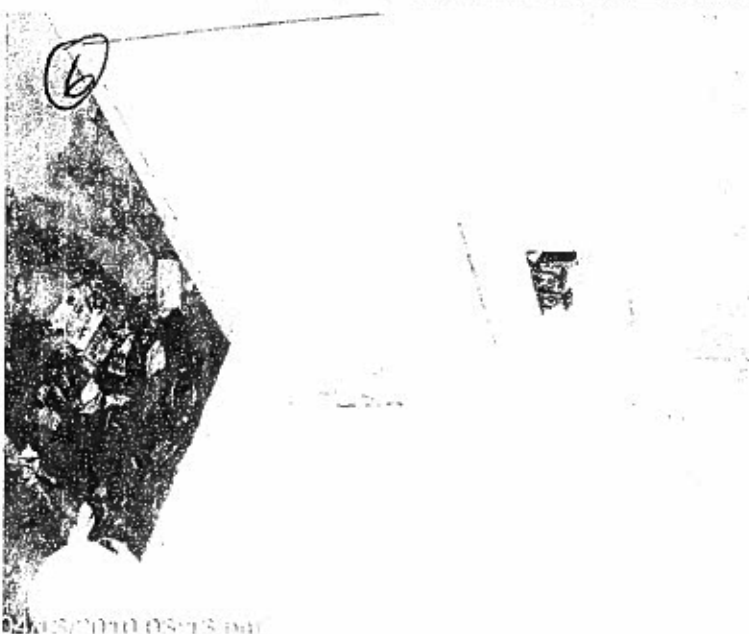
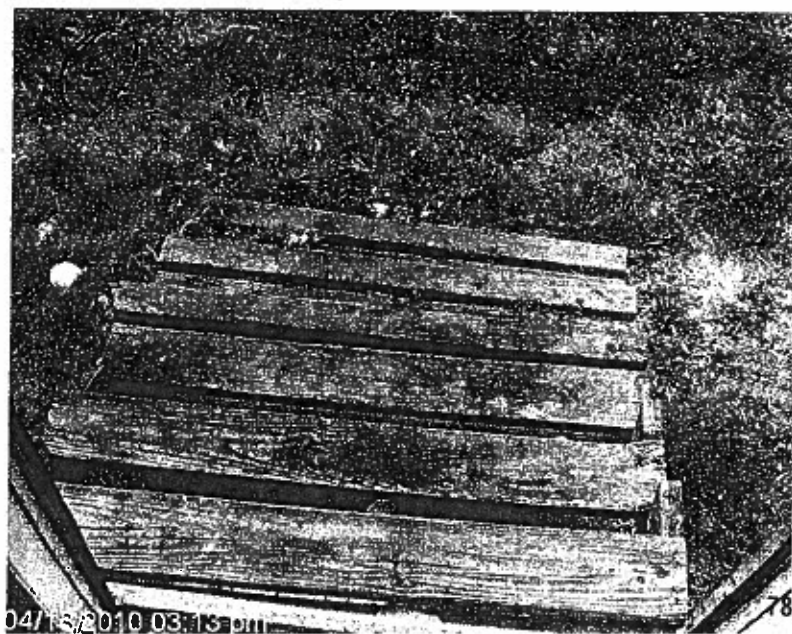
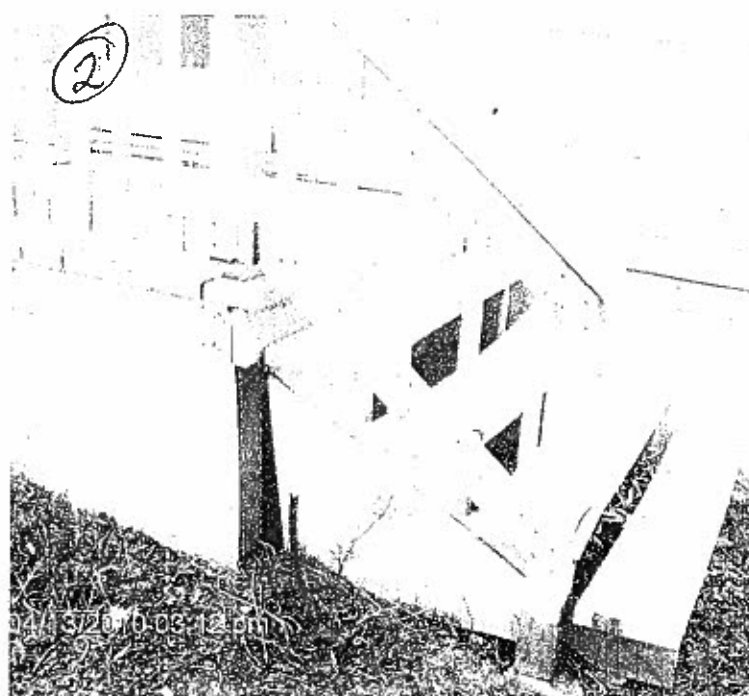


#### Picture #

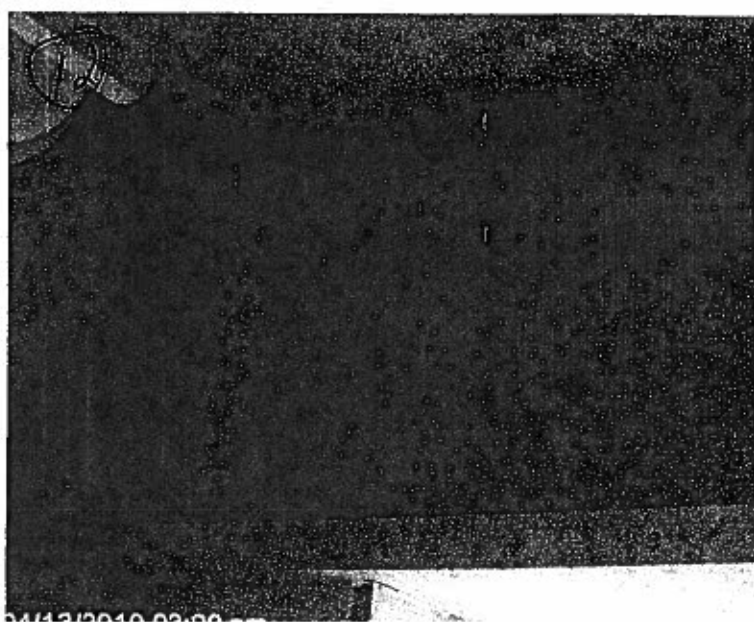
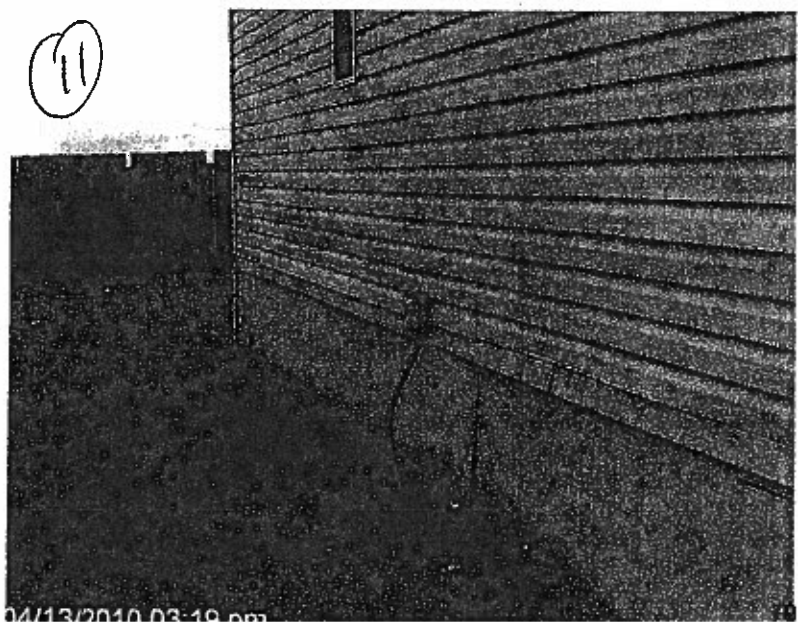
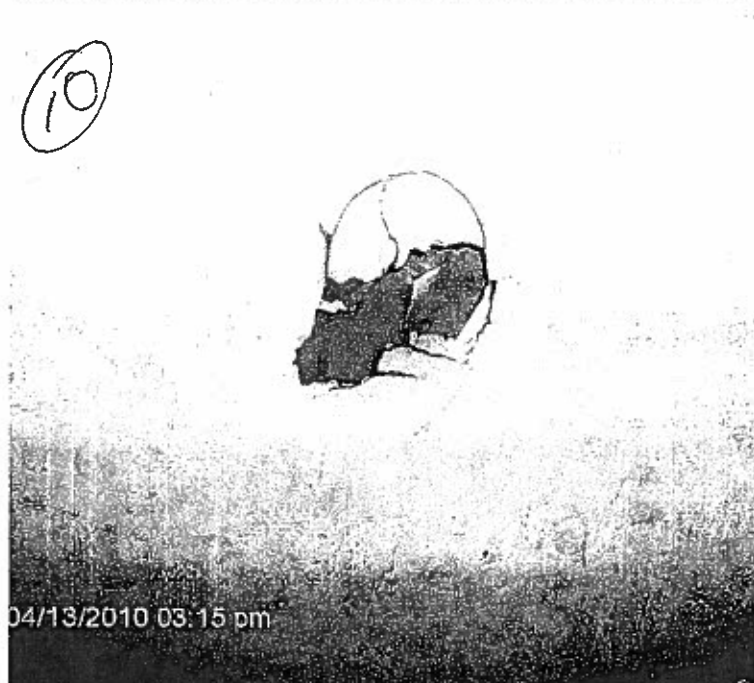
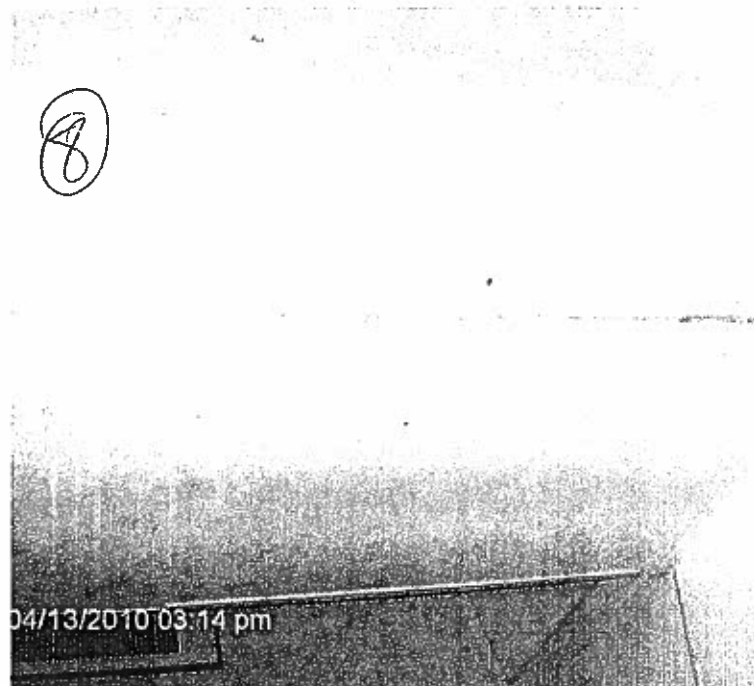
1. View from Front of Mobile Home – Garage needs to be painted, Overhead Door damaged – truck load of trash cleanout and removal –Dead Tree removal.
2. Front steps in hazardous condition need a rebuild
3. Carpet needs to be replaced throughout and all walls need to be repaired, primed, and painted
4. Kitchen cabinet drawers are missing, also Appliances
5. Back steps falling down – very hazardous
6. Laundry Room floor replacement
7. Kitchen Floor may need to be replaced
8. Corner Molding and Molding around doors broken or missing.
9. Shower surround needs to be replaced
10. Holes in walls
11. A/C Condenser missing
12. Hole in floor of Master Bath
13. Master Bath sink burnt through needs replacement
14. Holes in Wall

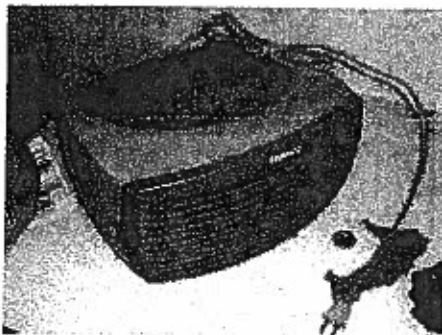
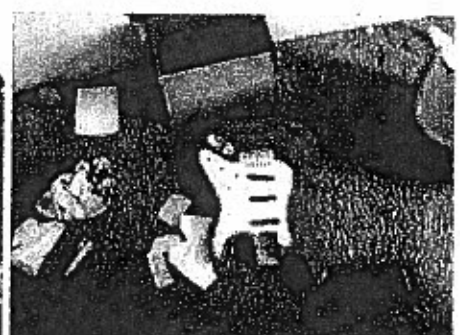
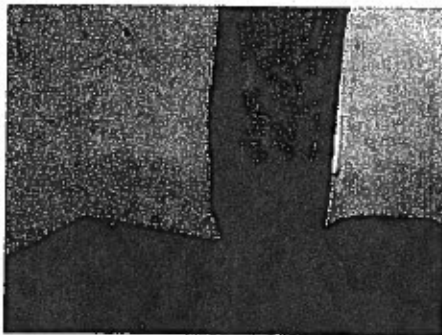
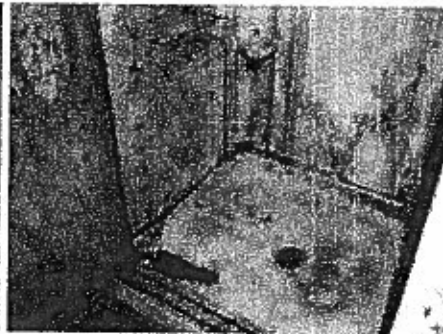
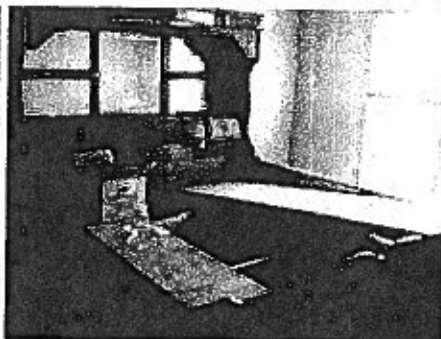
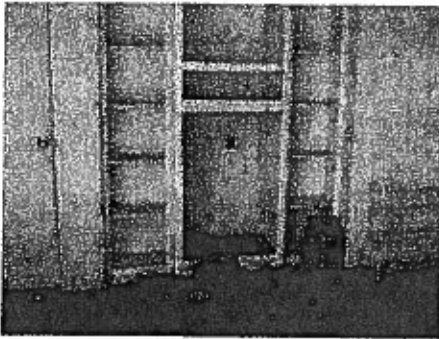
#### Other Items not pictured

- Front Door Jam busted
- Window Screens missing or broken
- Unable to determine condition of plumbing, electrical, and gas lines for leaks.
- Mice, Roaches, etc throughout.
- piles of trash throughout the house
- Light Fixtures need replacement



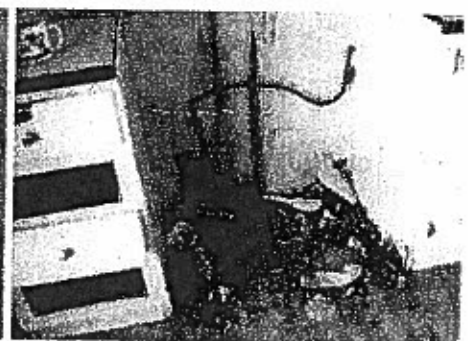
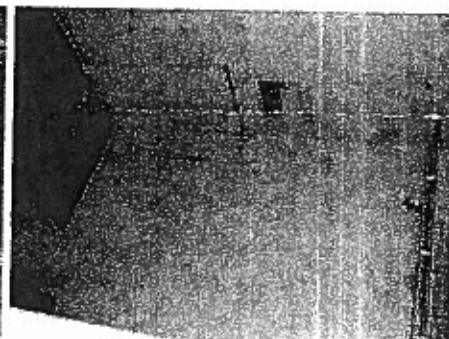
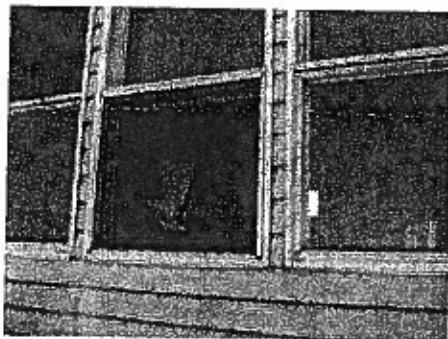
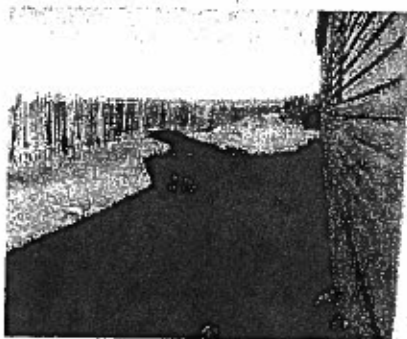
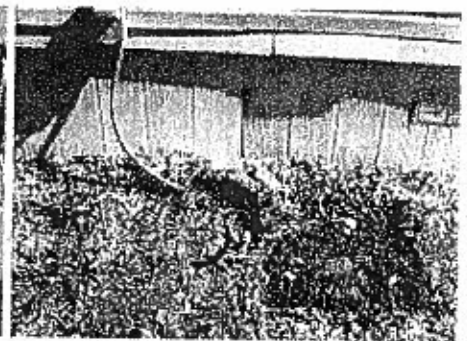
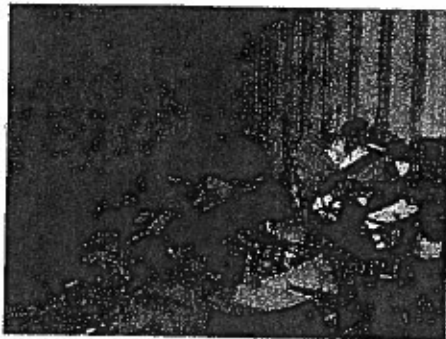
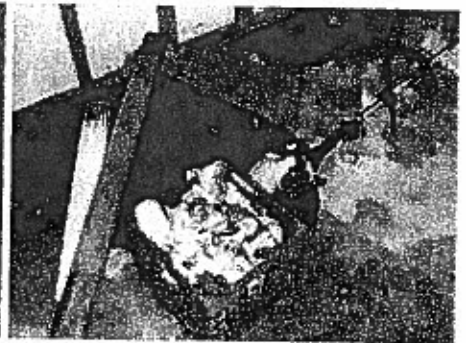
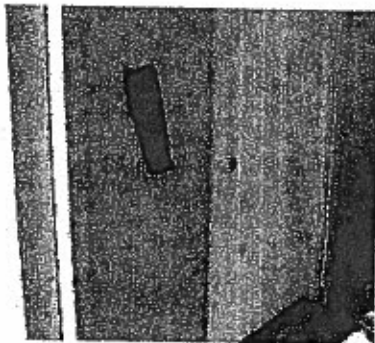
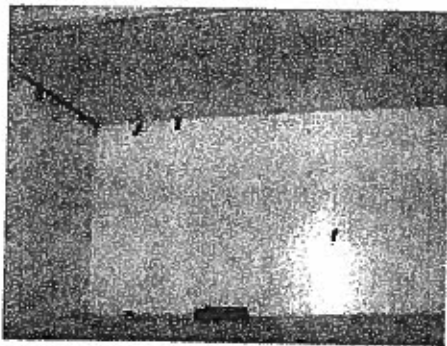






825-27K  
Resell





Oakwood

5	Tax Suit No. 08-0625, Hays Consolidated Independent School District vs. Lisa Miles Vaslet, et al; Lot 1, Block 7, Section 2, Rolling Hills Estates, a subdivision in Hays County, Texas, according to the map or plat thereof recorded in Volume 1, Page 55, Plat Records of Hays County, Texas, and being that property more particularly described in Volume 1299, Page 698, Official Public Records of Hays County, Texas, together with any and all improvements constructed upon, affixed to or located upon the above described real property. Tax Nos. R40663 and R40664 Judgment Date 02/25/09 Adjudged Value \$24,280.00	\$3,358.11  <i>PAID IN FULL</i>	\$565.29 2009
6	Suit No. 08-0951, City of San Marcos, et al vs. <u>Teresa Ann Garza, et al; A 28' X 44' HBOS/Oakwood Manufactured Home, bearing Label No. NTA0938239/40, Serial No. HOTX08809769A/B, situated at 236 Silver Peak Drive, Space 50, Saddlebrook Mobile Home Park, City of San Marcos, Hays County, Texas. Tax No. M117687 Judgment Date 08/27/09 Adjudged Value</u>	\$8,111.99  <i>No-Bid IN TRUST</i>	\$1,025.91 2009

## *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 appoint Lucy Johnson, Mayor of Kyle to represent Hays County on the Capital Area Regional Transportation Planning Organization (CARTPO).**

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

**PREFERRED MEETING DATE REQUESTED: 6/8/10**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Mayor Lucy Johnson**

**SPONSORED BY: Will Conley**

**SUMMARY:**

Mayor Johnson was recently elected in Kyle and has previous experience serving on various boards. She understands the transportation challenges we are facing. I feel like she will be a valuable asset to CARTPO and would like to appoint her to represent Hays County. Hays County currently has a vacant position on the Board.



# CITY OF KYLE

## Mayor Lucy C. Johnson

May 20<sup>th</sup>, 2010

City Hall  
100 Center Street  
Kyle, TX 78640

To the Hays County Commissioners Court:

This letter is to express my interest in being appointed as a representative for Hays County on the Capital Area Regional Transportation Planning Organization (CARTPO).

As the recently elected mayor of the City of Kyle, I realize our city is facing enormous challenges to provide adequate transportation facilities for our residents. As a member of CAPCOG's General Assembly, I understand the essential role CARTPO plays in making recommendations to provide transportation solutions on a regional basis. If our transportation needs are to be met, it is essential we plan on a regional basis. I would like to play a more active role in CAPCOG's programs so that I may learn more about public policy and transportation.

I served on the city's Mobility Committee as a citizen before being elected the Kyle City Council in 2008. I have since chaired the Parks and Recreation Committee and played an instrumental role in the City Council's decision to update our Comprehensive Plan. I also serve on the Hays-Caldwell Public Utility Agency and the Kyle TIF Board (created for the funding of FM 1626). I am currently pursuing a graduate degree in Public Administration at Texas State University and have taken coursework in transportation, land use planning, public finance, and other areas.

I believe that I can bring an important perspective to future discussions on transportation in our area. I will serve as an advocate for legislation that will impact our region's ability to fund our future transportation needs.

Thank you for your consideration of this request.

Sincerely,

Lucy Johnson, Mayor of Kyle

## *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 Work Authorizations No. 7 with Klotz Associates, Inc. for professional services for design of drainage works on E. Summit Drive.

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

☐ WORKSHOP    ☐ PROCLAMATION    ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** \$47,500 each

**LINE ITEM NUMBER OF FUNDS REQUIRED:** from 5448-010 to 5448-008

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Conley

**SUMMARY:** Klotz Associates has finished the related studies and is ready to begin designing & producing construction plans. Monies are available from savings realized from lower contracted costs on the Green Acres Bridge project.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to approve Work Authorizations No. 7 with Klotz Associates, Inc. for professional services for design of drainage works on E. Summit Drive.

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT:** \$47,500.00

**LINE ITEM NUMBER:** From 5448-010 (Contract Work) to 5448-008 (Consultants)

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:** Since the budget amounts for these line items are "ear marked" for specific projects it will need to be determined that funding is available from completed projects that allow these funds to be transferred from contract work to consultants.

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

**Work Authorization No. 7**  
**to Agreement Between Owner and Engineer for Professional**  
**Services between Hays County, Texas and Klotz Associates, Inc**  
**dated September 2, 2008 (Agreement) for Drainage Studies**

**Engineer's Services**

Engineer shall provide Services related to regional drainage issues in the East Summit Subdivision as set forth in the following tasks:

1. Assist the County Attorney to finalize easement documents for the interceptor ditch, the water quality features in the HOA lot, and the drainage easement in the 7.03-acre Gumbert property. Two meetings are included in this scope.
2. Meet with property owners to discuss and obtain easement approvals. Klotz Associates, Inc. will be the lead for meetings with the property owners individually of Lots 13 and 14. The County will be the lead for meetings with the property owners of Lot 12, the 7.03-acre Gumbert lot, and the HOA lot. Three meetings are included in this scope.
3. Coordinate with a surveyor to obtain a topographic survey within the 7.03-acre Gumbert lot. The survey will include topography of the existing levee, driveway, tree locations, and natural ground from E Summit to the first fence south of the driveway (approximately 250 linear feet). The engineer will meet with the surveyor in the field prior to beginning work.
4. Design a swale to assist in controlling and routing runoff from the Gumbert's northern property line to the southern fence line. The spoils from the swale excavation will be used for adding and extending the existing berm. A multi-barrel, small-diameter PVC culvert will be designed for the driveway to reduce the current degradation of the base. These construction drawings will not be suitable for competitive bid, but only for use for construction by knowledgeable County forces in conjunction with additional field support to be provided by Engineer. Two field visits during construction are included in this scope.
5. Coordinate with a surveyor to prepare a metes and bounds description of an easement that covers the swale and berm on the 7.03-acre Gumbert lot.
6. Prepare construction documents for the preferred water quality features in the Homeowner's Association (HOA) lot. The design will include revisions as per comments from the residents and Commissioner Conley. The plans will include hydraulic calculations to show flow capacities through the water quality features. The design will include limited grading from the water quality features to Cypress Creek (not the TxDOT right-of-way). The plans will be suitable for competitive bidding. City of Austin standard specifications will be used.
7. Prepare construction documents for approximately 400 LF of storm sewer line from the drainage low on the North side of E Summit Drive to the HOA lot. The line will include a junction box on the North side of E Summit Drive across from the HOA lot. The line will consist of three twenty-four-inch reinforced concrete pipes (3 - 24" RCPs). The plans will include plan and profile of the proposed line and related details. The plans will be suitable for competitive bidding. City of Austin standard



specifications will be used. One plan set and one CD with pdfs of documents will be provided, which consolidate Items 6 and 7 from this scope into one project.

8. Answer questions to contractors preparing bids for the storm sewer and water quality feature construction. Attend the bid opening. Four site visits during construction are included in this scope. Construction surveying is not included.
9. Coordinate and attend neighborhood meetings to update residents of progress and answer design and easement questions. Meeting notes will be prepared and distributed to attendees and the County. Two meetings are included in this scope.
10. All advertisement, reproduction and distribution of documents, scheduling prebid meeting and bid opening, and other administrative aspects of competitive bidding for this project will be performed by Hays County Purchasing staff.

### **Payment**

Using the procedures set forth in paragraph 2.01 of the Agreement, Owner shall pay Engineer a Lump Sum amount of \$47,500 for Tasks 1 through 9.

### **Schedule**

Estimated time to complete design tasks is 60 days; however, all Task schedules are heavily dependent on review and acceptance of the easement documents by both the County Attorney and the property owners.

**KLOTZ ASSOCIATES, INC.**

**HAYS COUNTY**

By: \_\_\_\_\_  
Scott Dukette, PE

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

Title: Vice President

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

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

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



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and possible action accept the Advance Funding Agreement – CSJ #0285-03-044 for RM 12 at Hugo Road and to authorize the County Judge to sign the agreement.**

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

**PREFERRED MEETING DATE REQUESTED: June 8, 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 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 turn lanes on RM 12 at Hugo 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.

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

**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 costs. Upon award of the construction contract the Local Government shall remit the balance of its funding share in six (6) 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 on sites not owned or to be acquired by the State.

**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: Hays County Judge  
111 East San Antonio, #300  
San Marcos, Texas 78666

**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.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

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

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

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

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

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

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

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

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

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

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

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

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

**Article 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. Debarment Certification.** The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

**Article 20. Signatory Warranty.** The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

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

**THE STATE OF TEXAS**

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

By \_\_\_\_\_

Date \_\_\_\_\_  
Carlos A. Lopez., P.E., District Engineer

**THE LOCAL GOVERNMENT**

Name of the Local Government **HAYS COUNTY**

By \_\_\_\_\_

Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

## Attachment A

### Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction of turn lanes on RM 12 at Hugo Road, which is an on-system location. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of this additional work is \$613,530 for construction bid items. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Construction of turn lane and intersection improvements	\$613,530	0%	\$0	100%	\$613,530
Subtotal	\$613,530		\$0		\$613,530
Direct State Costs (including plan review, inspection and oversight) 10%	\$61,353	100%	\$61,353	0%	\$0
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$674,883</b>		<b>\$61,353</b>		<b>\$613,530</b>

**Local Government's Participation (100%) = \$613,530**

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

The parties do not anticipate that ARRA funds will be obligated for this Project. Should the Local Government receive ARRA funds to be expended on this Project, the funding that the Local Government proposes to contribute to the Project would be reduced by the ARRA amount.

## **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.

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

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 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.

## *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 #0285-03-045 for RM 12 at Sink Creek and to authorize the County Judge to sign the agreement.**

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

**PREFERRED MEETING DATE REQUESTED: June 8, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: Commissioner Will Conley**

**SUMMARY:**

**See agreement for details.**

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 drainage 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 drainage improvements on RR 12 at Sink Creek, 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.

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

**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 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 on sites not owned or to be acquired by the State.

**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: Hays County Judge  
111 East San Antonio, #300  
San Marcos, Texas 78666

**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.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

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

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

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

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

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

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

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

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

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

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

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

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

**Article 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. Debarment Certification.** The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

**Article 20. Signatory Warranty.** The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

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

**THE STATE OF TEXAS**

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

By \_\_\_\_\_

Date \_\_\_\_\_  
Carlos A. Lopez, P.E., District Engineer

**THE LOCAL GOVERNMENT**

Name of the Local Government **HAYS COUNTY**

By \_\_\_\_\_

Date \_\_\_\_\_

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

## Attachment A

### Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction of a bridge to replace the existing multiple box culvert on RM 12 at Sink Creek, which is an on-system location. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of this additional work is \$2,842,350 for construction items. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Construction of drainage improvements	\$2,842,350	0%	\$0	100%	\$2,842,350
Subtotal	\$2,842,350		\$0		\$2,842,350
Direct State Costs (including plan review, inspection and oversight) 10%	\$284,235	0%	\$284,235	0%	\$0
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$3,126,585</b>		<b>\$284,235</b>		<b>\$2,842,350</b>

**Local Government's Participation (100%) = \$2,842,350**

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

The parties do not anticipate that ARRA funds will be obligated for this Project. Should the Local Government receive ARRA funds to be expended on this Project, the funding that the Local Government proposes to contribute to the Project would be reduced by the ARRA amount.



## **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.

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

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 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.

## *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 a resolution approving Hays County become a member of the Texas Indigent Health Care Association and amend the budget accordingly.**

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

**PREFERRED MEETING DATE REQUESTED: June 8, 2010**

**AMOUNT REQUIRED: \$200.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 120-675-00.5231 Medical Supplies to 120-675-00.5302 Membership Dues**

**REQUESTED BY: Margie Rodriguez/Priscilla Hargraves**

**SPONSORED BY: Ingalsbe**

#### **SUMMARY:**

Texas Indigent Health Care Association was created in 2004 as a program of the Urban Counties with the cooperation of the Texas Association of County when county indigent health care directors asked for organizational assistance in response to the State's discontinuation of the Texas Department of Health Regional Coordinators the prior year.

The basic goal of TIHCA is to provide timely information on upcoming legislative issues and state level changes as well as staff training on program administration.

Goals and commitments to members include: 1. Keeping programs up to date with the latest news and information, 2. strengthening inter-program dialogue and networking, 3. providing educational opportunities providing to programs technical support and peer review and 4. developing pooled-purchasing opportunities.

Membership is open to all programs with responsibilities under Ch 61, Health and Safety Code, which defines the responsibilities of counties, hospital districts, and public hospitals in providing health care to eligible resident who are considered indigent.

**Chairman**  
Kelly Curry  
Montgomery County  
Hospital District

**Chair Elect**  
Bride Roberts  
Williamson County

**Immediate Past Chair**  
Rita Kelley  
Bell County

**Secretary**  
Frank X. Salinas  
Webb County

### Board Members

Linda Dickerson  
Jasper County

Felix Luera  
University Medical Center  
Hospital District

Diana Buckley  
Ellis County

Donna Mussotter  
Rockwall County

Eddie Olivarez  
Hidalgo County

Lesla Gilbert  
Northwest Texas Healthcare  
System

500 West 13<sup>th</sup> Street  
Austin, TX 78701

Phone: 512.476.6174  
Fax: 512.476.5122

www.tihca.org

## TIHCA MEMBERSHIP

We would like to take this opportunity to invite you to become a member of the Texas Indigent Health Care Association (TIHCA), and receive the full benefits that TIHCA has to offer.

Enclosed you will find:

1. Background information about TIHCA,
2. A membership application, and
3. A copy of a proposed minute order resolution.

Membership in TIHCA is open to all entities that have responsibilities under Chapter 61 of the Texas Health and Safety Code. To join TIHCA, a program must adopt a minute order that states the following:

1. Approval of the Charter of the Texas Indigent Health Care Association; and
2. Designation of an official representative to the Texas Indigent Health Care Association to serve as the primary point of contact.

TIHCA's goals and commitment to members include:

- Keeping programs up to date with the latest news and information,
- Strengthening inter-program dialogue and networking,
- Providing educational opportunities,
- Providing to programs technical support and peer review, and
- Developing pooled-purchasing opportunities so that programs can use the power of group negotiating and purchasing to gain price reductions on things like pharmacology, durable medical equipment, and laboratory services.

You may visit the website at [www.tihca.org](http://www.tihca.org) or email us at [tihca@cuc.org](mailto:tihca@cuc.org) for additional information.

**Chairman**  
Kelly Curry  
*Montgomery County  
Hospital District*

**Chair Elect**  
Bride Roberts  
*Williamson County*

**Immediate Past Chair**  
Rita Kelley  
*Bell County*

**Secretary**  
Frank X. Salinas  
*Webb County*

### Board Members

Linda Dickerson  
*Jasper County*

Felix Luera  
*University Medical Center  
Hospital District*

Diana Buckley  
*Ellis County*

Donna Mussotter  
*Rockwall County*

Eddie Olivarez  
*Hidalgo County*

Lesa Gilbert  
*Northwest Texas Healthcare  
System*

500 West 13<sup>th</sup> Street  
Austin, TX 78701

Phone: 512.476.6174  
Fax: 512.476.5122

www.tihca.org

## The Value of Working Together to Manage our IHC Programs

There are over 254 Chapter 61 entities (counties, hospital districts and public hospitals) in the State of Texas. Each is required to provide indigent health care (IHC) within their service area. This unfunded mandate from the state government can create political, financial and operational issues at the local and regional level.

In recent years, the state has reduced administrative and financial support for IHC programs leaving each of them to, in effect, fend for themselves. The Texas Indigent Health Care Association has been formed to help Chapter 61 entities effectively address many of the issues surrounding IHC administration. TIHCA's intent is to meet and exceed the level of service formerly provided by the state.

### How can TIHCA help?

TIHCA can assist members in a number of ways to include:

- Keep programs up to date with the latest news and information,
- Strengthen inter-program dialogue and networking among programs,
- Provide educational opportunities to programs,
- Provide programs with technical support and peer review, and
- Develop pooled-purchasing opportunities so that programs can use the power of group negotiating and purchasing to gain price reductions on things like pharmacology, durable medical equipment and laboratory services.

### **What is the benefit of being a member of TIHCA?**

Working together TIHCA members can assist each other with finding solutions to operational issues that when coupled with cost savings arising from pooled-purchasing opportunities can save your organization money. Meaning you may be able to provide the same level of services while reducing the burden on your taxpayers.

### **How does my IHC program join TIHCA?**

For more information visit the web site [www.tihca.org](http://www.tihca.org).

### What is the Texas Indigent Health Care Association (TIHCA)?

The Texas Indigent Health Care Association (TIHCA) was created in 2004 as a program of the Urban Counties, with the co-operation of the Texas Association of Counties when county indigent health care directors asked for organizational assistance in response to the State's discontinuation of the Texas Department of Health Regional Coordinators the prior year.

### What does TIHCA do?

The basic goal of TIHCA is to provide timely information on upcoming legislative issues and state level changes as well as staff training on program administration.

### Who are the current members?

Aransas County	Garza County	Northwest Texas Healthcare System
Angelina County	Hale County	Palo Pinto General Hospital
Bastrop County	Hardin County	Panola County
Bell County	Harrison County	Parmer County Community Hospital
Bosque County	Henderson County	District
Brazoria County IHCP	Hidalgo County	Real County
Brown County	Hockley County	Rockwall County IHC
Brownfield Regional Medical Center	Hood County	San Jacinto County
Burnet County	Jasper County	Tom Green County
Caprock Hospital District	Jim Wells County	University Medical Center Hosp Dist
Chambers County	Lee County	University of Texas Medical Branch
Collin County	Liberty County	Van Zandt County
Donley County Hospital	Liberty County Hospital District No. 1	Walker County
Ellis County	Limestone County	Webb County
Falls County	McLennan County Welfare	Williamson County & Cities Health
Fayette County	Department	District
Fort Bend County	Montgomery County Hospital District	Wood County
Freestone County	Navarro County	

### Who are the current Board of Directors?

Chairman	Montgomery County Hospital District, Kelly Curry
Chairman Elect	Williamson County, Bride Roberts
Immediate Past Chair	Bell County, Rita Kelley
Secretary	Webb County, Frank X. Salinas
Board Member	Jasper County, Linda Dickerson
Board Member	University Medical Center, Felix Luera
Board Member	Hidalgo County, Eddie Olivarez
Board Member	Rockwall County, Donna Mussotter
Board Member	Ellis County, Diana Buckley
Board Member	Northwest Texas Healthcare System, Lesa Gilbert

### Who is eligible to join?

Membership is open to all programs with responsibilities under Chapter 61. Has responsibilities under Chapter 61, Health And Safety Code, which defines the responsibilities of counties, hospital districts, and public hospitals in providing health care to eligible residents who are considered indigent.

### How does an eligible entity join?

Interested counties, hospital districts and public hospitals may contact Windy Johnson at the Urban Counties offices for assistance in joining TIHCA. A potential member joins (or makes application) by adopting a minute order authorizing the county, HD, or PH to become a member of the association, authorizing the necessary expenditures for membership dues and appointing a representative to speak on behalf of the entity.

# TIHCA

## Membership Application

☐ NEW MEMBERSHIP

☐ RENEWING MEMBERSHIP

County Name	Hays County
Chapter 61 Program Type	County
Contact	Margie Rodriguez
Title	Indigent Health Care Coordinator
Physical Address	401-A Broadway
City, State, Zip	San Marcos, Texas 78666
Mailing Address	401-A Broadway
City, State, Zip	San Marcos, Texas 78666
Phone	(512) 393-5520
Fax	(512) 393-5530
Email Address	margie@co.hays.tx.us
Website Address	www.co.hays.tx.us
Number of Full-Time Employees	3
Number of Clients/Patients	140
Federal Poverty Income Limit	210%

Upon completion, please submit to TIHCA at [tihca@cuc.org](mailto:tihca@cuc.org), or fax to 512.476.5122



## Board Resolution

STATE OF TEXAS           §

§

COUNTY OF HAYS       §

**WHEREAS**, the governing board of the Hays County Commissioner's Court believes it to be in the best interest of Hays County to join the Texas Indigent Health Care Associate ("TIHCA"); and

**WHEREAS**, it is believed that participation in TIHCA will be highly beneficial to the taxpayers of Hays County through the efficiencies and potential savings to be realized;

**NOW, THEREFORE, BE IT RESOLVED, THAT HAYS COUNTY COMMISSIONERS' COURT** agrees to join Texas Indigent Health Care Association, and:

1. Approves the attached TIHCA Charter and agrees to be bound thereby in connection with its membership in TIHCA;
2. Appoints Margie Rodriguez as its Representative to TIHCA, whose contact information is:

Phone number: (512) 393-5535  
Fax number: (512) 393-5530  
Address: 401-A Broadway, San Marcos, Texas, 78666  
Email Address: [margie@co.hays.tx.us](mailto:margie@co.hays.tx.us)

3. Approves and authorizes the payment of initial dues to TIHCA in an amount of \$200; such dues being the initial membership dues charged by TIHCA for the time period extending through December 2011.

**BE IT FURTHER RESOLVED**, that the execution of this Resolution shall evidence the election of Hays County to become a member of the TIHCA upon the terms and conditions stated in the attached Charter. The governing board of Hays County has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the person named, who is hereby granted power to exercise the same.

**BE IT FURTHER RESOLVED**, that the meeting at which this Resolution was approved was duly noticed and held in strict compliance with the Texas Open Meetings Act, ch. 551 Tex. Gov't. Code.

**ADOPTED THIS THE 8TH DAY OF JUNE, 2010**

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

\_\_\_\_\_  
Debbie Gonzales Ingalsbe  
Commissioner, Pct. 1

\_\_\_\_\_  
Jeff Barton  
Commissioner, Pct. 2

\_\_\_\_\_  
Will Conley  
Commissioner, Pct. 3

\_\_\_\_\_  
Karen Ford  
Commissioner, Pct. 4

ATTEST:



## *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 County Judge's execution of Closing documents associated with numerous Right of Way (ROW) Acquisition projects; to authorize the County Judge to execute Closing Documents associated with ROW acquisition on FM110 and Dacy Lane; and to amend the Resolution of Commissioners Court adopted on or about June 23, 2009 that addresses County Commissioners' and County Judge's authority to perform ROW acquisition.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** INGALSBE

**SPONSORED BY:** INGALSBE

**SUMMARY:** The Commissioners Court adopted a resolution regarding ROW acquisition on or about June 23, 2009. That resolution attempted to describe the authority Court members have related to ROW acquisition. Since adoption of that Resolution, staff and Court members have been acting under the assumption that the County Judge could execute Closing documents for negotiated ROW projects. Upon further review, however, the resolution requires that Closing authorizations may only be granted by Commissioners Court. This item proposes to fix the Closings that have been executed to date, and further proposes to grant broader authority to the Commissioners and Judge to execute Closings without bringing those items back to Court.



## RESOLUTION

STATE OF TEXAS       §  
COUNTY OF HAYS     §

**WHEREAS**, Hays County is experiencing continued growth that is projected to continue in the coming years; and

**WHEREAS**, Hays County plans to accommodate that growth, in part, by making county-wide road improvements to enhance safety and mobility; and

**WHEREAS**, the Hays County Commissioners Court has identified a large number of active road projects by way of 1) a Pass Through Toll Agreement between Hays County and the Texas Department of Transportation and 2) a declaration of "Priority Roads," both of which were included in a bond proposition that was passed by the citizens of Hays County on or about the 4<sup>th</sup> day of November, 2008; and

**WHEREAS**, the Hays County Commissioners are also *Ex Officio* Road Commissioners and may act with any and all authority granted to them by the Hays County Commissioners Court; and

**WHEREAS**, the Hays County Commissioners Court has determined that granting greater autonomy to *Ex Officio* Road Commissioners in the management and oversight of road projects in their respective precincts would streamline the efficiency of road projects and save on project costs; and

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners, acting in their capacity as *Ex Officio* Road Commissioners, are hereby authorized to perform the following duties related to roads in their respective precincts:

- 1) Determine the priority and sequence of road-related projects, based on the Commissioner's assessment of road conditions, with input from Hays County staff and consultants;
- 2) Execute work authorizations for any road-related contracts that have been approved by the Hays County Commissioners Court;
- 3) Authorize the payment of invoices for road-related projects (such authorization to be received by the Hays County Auditor); and
- 4) Authorize Change Orders for road-related projects, as long as the Change Order does not exceed a value of twenty-five thousand dollars (\$25,000 USD) and does not increase the total contract amount by more than ten percent (10%) or decrease the total contract amount by more than twenty percent (20%).
- 5) Negotiate the terms and conditions of Right of Way acquisition, granted that the decision to file suit for Right of Entry, Condemnation, or other acquisition-related matters shall remain the prerogative of the Hays County Commissioners Court, as well as the decision to accept a negotiated price and execute closing documents for the purchase of property, shall remain the prerogative of the Hays County Commissioners Court.
- 5)6) Coordinate the execution of Closing documents by the Hays County Judge, which shall be authorized up to an amount equal to the estimated market value of the acquisition property, plus five percent (5%).
- 6)7) Exercise any and all other powers granted to them by the Hays County Commissioners Court or otherwise granted to them by law.

**RESOLVED, ORDERED, AND DECLARED** this the 23<sup>rd</sup> day of June, 2009.

\_\_\_\_\_  
Elizabeth "Liz Sumter  
Hays County Judge

\_\_\_\_\_  
Debbie Ingalsbe  
County Commissioner, Pct. 1

\_\_\_\_\_  
Jeff Barton  
County Commissioner, Pct. 2

**ATTEST:**

\_\_\_\_\_  
Linda Fritsche  
Hays County Clerk

\_\_\_\_\_  
Will Conley  
County Commissioner, Pct. 3

\_\_\_\_\_  
Karen Ford  
County Commissioner, Pct. 4

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and Possible action to approve the selection of Rolando L. Rios & Associates, PLLC for Redistricting of Commissioner Precincts and authorize Commissioners Conley and Ingalsbe to negotiate a contract.**

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

**PREFERRED MEETING DATE REQUESTED: June 8, 2010**

**AMOUNT REQUIRED: to be determined**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Commissioner Ingalsbe and Conley**

**SPONSORED BY: Commissioner Ingalsbe and Conley**

**SUMMARY:**

**The redistricting committee met and reviewed the two RFQ's that were received. It was a unanimous decision to recommend Rolando Rios for these services.**

**Committee members: Joyce Cowan, Steve Floyd, Will Conley and Debbie Ingalsbe.**

**Mr. Rios would like to begin gathering data in preparation for the redistricting process. This data will include downloading shape files for voting precincts, census blocks, census tracks, as well as voter registration and turn out data for the county voting precincts. This data is necessary to insure that the State, the Census Bureau and the County are working with the same shape files in preparation for redistricting.**

**The actual process of appointing committees and drawing plans would not need to start until after November 2010.**

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and Possible action to fund, a county owned facility, the LBJ Museum of San Marcos for capital improvements; the renovation of the second floor to include the installation of an elevator to meet ADA requirements.**

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

**PREFERRED MEETING DATE REQUESTED: June 8, 2010**

**AMOUNT REQUIRED: up to \$225,000**

**LINE ITEM NUMBER OF FUNDS REQUIRED: to be determined**

**REQUESTED BY: LBJ Museum BOD**

**SPONSORED BY: Ingalsbe/Conley**

**SUMMARY: The LBJ Museum currently has a long term lease (50 years – terminating on December 31, 2055) with Hays County. The Board of Directors is requesting \$225,000 which can be split into two FY allocations if necessary, for renovations to our county facility.**

**The money would be used to construct viable multi-use space on the second floor to include: a new reading room, restrooms, exhibit area and auditorium, which would be available for public use in downtown, meeting space that downtown is currently lacking. Also, a new HVAC, elevator for ADA requirements and access, fire alarm, a sprinkler system plus all the electrical, lighting, plumbing, and insulation required.**

**Other fundraising efforts have occurred which include: grants from the Texas Pioneer Foundation \$25,000, the Hobby Foundation \$10,000, Hochheim Prairie Farm Mutual Ins. \$725.**

**The City of SM recently approved \$89,350 for the downstairs/first floor, archival/curation work.**

**This is a facility that Hays County has no intentions of selling and we believe that investing in this facility would be in our interest.**

**\$150,000 could possibly come from the funds to implement the fire code, since most likely, that will not happen this fiscal year.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Fund a county owned facility, the LBJ Museum of San Marcos for capital improvements; the renovation of the second floor to include the installation of an elevator to meet ADA requirements

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$225,000.00

**LINE ITEM NUMBER:** TBD

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** Funds will need to be identified with a possible budget amendment.

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

# Lyndon Baines Johnson Museum of San Marcos

131 N. Guadalupe St. ♦ P.O. Box 3 ♦ San Marcos, Texas 78667  
(512) 353-3300 ♦ [www.lbjmuseum.com](http://www.lbjmuseum.com)

---



May 25, 2010

The Honorable Liz Sumter  
Hays County Judge  
and Members of the Hays County Commissioners Court  
111 East San Antonio Street, Suite 300  
San Marcos, TX 78666

Dear Judge Sumter and Hays County Commissioners,

Thank you for approving the inclusion of a proposal from the Lyndon Baines Johnson Museum of San Marcos on the June 8, 2010, Commissioners Court agenda. The Board of Directors is excited to be able to talk with the full court about our hopes and dreams for the museum.

Attached are copies of several documents that Board Vice President Scott Gregson and Bill Cunningham reviewed with Commissioner Ingalsbe. I wanted to make sure you and all commissioners had the same documentation in advance to the June 8 court session.

At its May 18, 2010, meeting, the San Marcos City Council approved on second reading a contract with the museum that will allow us to construct a temperature controlled archival/artifact storage area and a curation area in the unfinished back area of the first floor of the museum. These areas must be completed before work on the second floor can begin. The current "closet" that is being used to store our artifacts and archives is the elevator mechanicals room.

Virtually ever since the museum opened on Dec. 6, 2006, local citizens have inquired about the availability of the expansive second floor. People are seeking venues for large group gatherings, meeting areas that are located in the central business district. We understand that there is a significant need for such a space that might be used special art and historical exhibits, as well as special events. Of course it would allow the museum to host regular lectures, panel discussions, special and traveling exhibits and other special events, as well as providing space for public access to a library and research facility that would house the many books and periodicals that have been donated to the museum.

As the owner of the building that houses the LBJ Museum, Hays County has a vested interest in seeing the structure developed to a viable multi-use space. Funding the second floor renovation, including the installation of an elevator to meet ADA requirements, would be not only a legacy from the County to the citizens of the local community, but a smart business decision.

## Board of Directors

Pat Murdock  
*President*

Scott Gregson  
*Vice President*

Carmen Imel  
*Secretary*

Theresa Schwartz  
*Treasurer*

Ted Breihan  
Eleanor Crook

Teresa Santerre Hobby

Vicki Meehan-Clarke

Ed Mihalkanin

John L. Navarrette

Jim Pape

## Honorary Board Members

Libby Linebarger

Lyndon Nugent

Patty Sullivan

Stanley Tanger

Virginia Woods

## Museum Manager

Bill Cunningham

## Museum Assistant

Rafael Garcia

The 2009 activity report document was prepared for our annual meeting, which was delayed until Feb. 3, 2010, because of board member illnesses. I would like to provide a few details about our activities during January through mid-May 2010 because I believe they reflect well the museum's possibilities.

In January, we developed and mounted a special exhibit dedicated to Martin Luther King. Several of us participated in the Martin Luther King Day Parade and attended the ceremonies heralding the City and County property transfer for the LBJ/MLK Crosswalk project. We share the Crosswalk Committee's pride in what they have accomplished and applaud City of San Marcos and Hays County officials' cooperative spirit in bringing this to fruition in a relatively short time.

At our annual meeting on Feb. 3, we voted to employ former board member Bill Cunningham on a contract labor basis to assist with the operation and fundraising for the museum on a three-month trial basis, beginning March 3. As someone who has spent countless hours working at and for the museum, I can say honestly that, after almost three months, Bill has been a God-send. It is my belief that, regardless how committed you might be, it is virtually impossible to keep a museum viable and open without paid staff.

Here are a few of the activities held at the museum during the past two months:

- A small crew of Bobcat Build volunteers worked at the museum on March 27.
- We hosted some 90 kids and their teachers from a local charter school on April 6.
- We had more than 30 visitors on Hays County Employee Appreciation Day on April 13. We provided coffee, soft drinks and pastries and we are grateful to be able to do so.
- We had coffee and pastries for those who participated in the April 24 "Just for Fun Parade."
- We mounted a new exhibit and hosted more than 50 visitors at all-era reunion kick-off reception celebrating the 100<sup>th</sup> anniversary of the *University Star* on April 30. LBJ twice served as summer editor of the *Star* during his student days. The editorship is thought to be his first elected position.
- We participated in Texas Natural Weekend festival on the courthouse square on May 15 and saw not only many visitors to our table but many to the conveniently located museum.
- A tour group of thirty private school students from Corpus Christi visited the museum Friday.

June 12 will be the date for the museum's 8<sup>th</sup> annual golf tournament. This year's tournament will be dedicated to the memory of the late Ed Cable who worked so hard to establish the golf tournament as an annual fundraiser. And we hope to repeat our 60s Night at the Museum this August. Watch for the date for that.

In addition to our annual fundraising solicitation, we have received grants from the Texas Pioneer Foundation (\$25,000) (the second since the museum opened), the Hobby Foundation (\$10,000), and have received another contribution from Hochheim Prairie Farm Mutual Insurance Branch 204 (\$725). The city contract amount is \$89,350 for the downstairs archival/curation area work.

While not an activity, one interesting development has been the creation of a Face Book page for the LBJ Museum of San Marcos, thanks to Rafael Garcia working with Bill



Cunningham to bring us into the social media era. They report that the number of friends registered had increased to close to 300 at last count and grows every day.

We are committed to sustaining the LBJ Museum of San Marcos as a viable part of our downtown and a true partner in our local tourist industry. We appreciate your consideration of county support. We are excited about the opportunity to work with you. We welcome your suggestions and your active involvement.

Sincerely,

A handwritten signature in black ink, reading "Patricia G. Murdock". The signature is fluid and cursive, with a large initial "P" and "M".

Patricia G. Murdock  
President of the Board

Enclosures

## **Calendar Year 2009 Activity Report**

### **LBJ Museum of San Marcos**

The Lyndon Baines Johnson Museum of San Marcos is dedicated to promoting a better understanding and appreciation of the life and times of the 36th President of the United States, Lyndon Baines Johnson. Our museum fills a special niche in the Johnson legacy by celebrating not only the President's days in San Marcos while attending what is now Texas State University-San Marcos but also his days as a public school teacher in the South Texas town of Cotulla and the impact these experiences had on his leadership in the development of legislation, especially in the areas of education and civil rights.

Our museum has a unique perspective to share with the public about the man known as "The Education President." It is the only Johnson site in Texas that focuses on the President's university student years, including his year in Cotulla. It took volunteers more than nine years to raise enough funds to renovate the building in which it is housed. The building is owned by Hays County, with which we have a long-term lease at the rate of \$1 per year.

The museum represents a major effort to preserve and share important artifacts and memories of our "Education President" with generations of Texas school children, as well as to enhance the already growing local tourist industry by providing another tourist site for out-of-town visitors.

The President's San Marcos-Texas State experience was one of lasting influence. He got his start in politics while in college, working behind the scenes to elect candidates to student government positions. He was a member of the school's debate team and the student newspaper staff. He expressed his political beliefs in early newspaper editorials and columns, and he prepared for a brief teaching career where he learned firsthand the impact of poverty and discrimination on the lives of young school children.

What is now Texas State University-San Marcos remains the only university in the State of Texas – public or private – to have graduated a U.S. President. His days in San Marcos and Cotulla were transformational days where he gained experiences and feelings that led to his success as a public servant and to his drafting and promoting legislation that would make lives better for all Americans.

The LBJ Museum of San Marcos is a 501 (c) (3) non profit that depends heavily on volunteers, memberships, grants and contributions. Supporting organizations in San Marcos have included the San Marcos City Council, the San Marcos Convention and Visitors Bureau and the Hays County Commissioners Court, as well as the Greater San Marcos Area and San Marcos Hispanic Chambers of Commerce, the Downtown Association, the Main Street program and The Texas Pioneer Foundation. Texas State University has strongly supported the concept of a community museum dedicated to President Johnson since it is the only Texas University to claim a U.S. President as an alumnus.

The LBJ Museum of San Marcos opened its doors on Dec. 6, 2006, after nine years of planning, fundraising, and building renovation. The idea of creating a museum in San Marcos came from a mayor's Blue Ribbon Committee on Tourism Development in 1997. Many of you probably knew John Cooper, who was one of the moving forces behind the creation of the museum. We have two of the "original organizers" who remain on the museum's Board of Directors – Mrs. Eleanor Crook and Dr. Edward Mihalkanin. We are indebted to our early founders.

After the museum opened Dec. 6, 2006, Scott Jordan was hired as its first director in April of 2007. Scott's last day at the museum was Nov. 28, 2009. He left to accept a position with the Texas Heritage Trails program in the West Texas town of Sonora. We are without a director right now, but we are keeping our scheduled open times, thanks to Rafael Garcia, a December 2009 Texas State graduate who completed an internship with the museum during this past fall semester. Our museum is open to the public without charge from 10 a.m. to 5 p.m. Thursdays, Fridays and Saturdays. We are also receptive to opening for special tours, etc., on a by-arrangement basis.

Here is a brief review of the museum's activities during the 2009 calendar year.

On *January 14, 2009*, we hosted a reception for the Texas Historical Commission's local workshop conference attendees.

On *April 7, 2009*, we took our Oral History Project exhibit to the lobby of Evans Auditorium at Texas State for the university's LBJ Centennial Lyndon Baines Johnson Distinguished Lecture Series presentation by the president's daughters, Luci Baines Johnson and Lynda Robb. We felt privileged to have been involved in the LBJ Centennial.

*May 5, 2009* – Joined the observance of Hays County Employee Recognition Day by providing coffee and cookies for employees who visited the museum.

*May 16, 2009* – Texas Natural Weekend – Table exhibit on the Courthouse Square.

*June 13, 2009* – 16 teams competed in our 7<sup>th</sup> Annual Museum Golf Tournament fundraiser, which moved from Woodcreek to the Quail Creek Country Club. Be on the look out for the date of this year's tournament.

*August 7, 2009* – 60s Night at the Museum – I truly think some of our board members thought I was crazy to suggest it, but our 60s Night at the Museum was so much fun and such a successful fundraiser that we are considering having it again this coming August.

*August 27, 2009* – LBJ's birthday – We felt we should stay open on LBJ's Birthday so we were and we celebrated with birthday cake and other goodies.

*August 30, 2009* – Hays County Democratic LBJ Picnic – For the second year in a row, the museum was invited to have a table exhibit at the picnic. Although we did not attend, we were invited to send materials for the Guadalupe County Democratic get-together this past year, too. We are non-partisan – Sen. Jeff Wentworth is an annual contributor – but think these were important opportunities for us.

*Sept. 16, 2009* – The opening reception for the visiting "A Tejano Son of Texas" Exhibit that celebrated Hispanic Heritage Month in San Marcos was the best-attended event we've had at the museum since our opening reception on Dec. 6, 2006. A total of 141 individuals signed the guest register for the reception. We discovered the day before the reception that there were a number of direct descendants of "Polly" Rodriguez who reside in Hays County. Both the City and Hays County presented proclamations heralding our observance. The exhibit was made possible by a grant from the city's now-defunct Minority Tourism Development Board. It was President Johnson who introduced the first Hispanic Heritage celebration as a national observation in 1968 as Hispanic Heritage Week. The week was expanded by President Ronald Reagan in 1988 to cover a 30-day period beginning September 15 and ending October 15 each year.

*Oct. 8, 2009* – Reception for CASA volunteers who were holding their state convention in San Marcos.

*Oct. 12, 2009* – The most recent class of Leadership San Marcos visited the museum.

*Oct. 23, 2009* – We hosted a reception for a 1980s era Leadership Texas class reunion at the museum. Among the "graduates" of that class were former Museum Board President Nora Linares-Moeller, former San Marcos Mayor Kathy Morris and Hays County Judge Liz Sumter.

*Nov. 6, 2009* – We were invited to take our traveling trunk to the Aquarena Springs Reunion at the San Marcos Convention Center.

*Nov. 7, 2009* – The museum displayed the winning Veterans Day posters completed by San Marcos public school fifth graders from Brenda Butler's class at Mendez Elementary School. The museum was open and staffed during the city's annual downtown Veterans Day Parade.

*Nov. 28, 2009* – We heralded the opening of the exhibit titled "LBJ Country: Through the Camera Lens of Norman Dietel" on Saturday, Nov. 28, 2009 and said good bye to departing museum director Scott Jordan. The Dietel exhibit contains panels of mounted photographs taken by the late Norman J. Dietel who was the son of the

founder and himself the long-time editor and publisher of the *Fredericksburg Radio Post* newspaper. An old time newspaperman and photographer, Dietel became friends with Lyndon Johnson in the course of his meticulous coverage of the Texas Hill Country while Johnson was a senator. The prints on display are from a collection of some 1,200 photographs and negatives donated to the museum by Dietel's daughter, Rosemarie "Pixie" Dietel Hageman of San Marcos. The exhibit was assembled by Jordan, who took a special interest in the historical Dietel photos. The exhibit consists of five panels mounted in the museum's main gallery. They reflect a range of LBJ related subject matter – from the President's entertainment at the Texas White House of such distinguished guests as Conrad Adenauer and Van Cleburne to scenes in Stonewall and Fredericksburg churches. The Dietel collection has been converted to digital format, thanks to the Portals of Texas History program at the University of North Texas. Funded by the Summerlee Foundation, the program helps small museums and entities like the LBJ Museum of San Marcos preserve archival materials. The photographs and negatives were scanned and put on disc for the museum. Come take a look at the Dietel Exhibit. The exhibit was up through April 23, 2010.

*Jan. 18, 2010* – We assembled a small MLK/LBJ exhibit and kept the museum open on MLK Day. We are supporters of the LBJ/MLK Crosswalk Committee's efforts to get an appropriate memorial at the intersection of LBJ and MLK Drives in the city, and several of our board members witnessed the Mayor and County Judge's signing of the agreement to transfer the "crosswalk corner" from the county to the city.

This brings us up to date. There is much we can accomplish in the future, if we have the funds and the volunteers to do it. Our museum is a non-profit organization that is working to meet its financial needs. We would love to be able to complete the renovation of this building so we can make full use of the massive second floor and our back area. We think there is a real need for meeting and exhibit space in the downtown area. Before we can hope to make those improvements, we must conduct a successful campaign for both operating funds and capital improvements.

If you have LBJ artifacts or memorabilia lying around your house, consider sharing them with the museum. If you have ideas that would help us survive or expand, don't hesitate to let us know. You can call me at 512-353-1943 or e-mail me at [pmurdock@centurytel.net](mailto:pmurdock@centurytel.net).

---

# Gomillion Kester Zimmerman, Inc.

---

architecture ~ planning ~ restoration

---

18 May 2010

Patricia Murdock, Chairman  
LBJ Museum of San Marcos  
131 North Guadalupe Street/ P.O. Box 3  
San Marcos, Texas 78666

re: PROPOSAL FOR ARCHITECTURAL SERVICES:  
Phase 2 Architectural and Engineering Services/ Upstairs Area  
San Marcos, Texas

Dear Patricia,

I appreciate the opportunity to provide this proposal to you for consideration. Please review it and let me know if it conforms to your expectations for services.

Attached to this proposal is the most recent design layout I had received from Scott Jordan for the upstairs area. The scope of work basically consists of new reading room, restrooms, exhibit area, and auditorium upstairs, plus new HVAC, an elevator for ADA access, and sprinklering the first and second levels. The work is shown as being done in two phases but the practical thing would be to do all the renovations at the same time, funding permitting. Based on similar projects, I would estimate the cost of the proposed renovations for the 6,000sf Upstairs Area to run about \$25/SF, or roughly \$150,000. The elevator and sprinkler work should cost another \$80,000, for an estimated project budget of \$225,000.

Regarding A/E fees, we could do design and permit drawings for \$2/sf, or \$12,000, plus reimbursables of about \$950 for ADA registration and printing. If for some reason you needed us to also do bidding assistance and construction oversight, you can expect to add an additional \$1,850 to the fee, but I seem to remember Scott Gregson saying at a past board meeting that he and Ted would take care of that, which is fine.

I have drafted this Proposal based on my understanding of the services you are seeking, but if it does not adequately address your desired scope of services I will be happy to amend, amplify, or change it as you see fit. Otherwise, if the terms are acceptable to you, please let me know and I will send you a Letter of Agreement and we will begin the work. Thanks for this opportunity to be of service to you.

Very truly yours,

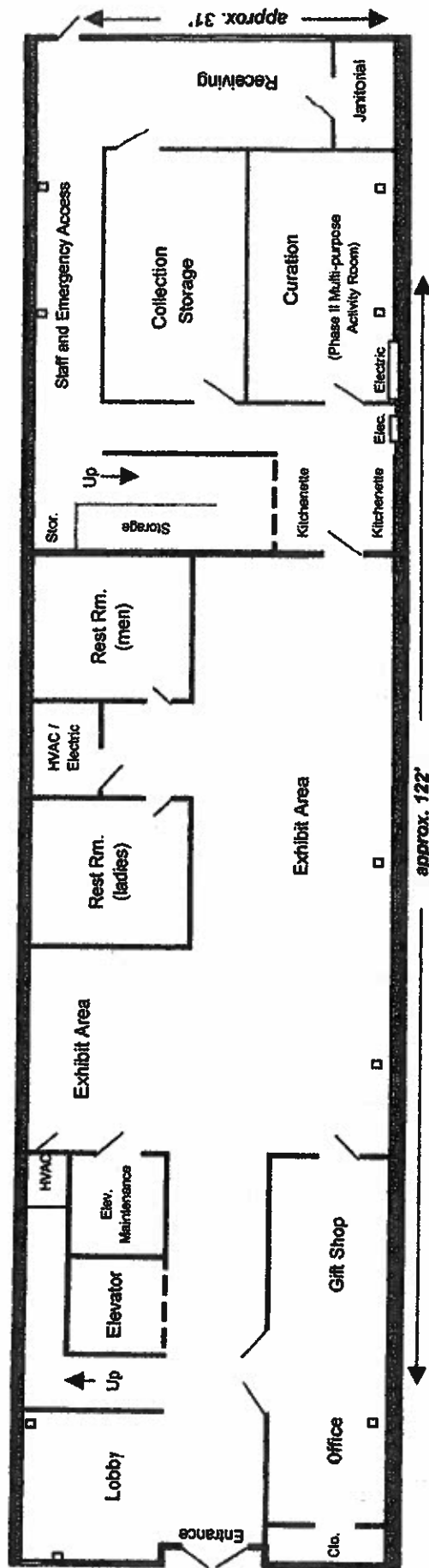
Frank Gomillion

---

516 W. Hopkins Street  
San Marcos, Texas 78666

512.353.3339 office  
512.353.3001 fax

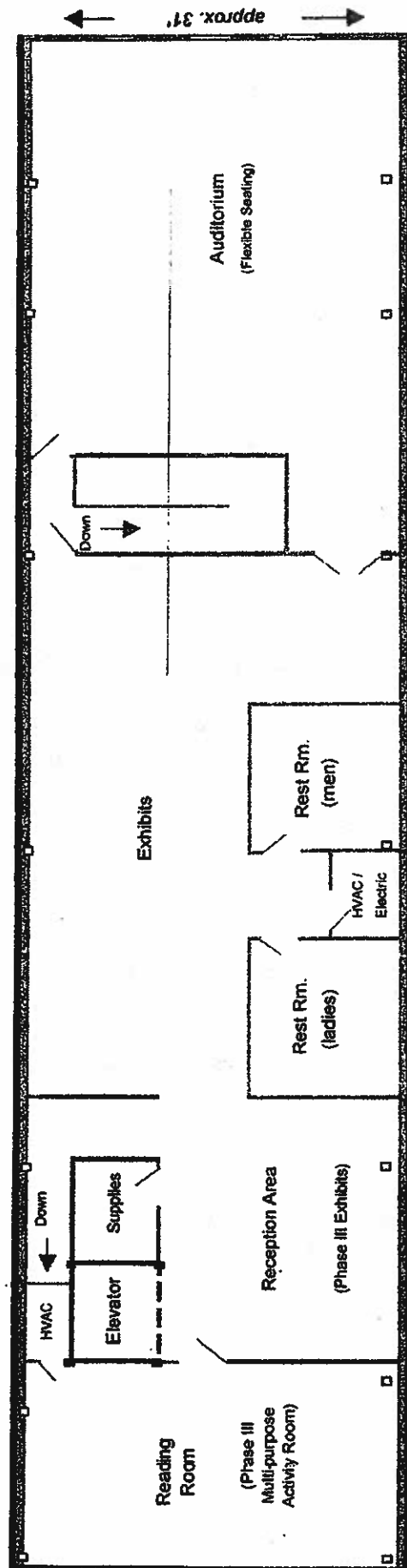
---



# FIRST FLOOR

Blue: Phase One

Environmentally controlled Collections Storage on ground floor, near back entrance receiving area  
Curation room for work, study, lounge, etc. and installed kitchenette  
Phase II Multi-purpose Activity Room for temporary exhibits, meetings, classroom, etc.  
Staff and Emergency Access must be clear through-way from both first and second floors



# SECOND FLOOR

Red: Phase Two

Green: Phase Three

Large open spaces for Reception, Temporary Exhibits, Auditorium, Reading Room  
Restrooms along wall, full size, handicap access  
Phase III Multi-purpose Activity Room for Classroom, Reading Room, Auditorium, Meetings, etc.  
Phase III Temporary Exhibits and Reception

\* MECH CLOSET IN SAME

MECH CLOSET IN SAME

# The Downtown Association of San Marcos

*A Texas Natural!*

May 20, 2010

Honorable Liz Sumter, Hays County Judge and Hays County Commissioners  
111 East San Antonio Street  
San Marcos, Texas 78666

Honorable Susan Narvaiz, Mayor and San Marcos City Council Members  
630 East Hopkins Street  
San Marcos, Texas 78666

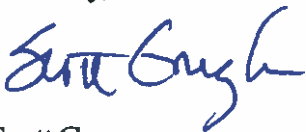
Dear Judge, Mayor, County Commissioners and City Council Members:

The Downtown Association in our last regular meeting in a unanimous vote of the attending members support the efforts currently being undertaken to finalize the capital improvements and sustainable operating funding of the LBJ Museum of San Marcos. As Hays County migrates significant operations out of the downtown area, the City of San Marcos implements recommendations of the Downtown Master Plan and Texas State University implements its own master plan, it is meaningful to leave a handprint to promote cultural opportunities while creating valuable and currently unavailable public meeting space in our downtown.

The opportunity to finalize and gain full use of this public facility by sharing the financial responsibilities between the county and city government along with private funding is a productive use of a public funds within our community. Allowing for broadened cultural opportunities in our downtown and increasing the demographic of visitors should be a top priority.

On behalf of the San Marcos Downtown Association, we ask for your support of this endeavor.

Sincerely,



Scott Gregson  
President



**DEVELOPMENT SERVICES-PLANNING**

May 23, 2010

Honorable Liz Sumter, Hays County Judge and Hays County Commissioners  
111 East San Antonio Street  
San Marcos, Texas 78666

Honorable Susan Narvaiz, Mayor and San Marcos City Council Members  
610 East Hopkins Street  
San Marcos, Texas 78666

Dear Judge, Mayor, County Commissioners and City Council Members:

Following a brief project overview from Scott Gregson, the San Marcos Historic Preservation Commission voted unanimously at the March 4<sup>th</sup> regular meeting to support the efforts currently being undertaken to finalize the capital improvements and sustainable operating funding at the San Marcos LBJ Museum. The Commission agreed with Mr. Gregson that the opportunity to finalize and gain full use of this public facility by sharing the financial responsibilities between the county and city government along with private funding is a productive use of public funds within the community.

Sincerely,

A handwritten signature in black ink, appearing to read "John Foreman", with a stylized flourish extending to the right.

John Foreman  
Planner, Historic Preservation Officer



Agenda Item Request Form

# Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

no later than 12:00 noon on WEDNESDAY.

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

**AGENDA ITEM:** Discussion and possible action to approve the purchase of a post hole digger/auger attachment for the skid-steer loader at the RPTP Transportation Division not to exceed \$3,400, and to amend the budget accordingly.

Consent, Action, Executive Session, Etc. –

**MEETING DATE REQUESTED:** June 8, 2010

**REQUESTED BY:** Commissioner Ingalsbe / Jerry Borcharding

**FUNDS REQUIRED:** \$2,948.45 (Auction revenue deposited in 020-710-00.4635 and equipment to be purchased out of 020-710-00.5719)

**SUMMARY:**

The RPTP Department/Transportation Division would like to purchase an auger attachment for the skid-steer loader in order to assume some of the guardrail repair/installation work, thus reducing the need for contracted work. The funds that would be used are proceeds from auctioned equipment during the year.

COUNTY JUDGE

COUNTY AUDITOR

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

**ACTION TAKEN / ACTION REQUIRED:**

# Agenda Item Routing Form

**DESCRIPTION OF Item:** Approve the purchase of a post hole digger/auger attachment for the skid-steer loader at the RPTP Transportation Division not to exceed \$3,400, and to amend the budget accordingly. The RPTP Department/Transportation Division would like to purchase an auger attachment for the skid-steer loader in order to assume some of the guardrail repair/installation work, thus reducing the need for contracted work. The funds that would be used are proceeds from auctioned equipment during the year.

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

## COUNTY AUDITOR

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$2,948.45

**LINE ITEM NUMBER:** Auction revenue deposited in 020-710-00.4635 and equipment to be purchased out of 020-710-00.5719

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:** This will require a budget amendment.

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

Investment Proposal for:  
HAYS COUNTY ROAD DEPT.  
1401 W. SAN ANTONIO  
SAN MARCOS TX  
SAN MARCOS, TX 78666  
Phone: (512) 392-3260



Terry Weeter  
16415 N IH-35  
Pflugerville, TX 78660  
0  
Mobile: (512) 940-3521

includes 4 year warranty on drive unit  
Includes skidsteer mounting bracket, hoses, and hose couplers

**Equipment: NEW 2009 PREMIER AUGER INC. AUGER**

---

**Key Features**

HO19 AUGER    HO19 AUGER  
12                12" ROCK BIT

**Serial Number**

TBD (0 Approximated Hours)

Equipment Price    \$2,948.45

**Purchase Price of this Unit:                \$2,948.45**

**PROPOSAL SUMMARY**

---

Equipment Total	\$2,948.46
Sub Total	\$2,948.46
Estimated sales tax to apply (TXEG TX GOVT EXEMPT 0%)	\$0.00
<b>Total Investment</b>	<b><u>\$2,948.45</u></b>

**Terry Weeter**

RDO EQUIPMENT CO.  
tweeter@rdoequipment.com

## Garry Ingalsbe

---

**From:** Rick Rinehardt [rick@everythingattachments.com]  
**Sent:** Thursday, May 20, 2010 3:34 PM  
**To:** Garry Ingalsbe  
**Subject:** Auger Drive Quote

I can provide the McMillen X-1475 drive unit, 2" Hex output shaft, complete with mounting, cradle, hose for \$2,283.00 and add the Rock Auger 12" diameter X 48" length for \$1,025.00. Your total, delivered to terminal is \$3,308.00... Questions? Call or e-mail... Rick Rinehardt, Everything Attachments 866-581-51

McMillen X1475 Skid Steer Planetary Auger Drive Unit, 2" Hex Drive, 10-25 GPM, 30" Maximum diameter At for hours on end, day in, day out. It includes the Cradle, Universal Skid Steer Quick Attach Mounting face couplers. Visit the auger bit pages to find an auger to fit your needs. McMillen X Series Planetary industry standard for reliability and performance. 2 Year comprehensive warranty, 5 Year warranty on 1 Shipping within Continental US

<http://www.everythingattachments.com/v/vspfiles/photos/MC-Auger-Drive-PLAN2HEX-X1475-2.jpg>  
<http://www.everythingattachments.com/v/vspfiles/photos/MC-Rock-Auger-Bits-MCROCK-2.jpg>

McMillen Rock Ripper Auger Bits, for Rock, Frozen Ground & Compacted Soils. McMillen offers the best : Hydraulic Auger Drive Unit. 3/8" Thick Fabricated Boring Heads, 2" hex drive. Two Year Warranty. Avail



## Mobile

**Mobile 512-470-2127**

## *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 a resolution in support of and requesting the re-designation or dual designation of portions of FM 3407, RM 12, SH 21 and SH 80 by the Texas Department of Transportation; and declaring an effective date.**

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

**PREFERRED MEETING DATE REQUESTED: June 8, 2010**

**AMOUNT REQUIRED: none**

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

**REQUESTED BY: City of SM**

**SPONSORED BY: Ingalsbe**

#### **SUMMARY:**

**In order to change the IH-35 signage to direct Wimberley traffic to the Wonder World Extension, TxDOT has requested the City and County adopt resolutions for the following:**

- **Re-designate FM 3407 to RM 12 from SH 123 west to Wimberley**
- **Re-designate RM 12 to SH 80 along what we call Hopkins**
- **Dual-designate SH 80 and SH 21 from IH-35 east to the SH 21 intersection.**

**Because a portion of these ROW's are outside the city limits, the county will also need to adopt a resolution.**

**The City Council acted on this at their June 1<sup>st</sup> meeting.**



111 E. San Antonio Street  
San Marcos, Texas 78666

**RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT**

**A RESOLUTION OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, SUPPORTING AND REQUESTING THE RE-DESIGNATION OR DUAL DESIGNATION OF PORTIONS OF FM 3407, RM 12, SH 21 AND SH 80 BY THE TEXAS DEPARTMENT OF TRANSPORTATION; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the City of San Marcos, in cooperation with the Texas Department of Transportation, is constructing a new location extension of FM 3407 between FM 2439 (Hunter Road) and RM 12 west of San Marcos, and

**WHEREAS**, the City of San Marcos and the Texas Department of Transportation agreed to conditions authorized by Texas Transportation Commission Minute Order 108745, dated December 13, 2001, for the City of San Marcos to accept maintenance and operations responsibilities of certain sections of RM 12 and RM 2439 totaling approximately 4.6 miles, and

**WHEREAS**, The FM 3407 extension will open to traffic in the Summer of 2010 and the City of San Marcos is striving to ensure the safety of motorists and its citizens in providing clear routing of traffic on state and local roadways, and

**WHEREAS**, SH 21 and SH 80 are major connecting state roadways in the City of San Marcos on which motorists require additional routing guidance for safe and efficient travel.

**NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:**

That the Hays County Commissioners Court is in support of the following re-designations:

- a.** re-designate FM 3407 as RM 12 from the intersection of FM 3407 at RM 12 to SH 123;

b. re-designate RM 12 to SH 80 from approximately three miles west of Loop 82 to IH 35; and

c. dual designate SH 80 with SH 21 from the intersection of SH 80 and IH 35 eastward to the intersection of SH 80 and SH 21.

**AND BE IT FURTHER RESOLVED THAT:**

a. the County Judge may sign such further instruments as may be requested by the Texas Department of Transportation for it to complete such re-designations.

b. That this Resolution shall be in full force and effect from and after its passage.

**ADOPTED** on this the 8<sup>th</sup> day of June, 2010

---

Elizabeth "Liz" Sumter  
Hays County Judge

---

Debbie Gonzalez Ingalsbe  
Commissioner, Precinct 1

---

Jeff Barton  
Commissioner, Precinct 2

---

Will Conley  
Commissioner, Precinct 3

---

Karen Ford  
Commissioner, Precinct 4

---

Attest: Linda Fritsche, Hays County Clerk



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and Possible action to accept Change Order #2, a deduction totaling \$43,938, for three electrical changes for the Hays County Government Center.

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

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** none

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

**REQUESTED BY:** Ingalsbe

**SPONSORED BY:** Ingalsbe

**SUMMARY:**

**Three deductions have been considered being:**

1. Substitute PVC Underground for Branch Feeds in Lieu of EMT Overhead
2. Substitute 9 Wire Home Runs in Lieu of 5 Wire Home Runs
3. Substitute MC Cable in Lieu of Conduit/Wire

**Supplier, Subcontractor and Contractor in making substitution request or in using an approved substitution, represent they have personally investigated the proposed substitution and determined it is equal or superior in all respects to specified product or system and will perform intended function.**

### SUBMITTAL TRANSMITTAL

PROJECT: Hays County Government Center

SUBMITTAL NO: 260533-001

SECTION NUMBER ----260533--

ARCH PROJ. NO.: 343063-120168

SEQUENCE NUMBER -----001-----

SPECIFICATION TITLE: Conduit

RE-SUBMITTAL CHARACTER -----

MANUFACTURER:

☒ "Base" Manufacturer

☐ "Optional" Manufacturer

(Do not submit on manufacturers not listed in specifications)

(Complete attached Optional Product/System Comparison form if manufacturer is an "Optional" manufacturer)

DESCRIPTION OF SUBMITTED ITEM: Substitution Request to use MC Cable in lieu of Conduit/Wire

NOTE 1: Submittal transmittal to Architect indicates Contractor, and subcontractor have reviewed for compliance with Contract Documents and have approved submittal.

THIS TRANSMITTAL FORM SHALL STAY WITH SUBMITTAL THROUGHOUT ROUTING. COPY FOR FILE.

ROUTING SEQUENCE	ACTION TAKEN BY	DATE REC'D	DATE SENT	NUMBER COPIES	ACTION TAKEN
SUBCONTRACTOR / SUPPLIER:	Prism Electric				A
CONSTRUCTION MANAGER: Balfour Beatty Construction	Jacob Peltier	5-10-10	5-12-10		A
ARCHITECT: HDR Architecture, Inc.					
CONSTRUCTION MANAGER: Balfour Beatty Construction					
SUBCONTRACTOR / SUPPLIER:			N.A.		
OWNER:	N.A.		N.A.		N.A.

**ACTION LEGEND:** (Indicate in ACTION TAKEN column above)

A APPROVED

B APPROVED AS NOTED

C REVISE AND RESUBMIT

D NOT APPROVED

E NO ACTION REQUIRED BY ARCHITECT

E1 Submittal not required

E2 Project Information or Contract Closeout Information Submittal

Architect's action taken in accordance with provisions of Contract Documents.

#### COMMENTS:

☐ SEE ATTACHED COMMENTS

☐ SEE ENCLOSED SUBMITTAL FOR COMMENTS

☐ SUPPLEMENTAL INFORMATION REQUIRED

END OF SUBMITTAL TRANSMITTAL

**Balfour Beatty**  
 Construction

**Transmittal**
**Project** [10532] - Hays County Municipal  
 Government Complex Facility

**View Date** 5/12/2010

 Balfour Beatty Construction, LLC  
 3100 McKinnon 10th Floor  
 Dallas, TX 75201  
 Phone: 214-451-1000  
 Fax: 214-451-1020

**Transmittal No.** 10532-  
 00005

<b>To</b> Mr. Bob Case HDR Architecture, Inc. 17111 Preston Road Suite 300 Dallas, TX 75248-1232 Phone: 972-960-4000 Fax: 972-960-4185  <b>From</b> Mr. Jacob Peltier (Balfour Beatty Construction)  <b>Subject</b> Submittal Package 00003.0: Prism Substitution Requests MC Cable, PVC Branch Feeds, and 9 Wire Home Runs	<b>Date</b> 5/12/2010 <b>Items listed are being sent</b> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Under Separate Cover <b>CSI Code</b> 260533 - Conduits
--	---

We are transmitting the following to you:

- |   |   |   |                                      |                                  |
|---|---|---|--------------------------------------|----------------------------------|
| <input type="checkbox"/> Product Data           | <input type="checkbox"/> Samples            | <input type="checkbox"/> Shop Drawings        | <input type="checkbox"/> O&M Manuals | <input type="checkbox"/> Plans   |
| <input type="checkbox"/> Architectural Drawings | <input checked="" type="checkbox"/> Letters | <input type="checkbox"/> Specifications       | <input type="checkbox"/> Prints      | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Engineering Drawings   | <input type="checkbox"/> Change Orders      | <input checked="" type="checkbox"/> Submittal |                                      |                                  |

**Submittals**

Pkg. No./Rev.	Item No./Rev.	Description	Copies	Reason	Action	Due	Status
00003.0	260533-001.0	MC CABLE IN LIEU OF CONDUIT/WIRE	1	For Approval		5/26/2010	Submitted
00003.0	260533-002.0	PVC UNDERGROUND IN LIEU OF EMT OVERHEAD	1	For Approval		5/26/2010	Submitted
00003.0	260533-003.0	9 WIRE HOME RUNS IN LIEU OF 5 WIRE HOME RUNS	1	For Approval		5/26/2010	Submitted

**Remarks**

Received By

Printed Name

Date

**Linked Documents**

Document Type	Document	Open	Description	Date	Size (KB)
Sub. Pkg.	00003.0		Prism Substitution Requests MC Cable, PVC Branc...		

**Balfour Beatty**  
Construction

# Submittal Approval

**HDR**

Engineer Approval

**Balfour Beatty**  
Construction

BALFOUR BEATTY CONSTRUCTION	
This submittal has been reviewed for general compliance with the plans and specifications. This review and the response indicated below does not relieve subcontractor/supplier of any contractual responsibilities, including the furnishing of all items required by the contract documents, and the conformity of quantities and dimensions.	
Date <u>5-12-10</u>	By <u>[Signature]</u>
<input checked="" type="checkbox"/> NO EXCEPTIONS	<input type="checkbox"/> DELIVERY REQUIRED FOR THESE MATERIALS
<input type="checkbox"/> EXCEPTIONS NOTED	
<input type="checkbox"/> REVISE AND RESUBMIT	
<input type="checkbox"/> REJECTED	
Submittal No. <u>001</u>	Spec Section <u>260533</u>



**REFERENCES:**

LIST MINIMUM OF FIVE PREVIOUS INSTALLATIONS, WHICH PROPOSED PRODUCT HAS BEEN INSTALLED FOR AT LEAST FOUR YEARS:

Project:	ELLIS COUNTY - OFFICES
Address:	
Architect (name & phone):	HDR
Owner (name & phone):	ELLIS COUNTY
Contractor:	BALFOUR BEATTY CONSTRUCTION
Date Installed:	2009 - 2010
Dollar Value this Work:	\$ + 30K
Project:	
Address:	
Architect (name & phone):	
Owner (name & phone):	
Contractor:	
Date Installed:	
Dollar Value this Work:	\$
Project:	
Address:	
Architect (name & phone):	
Owner (name & phone):	
Contractor:	
Date Installed:	
Dollar Value this Work:	\$
Project:	
Address:	
Architect (name & phone):	
Owner (name & phone):	
Contractor:	
Date Installed:	
Dollar Value this Work:	\$
Project:	
Address:	
Architect (name & phone):	
Owner (name & phone):	
Contractor:	
Date Installed:	
Dollar Value this Work:	\$
Project:	
Address:	
Architect (name & phone):	
Owner (name & phone):	
Contractor:	
Date Installed:	
Dollar Value this Work:	\$

**EFFECT OF SUBSTITUTION:**

Substitution affects other parts of Work: No ☒ Yes ☐ (If yes, explain below)  
 Substitution requires dimensional revision or redesign of structure or mechanical and electrical Work: No ☒ Yes ☐ (If yes, explain below)  
 Same warrantee provided as specified base product: No ☐ Yes ☒ (If yes, explain below)  
 Explanation: PREFAB WIREMESH SAVES LABOR

Cost difference: \$ 29,713.<sup>00</sup> (add / ~~deduct~~)  
 Total cost implications of substitution on Project: \$ 29,713.<sup>00</sup> (add / ~~deduct~~)  
 Total time implications: \$ \_\_\_\_\_ (add / deduct) calendar days.

**STATEMENT OF CONFORMANCE OF REQUEST TO CONTRACT REQUIREMENTS:**

Supplier, Subcontractor and Contractor in making substitution request or in using an approved substitution represent:

- ☒ Has personally investigated the proposed substitution and determined it is equal or superior in all respects to specified product or system and will perform intended function, except as stated above.  
☒ Is in full compliance with applicable code requirements.  
☒ Will provide same warranty for substitute item as for product, system or method specified.  
☒ Will coordinate installation of accepted substitution into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects.  
☒ Waive all claims for additional costs or time extensions related to substitution that subsequently become apparent or are caused by substitution.  
 N/A ☐ If a finish product, color wise and pattern wise complies with base specified items.  
☒ Certifies cost data presented is complete and includes all related costs under this Contract, excluding Architect's review and redesign cost.  
 N/A ☐ Will pay Architect's review and redesign cost, special inspections, and other costs caused by substitution.  
 N/A ☐ Will pay additional costs to other contractors caused by substitution.  
☒ Will modify other parts of Work as may be needed, to make all parts of Work complete and functioning.  
☒ Acknowledge acceptance of these provisions.

List of Attachments: \_\_\_\_\_

**ACKNOWLEDGEMENTS:**

FOLLOWING FIRM HEREBY REQUESTS CONSIDERATION OF FOLLOWING PRODUCT OR SYSTEMS AS A SUBSTITUTION IN ACCORD WITH PROVISIONS OF CONTRACT DOCUMENTS:

Supplier/Vender: PRISM ELECTRIC INC.  
 Acknowledged by (print & sign): NATHAN SKJONSAV Date: 5-10-10  
 Position: PROJECT MANAGER Phone: 512-466-5191

Subcontractor:

Acknowledged by (print & sign): \_\_\_\_\_ Date: \_\_\_\_\_  
 Position: \_\_\_\_\_ Phone: \_\_\_\_\_

Contractor:

Acknowledged by (print & sign): \_\_\_\_\_ Date: \_\_\_\_\_  
 Position: \_\_\_\_\_ Phone: \_\_\_\_\_

### SUBMITTAL TRANSMITTAL

PROJECT: Hays County Government Center

SUBMITTAL NO: 260533-002

SECTION NUMBER ----260533--

ARCH PROJ. NO.: 343063-120168

SEQUENCE NUMBER -----002-----

SPECIFICATION TITLE: Conduit

RE-SUBMITTAL CHARACTER -----

MANUFACTURER:

☒ "Base" Manufacturer

☐ "Optional" Manufacturer

(Do not submit on manufacturers not listed in specifications)

(Complete attached Optional Product/System Comparison form if manufacturer is an "Optional" manufacturer)

DESCRIPTION OF SUBMITTED ITEM: Substitution Request to use PVC Underground for Branch Feeds in Lieu of EMT Overhead

NOTE 1: Submittal transmittal to Architect indicates Contractor, and subcontractor have reviewed for compliance with Contract Documents and have approved submittal.

THIS TRANSMITTAL FORM SHALL STAY WITH SUBMITTAL THROUGHOUT ROUTING. COPY FOR FILE.

ROUTING SEQUENCE	ACTION TAKEN BY	DATE REC'D	DATE SENT	NUMBER COPIES	ACTION TAKEN
SUBCONTRACTOR / SUPPLIER:	Prism Electric				A
CONSTRUCTION MANAGER: Balfour Beatty Construction	Jacob Peltier	5-10-10	5-12-10		A
ARCHITECT: HDR Architecture, Inc.					
CONSTRUCTION MANAGER: Balfour Beatty Construction					
SUBCONTRACTOR / SUPPLIER:			N.A.		
OWNER:	N.A.		N.A.		N.A.

**ACTION LEGEND:** (Indicate in ACTION TAKEN column above)

A APPROVED

B APPROVED AS NOTED

C REVISE AND RESUBMIT

D NOT APPROVED

E NO ACTION REQUIRED BY ARCHITECT

E1 Submittal not required

E2 Project Information or Contract Closeout Information Submittal

Architect's action taken in accordance with provisions of Contract Documents.

COMMENTS:

☐ SEE ATTACHED COMMENTS

☐ SEE ENCLOSED SUBMITTAL FOR COMMENTS

☐ SUPPLEMENTAL INFORMATION REQUIRED

**END OF SUBMITTAL TRANSMITTAL**



**Balfour Beatty**  
 Construction

**Transmittal**
**Project** [10532] - Hays County Municipal  
 Government Complex Facility

**View Date** 5/12/2010

 Balfour Beatty Construction, LLC  
 3100 McKinnon 10th Floor  
 Dallas, TX 75201  
 Phone: 214-451-1000  
 Fax: 214-451-1020

**Transmittal No.** 10532-  
 00005

<b>To</b> Mr. Bob Case HDR Architecture, Inc. 17111 Preston Road Suite 300 Dallas, TX 75248-1232 Phone: 972-960-4000 Fax: 972-960-4185  <b>From</b> Mr. Jacob Peltier (Balfour Beatty Construction)  <b>Subject</b> Submittal Package 00003.0: Prism Substitution Requests MC Cable, PVC Branch Feeds, and 9 Wire Home Runs	<b>Date</b> 5/12/2010 <b>Items listed are being sent</b> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Under Separate Cover <b>CSI Code</b> 260533 - Conduits
--	---

We are transmitting the following to you:

- |   |   |   |                                      |                                  |
|---|---|---|--------------------------------------|----------------------------------|
| <input type="checkbox"/> Product Data           | <input type="checkbox"/> Samples            | <input type="checkbox"/> Shop Drawings        | <input type="checkbox"/> O&M Manuals | <input type="checkbox"/> Plans   |
| <input type="checkbox"/> Architectural Drawings | <input checked="" type="checkbox"/> Letters | <input type="checkbox"/> Specifications       | <input type="checkbox"/> Prints      | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Engineering Drawings   | <input type="checkbox"/> Change Orders      | <input checked="" type="checkbox"/> Submittal |                                      |                                  |

**Submittals**

Pkg. No./Rev.	Item No./Rev.	Description	Copies	Reason	Action	Due	Status
00003.0	260533-001.0	MC CABLE IN LIEU OF CONDUIT/WIRE	1	For Approval		5/26/2010	Submitted
00003.0	260533-002.0	PVC UNDERGROUND IN LIEU OF EMT OVERHEAD	1	For Approval		5/26/2010	Submitted
00003.0	260533-003.0	9 WIRE HOME RUNS IN LIEU OF 5 WIRE HOME RUNS	1	For Approval		5/26/2010	Submitted

**Remarks**

Received By

Printed Name

Date

**Linked Documents**

Document Type	Document	Open	Description	Date	Size (KB)
Sub. Pkg.	00003.0		Prism Substitution Requests MC Cable, PVC Branc...		

**Balfour Beatty**  
Construction

# Submittal Approval

**HDR**

Engineer Approval

**Balfour Beatty**  
Construction

BALFOUR BEATTY CONSTRUCTION	
This submittal has been reviewed for general compliance with the plans and specifications. This review and the response indicated below does not relieve subcontractor/supplier of any contractual responsibility, including the furnishing of all items required by the contract documents and the confirmation of all quantities and dimensions.	
Date <u>5-12-10</u>	By <u>[Signature]</u>
<input checked="" type="checkbox"/> NO EXCEPTIONS	<input type="checkbox"/> DELIVERY REQUIRED FOR THESE MATERIALS
<input type="checkbox"/> EXCEPTIONS NOTED	
<input type="checkbox"/> REVISE AND RESUBMIT	
<input type="checkbox"/> REJECTED	
Submittal No. <u>002</u>	Spec Section <u>260533</u>

Provide a one-to-one comparison of proposed substitution with ALL specified attributes and qualities of specified item(s)

147

**REFERENCES:**

LIST MINIMUM OF FIVE PREVIOUS INSTALLATIONS, WHICH PROPOSED PRODUCT HAS BEEN INSTALLED FOR AT LEAST FOUR YEARS:

Project: ELLIS County - OFFICES  
Address: \_\_\_\_\_  
Architect (name & phone): HDR  
Owner (name & phone): ELLIS County  
Contractor: BALFOUR BEATTY CONSTRUCTION  
Date Installed: 2009-2010  
Dollar Value this Work: \$ + 5K

Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Architect (name & phone): \_\_\_\_\_  
Owner (name & phone): \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Date Installed: \_\_\_\_\_  
Dollar Value this Work: \$ \_\_\_\_\_

Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Architect (name & phone): \_\_\_\_\_  
Owner (name & phone): \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Date Installed: \_\_\_\_\_  
Dollar Value this Work: \$ \_\_\_\_\_

Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Architect (name & phone): \_\_\_\_\_  
Owner (name & phone): \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Date Installed: \_\_\_\_\_  
Dollar Value this Work: \$ \_\_\_\_\_

Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Architect (name & phone): \_\_\_\_\_  
Owner (name & phone): \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Date Installed: \_\_\_\_\_  
Dollar Value this Work: \$ \_\_\_\_\_

Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Architect (name & phone): \_\_\_\_\_  
Owner (name & phone): \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Date Installed: \_\_\_\_\_  
Dollar Value this Work: \$ \_\_\_\_\_

**EFFECT OF SUBSTITUTION:**Substitution affects other parts of Work: No ☒ Yes ☐ (If yes, explain below)Substitution requires dimensional revision or redesign No ☒ Yes ☐ (If yes, explain below)

of structure or mechanical and electrical Work:

Same warrantee provided as specified base product: No ☐ Yes ☒ (If yes, explain below)Explanation: UNDERGROUND FEEDERS WILL ELIMINATE CONFLICTS WITH OTHER TRADES IN LIMITED CEILING SPACE

Cost difference: \$ 4,912.<sup>00</sup> (add / deduct).  
 Total cost implications of substitution on Project: \$ 4,912.<sup>00</sup> (add / deduct).  
 Total time implications: \$ \_\_\_\_\_ (add / deduct) calendar days.

**STATEMENT OF CONFORMANCE OF REQUEST TO CONTRACT REQUIREMENTS:**

Supplier, Subcontractor and Contractor in making substitution request or in using an approved substitution represent:

- ☒ Has personally investigated the proposed substitution and determined it is equal or superior in all respects to specified product or system and will perform intended function, except as stated above.  
☒ Is in full compliance with applicable code requirements.  
☒ Will provide same warranty for substitute item as for product, system or method specified.  
☒ Will coordinate installation of accepted substitution into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects.  
☒ Waive all claims for additional costs or time extensions related to substitution that subsequently become apparent or are caused by substitution.  
N/A ☐ If a finish product, color wise and pattern wise complies with base specified items.  
☒ Certifies cost data presented is complete and includes all related costs under this Contract, excluding Architect's review and redesign cost.  
N/A ☐ Will pay Architect's review and redesign cost, special inspections, and other costs caused by substitution.  
N/A ☐ Will pay additional costs to other contractors caused by substitution.  
☒ Will modify other parts of Work as may be needed, to make all parts of Work complete and functioning.  
☒ Acknowledge acceptance of these provisions.

List of Attachments: \_\_\_\_\_

**ACKNOWLEDGEMENTS:**

FOLLOWING FIRM HEREBY REQUESTS CONSIDERATION OF FOLLOWING PRODUCT OR SYSTEMS AS A SUBSTITUTION IN ACCORD WITH PROVISIONS OF CONTRACT DOCUMENTS:

Supplier/Vender: PRISM ELECTRIC INC.  
 Acknowledged by (print & sign): NATHAN SKJODVIG Date: 5-12-12  
 Position: PROJECT MANAGER Phone: 512-466-5191

Subcontractor:

Acknowledged by (print & sign): \_\_\_\_\_ Date: \_\_\_\_\_  
 Position: \_\_\_\_\_ Phone: \_\_\_\_\_

Contractor:

Acknowledged by (print & sign): \_\_\_\_\_ Date: \_\_\_\_\_  
 Position: \_\_\_\_\_ Phone: \_\_\_\_\_

### SUBMITTAL TRANSMITTAL

PROJECT: Hays County Government Center

SUBMITTAL NO: 260533-003

SECTION NUMBER ---260533---

SEQUENCE NUMBER -----003-----

RE-SUBMITTAL CHARACTER -----

ARCH PROJ. NO.: 343063-120168

SPECIFICATION TITLE: Conduit

MANUFACTURER:

☒ "Base" Manufacturer

☐ "Optional" Manufacturer

(Do not submit on manufacturers not listed in specifications)

(Complete attached Optional Product/System Comparison form if manufacturer is an "Optional" manufacturer)

DESCRIPTION OF SUBMITTED ITEM: Substitution Request to use 9 Wire Home Runs in Lieu of 5 Wire Home Runs

NOTE 1: Submittal transmittal to Architect indicates Contractor, and subcontractor have reviewed for compliance with Contract Documents and have approved submittal.

THIS TRANSMITTAL FORM SHALL STAY WITH SUBMITTAL THROUGHOUT ROUTING. COPY FOR FILE.

ROUTING SEQUENCE	ACTION TAKEN BY	DATE REC'D	DATE SENT	NUMBER COPIES	ACTION TAKEN
SUBCONTRACTOR / SUPPLIER:	Prism Electric				A
CONSTRUCTION MANAGER: Balfour Beatty Construction	Jacob Peltier	5-10-10	5-12-10		A
ARCHITECT: HDR Architecture, Inc.					
CONSTRUCTION MANAGER: Balfour Beatty Construction					
SUBCONTRACTOR / SUPPLIER:			N.A.		
OWNER:	N.A.		N.A.		N.A.

**ACTION LEGEND:** (Indicate in ACTION TAKEN column above)

A APPROVED

B APPROVED AS NOTED

C REVISE AND RESUBMIT

D NOT APPROVED

E NO ACTION REQUIRED BY ARCHITECT

E1 Submittal not required

E2 Project Information or Contract Closeout Information Submittal

Architect's action taken in accordance with provisions of Contract Documents.

#### COMMENTS:

☐ SEE ATTACHED COMMENTS

☐ SEE ENCLOSED SUBMITTAL FOR COMMENTS

☐ SUPPLEMENTAL INFORMATION REQUIRED

END OF SUBMITTAL TRANSMITTAL

**Balfour Beatty**  
 Construction

**Transmittal**
**Project** [10532] - Hays County Municipal  
 Government Complex Facility

**View Date** 5/12/2010

 Balfour Beatty Construction, LLC  
 3100 McKinnon 10th Floor  
 Dallas, TX 75201  
 Phone: 214-451-1000  
 Fax: 214-451-1020

**Transmittal No.** 10532-  
 00005

<b>To</b> Mr. Bob Case HDR Architecture, Inc. 17111 Preston Road Suite 300 Dallas, TX 75248-1232 Phone: 972-960-4000 Fax: 972-960-4185  <b>From</b> Mr. Jacob Peltier (Balfour Beatty Construction)  <b>Subject</b> Submittal Package 00003.0: Prism Substitution Requests MC Cable, PVC Branch Feeds, and 9 Wire Home Runs	<b>Date</b> 5/12/2010 <b>Items listed are being sent</b> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Under Separate Cover <b>CSI Code</b> 260533 - Conduits
--	---

We are transmitting the following to you:

- |   |   |   |                                      |                                  |
|---|---|---|--------------------------------------|----------------------------------|
| <input type="checkbox"/> Product Data           | <input type="checkbox"/> Samples            | <input type="checkbox"/> Shop Drawings        | <input type="checkbox"/> O&M Manuals | <input type="checkbox"/> Plans   |
| <input type="checkbox"/> Architectural Drawings | <input checked="" type="checkbox"/> Letters | <input type="checkbox"/> Specifications       | <input type="checkbox"/> Prints      | <input type="checkbox"/> Addenda |
| <input type="checkbox"/> Engineering Drawings   | <input type="checkbox"/> Change Orders      | <input checked="" type="checkbox"/> Submittal |                                      |                                  |

**Submittals**

Pkg. No./Rev.	Item No./Rev.	Description	Copies	Reason	Action	Due	Status
00003.0	260533-001.0	MC CABLE IN LIEU OF CONDUIT/WIRE	1	For Approval		5/26/2010	Submitted
00003.0	260533-002.0	PVC UNDERGROUND IN LIEU OF EMT OVERHEAD	1	For Approval		5/26/2010	Submitted
00003.0	260533-003.0	9 WIRE HOME RUNS IN LIEU OF 5 WIRE HOME RUNS	1	For Approval		5/26/2010	Submitted

**Remarks**

Received By

Printed Name

Date

**Linked Documents**

Document Type	Document	Open	Description	Date	Size (KB)
Sub. Pkg.	00003.0		Prism Substitution Requests MC Cable, PVC Branc...		

**Balfour Beatty**  
Construction

# Submittal Approval

**HDR**

Engineer Approval

**Balfour Beatty**  
Construction

<b>BALFOUR BEATTY CONSTRUCTION</b>	
This submittal has been reviewed for general compliance with the plans and specifications. This review and the response indicated below does not relieve subcontractor/supplier of any contractual responsibilities including the furnishing of all items required by the contract documents and the confirmation of quantities and dimensions.	
Date <u>5-12-10</u>	By <u>[Signature]</u>
<input checked="" type="checkbox"/> NO EXCEPTIONS	<input type="checkbox"/> DELIVERY REQUIRED FOR THESE MATERIALS
<input type="checkbox"/> EXCEPTIONS NOTED	
<input type="checkbox"/> REVISE AND RE-SUBMIT	
<input type="checkbox"/> REJECTED	
Submittal No. <u>003</u>	Spec Section <u>260533</u>





**REFERENCES:**

LIST MINIMUM OF FIVE PREVIOUS INSTALLATIONS, WHICH PROPOSED PRODUCT HAS BEEN INSTALLED FOR AT LEAST FOUR YEARS:

Project: ELLIS COUNTY - OFFICE  
Address: \_\_\_\_\_  
Architect (name & phone): HDR  
Owner (name & phone): ELLIS COUNTY  
Contractor: BAL FOUR BEATTY CONSTRUCTION  
Date Installed: 2009-2012  
Dollar Value this Work: \$ +7K

Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Architect (name & phone): \_\_\_\_\_  
Owner (name & phone): \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Date Installed: \_\_\_\_\_  
Dollar Value this Work: \$ \_\_\_\_\_

Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Architect (name & phone): \_\_\_\_\_  
Owner (name & phone): \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Date Installed: \_\_\_\_\_  
Dollar Value this Work: \$ \_\_\_\_\_

Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Architect (name & phone): \_\_\_\_\_  
Owner (name & phone): \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Date Installed: \_\_\_\_\_  
Dollar Value this Work: \$ \_\_\_\_\_

Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Architect (name & phone): \_\_\_\_\_  
Owner (name & phone): \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Date Installed: \_\_\_\_\_  
Dollar Value this Work: \$ \_\_\_\_\_

Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Architect (name & phone): \_\_\_\_\_  
Owner (name & phone): \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Date Installed: \_\_\_\_\_  
Dollar Value this Work: \$ \_\_\_\_\_

**EFFECT OF SUBSTITUTION:**Substitution affects other parts of Work: No ☒ Yes ☐ (If yes, explain below)Substitution requires dimensional revision or redesign of structure or mechanical and electrical Work: No ☒ Yes ☐ (If yes, explain below)Same warranty provided as specified base product: No ☐ Yes ☒ (If yes, explain below)Explanation: 9 WIRE HOMERUN'S WILL SAVE CONDUIT AND HELP WITH THE SCHEDULE

Cost difference: \$ 9,313.<sup>00</sup> (add deduct)  
 Total cost implications of substitution on Project: \$ 9,313.<sup>00</sup> (add deduct)  
 Total time implications: \$ N/A (add / deduct) calendar days.

**STATEMENT OF CONFORMANCE OF REQUEST TO CONTRACT REQUIREMENTS:**

Supplier, Subcontractor and Contractor in making substitution request or in using an approved substitution represent:

- ☒ Has personally investigated the proposed substitution and determined it is equal or superior in all respects to specified product or system and will perform intended function, except as stated above.  
☒ Is in full compliance with applicable code requirements.  
☒ Will provide same warranty for substitute item as for product, system or method specified.  
☒ Will coordinate installation of accepted substitution into Work, to include building modifications if necessary, making such changes as may be required for Work to be complete in all respects.  
☒ Waive all claims for additional costs or time extensions related to substitution that subsequently become apparent or are caused by substitution.  
 N/A ☐ If a finish product, color wise and pattern wise complies with base specified items.  
☒ Certifies cost data presented is complete and includes all related costs under this Contract, excluding Architect's review and redesign cost.  
 N/A ☐ Will pay Architect's review and redesign cost, special inspections, and other costs caused by substitution.  
 N/A ☐ Will pay additional costs to other contractors caused by substitution.  
☒ Will modify other parts of Work as may be needed, to make all parts of Work complete and functioning.  
☒ Acknowledge acceptance of these provisions.

List of Attachments: \_\_\_\_\_

**ACKNOWLEDGEMENTS:**

FOLLOWING FIRM HEREBY REQUESTS CONSIDERATION OF FOLLOWING PRODUCT OR SYSTEMS AS A SUBSTITUTION IN ACCORD WITH PROVISIONS OF CONTRACT DOCUMENTS:

Supplier/Vender: PRISM ELECTRIC INC  
 Acknowledged by (print & sign): NATHAN SKJODVOLD Date: 5-10-10  
 Position: PROJECT MANAGER Phone: 512-466-5191

Subcontractor:  
 Acknowledged by (print & sign): \_\_\_\_\_ Date: \_\_\_\_\_  
 Position: \_\_\_\_\_ Phone: \_\_\_\_\_

Contractor:  
 Acknowledged by (print & sign): \_\_\_\_\_ Date: \_\_\_\_\_  
 Position: \_\_\_\_\_ Phone: \_\_\_\_\_

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and Possible Action to authorize the County Judge to execute an Independent Contractor Agreement for Physician Services with Austin Medical Education Programs and Jason J. Bosco, M.D.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** Already Budgeted

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** BARTON

**SPONSORED BY:** BARTON

**SUMMARY:** This Agreement represents the addition of one physician to assist with OB/GYN services that are being provided by the Hays County Personal Health Department. The agreement contemplates that this particular physician will operate solely out of the Kyle office, will make 2 clinic visits per month, and will occasionally see patients at his office, on an as-needed basis.

**INDEPENDENT CONTRACTOR AGREEMENT  
FOR PHYSICIAN SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into effective August 1, 2009, regardless of the date of execution, by and between Hays County, a political subdivision of the State of Texas, for and on behalf of the Hays County Personal Health Department~~Hays County Personal Health Department, a Public Health Department~~ ("Facility") and CTMF, Inc., a Texas non-profit corporation, d/b/a Austin Medical Education Programs ("AMEP"), for and on behalf of its physician, Jason J. Bosco, M.D. ("Physician").

WHEREAS, Facility offers a great variety of health and wellness services, including but not limited to prenatal care, to Central Texas' uninsured and medically underserved population ("Patients"); and

WHEREAS, Facility has established a main clinical presence at 401-A Broadway in San Marcos, Texas 78666 to provide services for Patients (the "Clinic") as detailed in Exhibit A; and services are to be provided only at the Kyle location ~~only~~-address: 150 Lockhart, Kyle, Texas 78640.

WHEREAS, Facility employs or contracts with medical and administrative personnel to provide services for Patients; and

WHEREAS, AMEP employs and contracts with licensed physicians to provide medical services to the community; and

WHEREAS, Physician is employed by AMEP, licensed to practice in the State of Texas, familiar with the accepted medical standards and qualified to perform the services required of Physician by the terms of this Agreement; and

WHEREAS, Facility desires to contract with AMEP for Physician's services to provide medical services for Clinic Patients; and

WHEREAS, AMEP and Physician desires to provide these services.

NOW THEREFORE, and in consideration of the mutual promises contained herein, the parties agree and covenant as follows:

1. AMEP and Physician Responsibilities and Promises.

a. Services. AMEP will ensure that Physician will provide professional medical services to Patients. Physician will provide such services only at such times as Physician and Clinic mutually agree. AMEP and Physician agree to make such services available with respect to all Patients (regardless of financial condition, insurance coverage, or ability to pay) who require such medical services.

b. Compliance with Laws and Rules. Physician agrees, at all times during the existence of this Agreement, to comply with and provide services in accordance with (i) all federal, State, county and municipal laws, rules, ordinances and regulations as they relate to this Agreement; (ii) generally accepted standards within the community and the medical profession, all as they may be amended from time to time; (iii) the standards of the Accreditation Council for Graduate Medical Education and the Joint Commission on the Accreditation of Healthcare Organizations; and (iv) all policies, bylaws, rules and regulations of AMEP and the SETON Healthcare ("Network") Medical Staff which are applicable to Physician. Physician acknowledges that Network is a Catholic organization and Network is obligated to comply with the Ethical and Religious Directives for Catholic Health Services, as they may be promulgated from time to time by the National Conference of Catholic Bishops (the "Directives"); and Physician shall use his best efforts to refrain from actions which would cause Network to violate Directives.

c. Records. Physician agrees to prepare and maintain such medical records as are in accordance with Facility bylaws, rules, regulations, and policies and to prepare such other records as from time to time are required by Facility. Facility agrees to maintain records prepared by Physician under this Agreement and to provide Physician with reasonable access to such records. Physician further agrees to make any accounting of services rendered which is reasonably required by Facility.

d. Access to Records. Physician agrees to perform the obligations as may be from time to time specified for subcontractors in the Social Security Act § 1861(v)(1)(I) and the regulations promulgated in implementation thereof (initially codified at 42 C.F.R. § 420.300 *et seq.*) and any successor regulations, including without limitation, allowing the Comptroller General of the United States ("Comptroller General"), the United States Department of Health and Human Services ("HHS"), and their duly authorized representatives access upon their request to the subcontractor's contract, books, documents, and records until the expiration of 4 years after the termination of this Agreement. If any such request for Physician's or a related subcontractor's books, documents, and records is made, Physician or any subcontractor related to Physician shall immediately give notice of such request to AMEP and Facility and provide the parties with a copy of such request, and Physician shall consult and cooperate with AMEP and Facility concerning the proper response to such request. Physician or any subcontractor related to Physician shall provide AMEP and Facility with a copy of each such book, document, and record made available to the Comptroller General, HHS, and their duly authorized representatives or shall identify each such book, document, and record and grant AMEP and Facility access thereto for review and copying.

e. Professional Judgment. Physician shall be free to exercise his own independent judgment regarding the treatment of Patients and hereby agrees to do so in accordance with the standards of good medical practice and the terms of this Agreement.

f. Covenants. Physician covenants that he currently does and will for the duration of this agreement: (1) hold a valid and unrestricted license to practice medicine in the State of Texas; (2) hold a valid, unrestricted registration from the Federal Drug Enforcement Administration and the Texas Department of Public Safety to dispense and administer controlled

substances; and (3) hold and maintain status as a Medicare and Medicaid provider physician. Physician will need to provide the Facility with copies of license, DEA and DPS registrations and Medicare/Medicaid NPI number. Physician is or will become and remain a member in good standing of the active Medical Staff of Network. Physician hereby agrees to promptly notify AMEP and Facility in writing of any action or threatened action that has or may result in a restriction, limitation, suspension, modification or revocation of Physician's medical license, Medicare/Medicaid provider status, credentials, or controlled substances registration. Physician additionally covenants that the execution of this Agreement does not violate the terms of any other contractual agreement to which he has entered into or the terms of any employment of Physician.

g. Use of Facilities. Physician agrees not to use or permit anyone to use any part of AMEP's and Facility's facilities or resources for any purpose other than the performance of services under this Agreement. Without limiting the generality of the foregoing statement, Physician agrees not to use any of AMEP's and Facility's facilities or resources in any manner that may jeopardize any applicable tax exemptions, insurance, or risk management programs.

h. Incurring Financial Obligation. Physician agrees and acknowledges that he has no right, power, or authority to incur and will not incur any financial obligation, legal obligation or liability, or other obligation on behalf of, or binding upon, AMEP and/or Facility.

2. Status of Physician. It is agreed that AMEP's Physician is, at all times, acting and performing services as an Independent Contractor and that nothing in this Agreement creates an employer/employee relationship, partnership relationship, landlord/tenant relationship, or a joint venture relationship between Physician and Facility. Facility shall not exercise any control or direction over the manner or means by which Physician shall perform medical services and decisions. Because of Physician's status as an independent contractor, Physician agrees that: (a) there is no requirement that Facility carry Worker's Compensation Insurance; (b) Facility is under no obligation to withhold funds for such items as Social Security, State or Federal Tax and Unemployment Insurance; and (c) Physician is not entitled to any benefits of employment offered to the employees of Facility. It is expressly agreed that Physician will not for any purpose be deemed to be an agent, ostensible or apparent agent, or servant of Facility, and the parties agree to take any and all such action as may be reasonably requested by Facility to inform the public, Patients, and others utilizing the professional services of Physician of such fact.

3. Indemnification. AMEP shall indemnify and hold Facility and its officers, agents and employees harmless against any and all claims, demands, damages, liabilities and costs incurred which directly or indirectly result from, or arise in connection with, any negligent or intentional act or omission or any violation of law or administrative rules and regulations by AMEP, its agents, or employees, in performing AMEP's obligations hereunder. To the extent authorized by the laws and the Constitution of the State of Texas, Facility shall indemnify and hold harmless AMEP and its officers, agents and employees harmless against any and all claims, demands, damages, liabilities and costs incurred which directly or indirectly result from, or arise in connection with, any negligent or intentional act or omission or any violation of law or administrative rules and regulations by Facility, its agents, or employees, in performing Facility's obligations hereunder.

4. Assignment. AMEP and Physician agree to not assign this Agreement without the prior written consent of the other party. Facility may assign this Agreement but will provide AMEP with written notice of any such assignment.

5. Compensation, Other Obligations of Facility. Facility shall compensate AMEP for services rendered by its Physician pursuant to this Agreement as set forth in Exhibit B, attached and incorporated by reference. Facility agrees to mail AMEP's compensation at the end of each month of service or within a month following the last day of such period of service, provided AMEP has submitted a mutually agreeable invoice that documents the dates of the clinic sessions during which services were rendered, not to exceed two times per month.

Facility will provide adequate equipment, facilities and staff support for the clinic services to be provided by Physician. Facility will ensure that utilities, expendable supplies, equipment, and facilities are available for the performance of services for Clinic Patients. Facility shall obtain and maintain all necessary accreditation, registration, and certification of Clinic facilities during the term of this Agreement. Facility will employ all non-physician personnel to support the clinic services and/or to provide healthcare services within the scope of health professional licensure or certification, and will ensure that such personnel are appropriately licensed, registered, or certified to provide such support services, including healthcare services. Facility will also ensure that any of its non-physician personnel receiving physician supervision from Physician shall work cooperatively and reasonably with such Physician.

6. Liability Insurance.

a. Professional Services Rendered Within the Scope of this Agreement. AMEP, at its expense, agrees to obtain and maintain professional liability insurance or self-insurance covering Physician's professional services undertaken only within the course and scope of this Agreement in amounts not less than \$200,000 for any one occurrence and \$600,000 annual aggregate.

7. Term. This Agreement shall remain in full force and effect for a period of twelve (12) months. Thereafter, the Agreement will automatically renew for one-year terms, unless sooner terminated as provided herein.

8. Termination.

a. Immediate Termination by Facility. Facility may immediately terminate this Agreement upon written notice to AMEP and Physician upon the occurrence of any of the following situations: (i) the probation, suspension, revocation, or cancellation of Physician's right to practice medicine or to prescribe controlled substances in the State of Texas or any action against Physician by any professional medical organization; (ii) Physician's resignation from any professional medical organization under threat of disciplinary action; (iii) Physician's breach of this Agreement; (iv) a finding by any board, institution, organization or professional society having any authority to pass judgment on the conduct of Physician that Physician is



guilty of unprofessional or unethical conduct; (v) Physician's conviction in a court of competent jurisdiction of any felony offense or any misdemeanor offense involving moral turpitude; or (vi) the probation, suspension, revocation, or cancellation of Physician's staff privileges at any hospital, clinic, medical center, skilled nursing facility or other such health care provider at which Physician now has or may have in the future staff privileges of any category whatsoever.

b. Immediate Termination by AMEP. AMEP may terminate this Agreement immediately upon any of the following occurrences: (i) loss of Facility licensure or accreditation; or (ii) closure of the Facility.

c. Immediate Termination for Cause. Either party may immediately terminate this Agreement upon written notice to the other party in the event the other party breaches this Agreement provided such breach is not cured by the breaching party within ten (10) days following the provision of notice of the breach by the non-breaching party.

d. Termination Upon Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of the parties.

e. Termination Without Cause. Any party may terminate this Agreement without cause upon ninety (90) days written notice to the other parties.

9. Confidential Information.

a. Proprietary Information. During the term of this Agreement, Physician will be dealing with trade secrets of Facility, including information dealing with patient/physician relationship and information and processes all of a confidential nature including methods of operation, processes, trade secrets, know-how, data, agreements, forms, lists of physicians, and lists of competitors. AMEP and Physician agree to recognize such information as Facility's property to be used only in the course of Facility's business. AMEP and Physician agree not to disclose to anyone any such information, either during the term of this Agreement or at any time thereafter, for a period of two (2) years from the termination of this Agreement, or use them other than in the course of AMEP's and Physician's agreement with Facility.

b. Patient Information and Medical Records. Any and all medical records, case histories, health care information, billing information and other documents of any kind concerning Patients seen or treated by Physician in his capacity as an independent contractor of Facility shall belong to and remain the property of Facility. During the term of this Agreement and following termination or expiration, Physician shall maintain any and all Patient information in the strictest confidence and shall not disclose such information except as may be required or permitted by law. Physician may be provided copies of or reasonable access to such records during the term of this Agreement at Facility's expense and at AMEP's and Physician's expense following termination of this Agreement.

10. Legislative, Regulatory or Administrative Change. If there is a change in the Medicare or Medicaid statutes, federal or state statutes, case laws, regulations, the interpretation

of any of the foregoing, the adoption of new federal or state legislation, or a change in any third party reimbursement system, which is reasonably likely to materially and adversely affect this Agreement or which makes this Agreement unlawful, the parties agree to immediately enter into good faith negotiations regarding a new Agreement that approximates as closely as possible the economic position of the parties prior to the change.

11. Entire Agreement. This Agreement constitutes the entire Agreement by and between the parties and cannot be altered or amended except by an amendment in writing executed by all of the parties hereto.

12. Governing Law. It is understood and agreed by and between the parties that this Agreement is to be construed in accordance with the laws of the State of Texas.

13. Severability. If any provision of this Agreement is determined to be void, invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain fully effective.

14. Notice. Any notice required to be given by this Agreement shall be effective if mailed, postage prepaid, to each party's current address as set forth on the signature page of this Agreement.

15. Fraud and Abuse. Each party clearly understands, acknowledges, and agrees that delivery of services hereunder in no way obligates Physician to, and is in no way contingent upon, admission, recommendation, referral, or any form of arrangement for utilization by Patients or others of any item or service offered by Facility.

16. Dispute Resolution. Each party agrees, in good faith, to attempt to resolve any dispute which may arise under this Agreement by submitting such dispute for nonbinding mediation to the Dispute Resolution Center, Austin, Texas, or any other mutually agreeable mediator. Any dispute not resolved by mediation or some other mutually-agree-upon Dispute Resolution method may be pursued by the party claiming injury in the appropriate court of original jurisdiction for the matter being claimed.

17. No Waiver. No waiver by any of the parties hereto of any failure by one of the other parties to keep or perform any provision, covenant, or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of same, or any other provision, covenant, or condition.

18. Additional Documents. Each of the parties hereto agrees to execute any document or documents that may be requested from time to time by the other parties to implement or complete such party's obligations pursuant to this Agreement.

19. Exclusion. Physician hereby represents and warrants to Facility that Physician has never been excluded from participation in any Federal or state health benefits program (including, without limitation, Medicare, Medicaid and TriCare) and Physician shall immediately

notify Facility in writing if any such exclusion from program participation is recommended, initiated, or implemented with respect to Physician.

20. Conformance with HIPAA. Physician shall comply with all laws, rules and regulations relating to the confidentiality of patient information, including the applicable provisions of Texas law and the privacy regulations promulgated pursuant to Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This section shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names.

**PHYSICIAN**

**AMEP**  
CTMF, Inc.

**FACILITY**  
Hays County Personal Health  
Department

\_\_\_\_\_  
Jason J. Bosco, M.D.

\_\_\_\_\_  
James O. Lindsey, M.D.  
President

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

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

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

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

**Exhibit A**  
**Description of Services**

A. Location. Physician shall provide services at Facility located at Hays County Personal Health Department, 150 Lockhart, Kyle, Texas 78640 ("Clinic").

B. Days and Hours. Clinic is held twice a month on Tuesday. If Patients are unable to obtain a clinic appointment within a reasonable time period, additional clinics may be arranged upon request by Clinic and with the approval of AMEP's Chief Operating Officer.

C. Physician Services. The expectation of the Personal Health Department and the Advanced Practice Nurse is that the Physician will review charts for high risk clients and others in order to fulfill supervisory requirements, see clients who will be having C-Sections or VBACs, and see high risk clients as recommended by Advanced Practice Nurse. All patients with diabetes, high blood pressure, twins and advanced maternal age will be referred to Texas Perinatal Group for consult. During review of new OB charts, Physician and APN will discuss any risks and a collaborative decision will be made if Physician needs to see that patient during subsequent visits or just make care recommendations. All prenatal care will be done according to the published ACOG guidelines. Patients desiring VBAC or C-Section will be seen by Physician at their thirty-six (36) week visit and consented by Physician.

1. Physician, when scheduled, shall attend Clinic and provide professional services and consultation to Patients including but not limited to the following:

a) Provide OB/GYN services related to prenatal and postnatal care ("Prenatal/Postnatal Visit") to Patients seen in the Clinic;

b) Arrive on-time for first scheduled appointment and remain in Clinic until all scheduled Patients have been seen;

c) ~~Assist Clinic staff in determining the appropriate scheduling and numbers of Patients to be seen in the Clinic.~~ *Intentionally Deleted.*

Formatted: Font: Italic

d) ~~Provide supervision of Clinic's Physician Assistant(s) and/or Advanced Practice Nurse(s) as required by law and/or regulation, only with respect to Patients seen in the Clinic by Physician.~~ *Intentionally Deleted.*

Formatted: Font: Italic

2. Applicable medical records and results from required diagnostic tests (including Lab and X-Ray) will be available for Physician to review at the time of the Patient's visit and at any other time requested by the Physician. Clinic staff will notify Physician of any abnormal laboratory work that requires Physician's attention and will assist Physician in arranging appropriate follow-up for the Patient.

3. Physician shall provide at least thirty (30) days written notice of schedule changes in the event Physician is unable to provide coverage when scheduled otherwise Physician is responsible for arranging backup coverage. Any physician providing backup coverage hereunder shall be one of the physicians listed in this Exhibit A, Section D. Physician shall notify Advanced Practice Nurse immediately for any unanticipated change in schedule including last minute inability to attend, or trading between physicians of the scheduled dates. Canceling clinics should be avoided. The Advanced Practice Nurse must approve all cancellations.

D. Physicians Approved to Provide Backup Services. The physicians listed below are members of the SETON Healthcare Medical Staff who are Board certified in Obstetrics and Gynecology. AMEP shall be responsible for compensating backup physicians for services provided pursuant to this Agreement. These physicians may provide backup services pursuant to this Agreement:

Jason J. Bosco, M.D.  
Jennifer Goss, M.D.

Any physician performing services at the Hays County Personal Health Department will provide copy of current license, DEA and DPS registration, and NPI number.

AMEP shall provide Physician a revised list of all physicians approved to provide backup services upon any changes to the list above. The parties agree that submission of the revised list shall not require an amendment to this Agreement.

E. Schedule.

Clinic schedule shall be arranged by Advanced Practice Nurse and provided to the Physician at least ten (10) days prior to the first of each month. Physician will provide services to Facility two times per month.

F. Evaluation. Physician will receive a yearly evaluation from the Advanced Practice Nurse who will specify further expectations and will report to the Physician regarding clinical quality and productivity.

G. Coding & Compliance Duties. Family Nurse Practitioner will ensure encounter forms are legibly completed.

**Exhibit B**  
**Compensation**

A. Services Fee. Services provided in the Facility will be reimbursed at \$100.00 per Clinic, not to exceed two times per month. ~~An additional \$40.00~~ will be paid per client seen at Physician's office, if necessary, and if client is a Title V or private pay client. If client has Medicaid or CHIP Perinate, Physician's office will bill for services provided at Physician's office and will not invoice Facility or County for those services provided.

B. Prohibition on Billing for Clinic Services to Patients. AMEP will not bill for patients or payors for Clinic services provided hereunder.

## *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 quote from J.D. Ramming Paving Co., Ltd. in the amount of \$34,001.00 and authorize the County Judge to sign agreement for roadway pavement repairs associated with the Cedar Oak Mesa Water System Improvement Project.

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

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** \$34,001.00 – available from grant from TX Dept. of Rural Affairs

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 146-753-99-045.5611

**REQUESTED BY:** Hauff

**SPONSORED BY:** Conley

#### **SUMMARY:**

A grant was received from the Office of Rural Community Affairs (currently Texas Department of Rural Affairs) in July, 2008 to assist the Cedar Oak Mesa Water Supply Corporation with the installation of the new water lines in the Campfire No. 2 Subdivision near Wimberley. During the installation of new lines, cuts were made within the paved roadway to place the lines under the road surface. Upon completion of the water line installation, weather conditions were not conducive at the time to permit permanent repair and repaving of the roadways, and temporary repairs were made and a credit was received from the contractor to allow this to occur at a later date.

Specifications were developed by Hejl, Lee and Associates, Inc., the engineer for the project, and quotes were solicited from six firms to conduct pavement repairs/restoration associated with this project. Two firms responded to this solicitation, and J.D. Ramming Paving Company, LTD. submitted the low quote of \$34,001.00 for the work. It is recommended that the quote be accepted and the agreement executed to finish the work associated with Phase I of the Cedar Oak Mesa Water System Improvement Project. Backup materials, including the recommendation from the engineering firm, are included.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to accept quote from J.D. Ramming Paving Co., Ltd. in the amount of \$34,001.00 and authorize the County Judge to sign agreement for roadway pavement repairs associated with the Cedar Oak Mesa Water System Improvement Project.

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$34,001.00 available grant from TX Dept. of Rual Affairs

**LINE ITEM NUMBER:**146-753-99-045.5611

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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



## QUOTE PROPOSAL

Ms. Liz Sumter, County Judge  
Hays County, Texas

Ladies/ Gentlemen:

The undersigned, as a construction company, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of contract, notice to bidders, specifications, and has carefully examined the location, conditions, and classes of materials of the proposed work; and agrees that he will provide all the necessary construction, and will do all the work and furnish all the materials called for in the contract and specifications in the manners prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating quotes.

It is further agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated, and that all quantities of work, whether increased or decreased are to be performed at the unit prices set forth as follows.

It is agreed that lump sum prices may be increased to cover additional work ordered by the Engineer, but not shown on the plans or required by the specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of work so ordered.

It is understood that the Owner reserves the right to reject any and all quotes. It is also understood that the Owner reserves the right to accept or reject informalities in the quote proposal.

The undersigned construction company hereby proposes to perform the following work at the following price to-wit (as detailed on following page):

The undersigned construction company certifies that the quote prices contained in the proposal have been carefully checked and are submitted as correct and final.

NOTE: The prices must be shown in words and figures in the proposal and in the event of discrepancy, the words shall control.

Receipt is hereby acknowledged of addendum to the contract documents numbered \_\_\_\_\_.

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

MAILING ADDRESS AND ZIP CODE: Quoting Construction Company

J.D. Ramming Paving Co., Ltd.

Company Name

*Dean K. Lundquist*

Signature

512-251-3713

Dean K Lundquist

Area Code & Telephone Number

74-2670902

Name of Officer

Secretary.

Federal I.D. Number

Title

**HAYS COUNTY  
CEDAR OAKS MESA W.S.C.  
PAVEMENT RESTORATION PROJECT  
HLA PROJECT NO. 35017**

ITEM NO.	QTY.	UNIT	DESCRIPTION	UNIT AMOUNT	TOTAL AMOUNT
1.	6,000	S.Y.	TWO COURSE SURFACE TREATMENT, PAVEMENT REPAIR, COMPLETE IN PLACE		
			FOR <u>Five Fifty</u> DOLLARS	<u>5.50.</u>	
			AND <u>No.</u> CENTS	<u><del>Five</del></u>	<u>39,000.00.</u>
2.	1	L.S.	TRAFFIC CONTROL AND BARRICADES, COMPLETE IN PLACE		
			FOR <u>One Thousand</u> DOLLARS		
			AND <u>No.</u> CENTS	<u>1000.00</u>	<u>1000.00.</u>
3.	1	L.S.	TREE PROTECTION, TEMPORARY EROSION CONTROL INCLUDING SILT FENCE & ROCK BERM, COMPLETE IN PLACE		
			FOR <u>One</u> DOLLARS		
			AND <u>No</u> CENTS	<u>1.00</u>	<u>1.00.</u>

TOTAL AMOUNT QUOTE \$ Thirty Four Thousand and One Dol. \$ 34,001.00  
(Words) (Figures)

INCLUDING MATERIALS \$ 20,400.00.

AND SERVICES \$ 14,001.00

SUBMITTED ON May 27., 2010.

By: J.D. Ramming Paving Co., Ltd.

Name of Firm

Signature

## **GENERAL CONTRACT CONDITIONS FOR CONSTRUCTION**

1. Contract and Contract Documents

- (a) The project to be constructed pursuant to this contract will be financed with assistance from the TCDP and is subject to all applicable Federal and State laws and regulations.
- (b) The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.

2. Definitions

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

- (a) The term "Contract" means the Contract executed between Hays County, hereinafter called the Locality and J.D. Ramming Paving Co., Ltd. (Name of Construction Co.), hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.
- (b) The term "Project Area" means the area within which is the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
- (c) The term "Engineer" means Heil, Lee and Associates, Inc., Engineer in charge, serving the Locality with architectural or engineering services, his successor, or any other person or persons, employed by the Locality for the purpose of directing or having in charge the work embraced in this Contract.
- (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).

3. Supervision By Contractor

- (a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
- (b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

4. Subcontracts

- (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.
- (b) No proposed subcontractor shall be disapproved by the city/county except for cause.
- (c) The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
- (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.
- (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Locality.

5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.

6. Changes in the Work

- (a) The Locality may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders approved by Locality and the project engineer must be submitted to the TCDP staff prior to execution of same with the construction contractor.
- (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Locality authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

- (c) If applicable unit prices are contained in the Agreement, the Locality may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original total amount by eighteen percent (18%).
  - (d) Each change order shall include in its final form:
    - 1) A detailed description of the change in the work.
    - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
    - 3) A definite statement as to the resulting change in the contract price and/or time.
    - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
    - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.
7. Claims for Extra Cost
- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Locality, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
  - (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
  - (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Locality and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Locality.
  - (d) If, on the basis of the available evidence, the Locality determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.
8. Termination, Delays, and Liquidated Damages
- (a) Right of the Locality to Terminate Contract.  
In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Locality may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Locality shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Locality may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Locality for any excess cost incurred. In such event the Locality may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.
  - (b) Liquidated Damages for Delays.  
If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Locality as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$200 for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Locality for the amount thereof.
  - (c) Excusable Delays.
    - 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
    - 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
    - 3) Any acts of the Locality;
    - 4) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Locality, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
    - 5) Provided, however, that the Contractor promptly notifies the Locality within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Locality shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable,

the Locality shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

9. Assignment or Novation

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Locality; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Locality. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

10. Disputes

(a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Locality for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Locality.

(b) The Contractor shall submit in detail his claim and his proof thereof.

(c) If the Contractor does not agree with any decision of the Locality, he shall in no case allow the dispute to delay the work but shall notify the Locality promptly that he is proceeding with the work under protest.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Locality, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

12. Materials and Workmanship

(a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

(b) The Contractor shall furnish to the Locality for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

(c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

(d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

(e) The Locality may require the Contractor to dismiss from the work such employee or employees as the Locality or the Engineer may deem incompetent, or careless, or insubordinate.

13. Care of Work

(a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

(b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

(c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Locality is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Locality.

(d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

- (e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Locality from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Locality may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
14. Sanitary Facilities  
The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.
15. Use of Premises  
(a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Locality, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.  
(b) The Contractor shall comply with all reasonable instructions of the Locality and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.
16. Removal of Debris, Cleaning, Etc.  
The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.
17. Review by Locality  
The Locality and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Locality through its authorized representatives or agents.
18. Final Inspection  
When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Locality in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Locality will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.
19. Deduction for Uncorrected Work  
If the Locality deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Locality and subject to settlement, in case of dispute, as herein provided.
20. Warranty of Title  
No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Locality free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Locality. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.
21. Warranty of Workmanship and Materials  
Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Locality or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

22. Compliance with Air and Water Acts
- (a) In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:
    - 1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
    - 2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended.
    - 3) Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.
  - (b) If the Contractor encounters existing material on sites owned or controlled by the Locality or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Locality. The Locality will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Locality. The Locality may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Locality.
23. Equal Employment Opportunity
- (a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.
  - (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - (d) The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
  - (e) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
  - (f) The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
  - (g) The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  - (h) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.
  - (i) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.
24. Affirmative Action for Handicapped Workers
- The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
25. Section 109 of the Housing and Community Development Act of 1974
- No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
26. The Provision of Local Training, Employment, and Business Opportunities
- (a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
  - (b) The Contractor will include this clause in every subcontract for work in connection with the project.
27. Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

28. Job Offices

- (a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Locality shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the Locality, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

29. Partial Use of Site Improvements

The Locality may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- (c) The period of guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

30. Contract Documents and Drawings

The Local Public Agency will furnish the Contractor without charge **(2) two** copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

31. Contract Period

The Contractor hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within **(7) seven** consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within **(14) fourteen** consecutive calendar days after issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

32. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Locality the sum of **Two Hundred Dollars (\$ 200)** as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.



## **GENERAL CONTRACT CONDITIONS FOR CONSTRUCTION**

1. Contract and Contract Documents
  - (a) The project to be constructed pursuant to this contract will be financed with assistance from the TCDP and is subject to all applicable Federal and State laws and regulations.
  - (b) The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth.
2. Definitions

Whenever used in any of the contract Documents, the following meanings shall be given to the terms here in defined:

  - (a) The term "Contract" means the Contract executed between Hays County, hereinafter called the Locality and J.D. Ramming Paving Co., Ltd. (Name of Construction Co.), hereinafter called Contractor, of which these GENERAL CONDITIONS, form a part.
  - (b) The term "Project Area" means the area within which is the specified Contract limits of the Improvements contemplated to be constructed in whole or in part under this contract.
  - (c) The term "Engineer" means Hejl, Lee and Associates, Inc., Engineer in charge, serving the Locality with architectural or engineering services, his successor, or any other person or persons, employed by the Locality for the purpose of directing or having in charge the work embraced in this Contract.
  - (d) The term "Contract Documents" means and shall include the following: Executed Contract, Addenda (if any), Invitation for Bids, Instructions to Bidders, Signed Copy of Bid, General Conditions, Special Conditions, Technical Specifications, and Drawings (as listed in the Schedule of Drawings).
3. Supervision By Contractor
  - (a) Except where the Contractor is an individual and gives his personal supervision to the work, the Contractor shall provide a competent superintendent, satisfactory to the Local Public Agency and the Engineer, on the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work.
  - (b) The Contractor shall lay out his own work and he shall be responsible for all work executed by him under the Contract. He shall verify all figures and elevations before proceeding with the work and will be held responsible for any error resulting from his failure to do so.
4. Subcontracts
  - (a) The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he has verified the subcontractor as eligible to participate in federally funded contracts.
  - (b) No proposed subcontractor shall be disapproved by the city/county except for cause.
  - (c) The Contractor shall be as fully responsible to the city/county for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them.
  - (d) The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work and required compliance by each subcontractor with the applicable provisions of the Contract.
  - (e) Nothing contained in the Contract shall create any contractual relation between any subcontractor and the Locality.
5. Fitting and Coordination of Work

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or material suppliers engaged upon this Contract.
6. Changes in the Work
  - (a) The Locality may make changes in the scope of work required to be performed by the Contractor under the Contract without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise. Additionally, all such change orders approved by Locality and the project engineer must be submitted to the TCDP staff prior to execution of same with the construction contractor.
  - (b) Except for the purpose of affording protection against any emergency endangering health, life, limb or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Locality authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract Price will be valid unless so ordered.

- (c) If applicable unit prices are contained in the Agreement, the Locality may order the Contractor to proceed with desired unit prices specified in the Contract; provided that in case of a unit price contract the net value of all changes does not increase the original total amount of the agreement by more than twenty-five percent (25%) or decrease the original total amount by eighteen percent (18%).
  - (d) Each change order shall include in its final form:
    - 1) A detailed description of the change in the work.
    - 2) The Contractor's proposal (if any) or a confirmed copy thereof.
    - 3) A definite statement as to the resulting change in the contract price and/or time.
    - 4) The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the change order.
    - 5) The procedures as outlined in this Section for a unit price contract also apply in any lump sum contract.
7. Claims for Extra Cost
- (a) If the Contractor claims that any instructions by Drawings or otherwise involve extra cost or extension of time, he shall, within ten days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Locality, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
  - (b) Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be recognized unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
  - (c) Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall be reported at once to the Locality and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Locality.
  - (d) If, on the basis of the available evidence, the Locality determines that an adjustment of the Contract Price and/or time is justifiable, a change order shall be executed.
8. Termination, Delays, and Liquidated Damages
- (a) Right of the Locality to Terminate Contract.  
In the event that any of the provisions of this contract are violated by the Contractor, or by any of his subcontractors, the Locality may serve written notice upon the Contractor and the Surety of its intention to terminate the contract. The notices shall contain the reasons for such intention to terminate the contract, and unless such violation or delay shall cease and satisfactory arrangement of correction be made within ten days, the contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Locality shall immediately serve notice thereof upon the Surety and the Contractor. The Surety shall have the right to take over and perform the contract. Provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Locality may take over the work and complete the project by bid/contract or by force account at the expense of the Contractor and his Surety shall be liable to the Locality for any excess cost incurred. In such event the Locality may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore.
  - (b) Liquidated Damages for Delays.  
If the work is not completed within the time stipulated in the applicable bid for Lump Sum or Unit Price Contract provided, the Contractor shall pay to the Locality as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) the amount of \$200 for each calendar day of delay, until the work is completed. The Contractor and his sureties shall be liable to the Locality for the amount thereof.
  - (c) Excusable Delays.
    - 1) The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due to:
    - 2) Any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, national defense, or any other national emergency;
    - 3) Any acts of the Locality;
    - 4) Causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Locality, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.
    - 5) Provided, however, that the Contractor promptly notifies the Locality within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Locality shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable,

the Locality shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

9. Assignment or Novation

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the written consent of the Locality; provided, however, that assignments to banks or other financial institutions may be made without the consent of the Locality. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

10. Disputes

(a) All disputes arising under this Contract or its interpretation except those disputes covered by FEDERAL LABOR STANDARDS PROVISIONS whether involving law or fact or both, or extra work, and all claims for alleged breach of contract shall, within ten (10) days of commencement of the dispute, be presented by the Contractor to the Locality for decision. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt of the Locality.

(b) The Contractor shall submit in detail his claim and his proof thereof.

(c) If the Contractor does not agree with any decision of the Locality, he shall in no case allow the dispute to delay the work but shall notify the Locality promptly that he is proceeding with the work under protest.

11. Technical Specifications and Drawings

Anything mentioned in the Technical Specifications and not shown on the Drawings or vice versa, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in Drawings, or Technical Specifications, the matter shall be immediately submitted to the Locality, without whose decision, said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

12. Materials and Workmanship

(a) Unless otherwise specifically provided for in the technical specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the technical specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

(b) The Contractor shall furnish to the Locality for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for approval full information concerning all other materials or articles which he proposes to incorporate.

(c) Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

(d) Materials specified by reference to the number or symbol of a specific standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in the technical specifications shall have full force and effect as though printed therein.

(e) The Locality may require the Contractor to dismiss from the work such employee or employees as the Locality or the Engineer may deem incompetent, or careless, or insubordinate.

13. Care of Work

(a) The Contractor shall be responsible for all damages to person or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

(b) The Contractor shall provide sufficient competent watchmen, both day and night, including Saturdays, Sundays, and holidays, from the time the work is commenced until final completion and acceptance.

(c) In an emergency affecting the safety of life, limb or property, including adjoining property, the Contractor, without special instructions or authorization from the Locality is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Locality.

(d) The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

- (e) The Contractor shall shore up, brace, underpin, secure, and protect as maybe necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of the improvements included in this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Locality from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Locality may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
14. Sanitary Facilities  
The Contractor shall furnish, install and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required. Drinking water shall be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health regulations.
15. Use of Premises  
(a) The Contractor shall confine his equipment, storage of materials, and construction operations to the contract limits as shown on the drawings and as prescribed by ordinances or permits, or as may be desired by the Locality, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.  
(b) The Contractor shall comply with all reasonable instructions of the Locality and all existing state and local regulations regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.
16. Removal of Debris, Cleaning, Etc.  
The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, he shall remove all temporary construction facilities, debris and unused materials provided for work, and put the whole site of the work and public rights of way in a neat and clean condition.
17. Review by Locality  
The Locality and its authorized representatives and agents shall have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Locality through its authorized representatives or agents.
18. Final Inspection  
When the Improvements included in this Contract are substantially completed, the Contractor shall notify the Locality in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The Locality will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.
19. Deduction for Uncorrected Work  
If the Locality deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Locality and subject to settlement, in case of dispute, as herein provided.
20. Warranty of Title  
No material, supplies, or equipment to be installed or furnished under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase or other agreement by which an interest is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed by him to the Locality free from any claims, liens, or charges. Neither the Contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Locality. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.
21. Warranty of Workmanship and Materials  
Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements included in this Contract by the Locality or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of 12 months from the date of final acceptance of the work.

22. Compliance with Air and Water Acts

- (a) In compliance with the Clean Air Act, as amended, 41 U.S.C. Sec. 7401 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, the Contractor agrees that:
  - 1) Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
  - 2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended.
  - 3) Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.
- (b) If the Contractor encounters existing material on sites owned or controlled by the Locality or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Locality. The Locality will be responsible for testing for and removal or disposition of hazardous materials on sites owned or controlled by the Locality. The Locality may suspend the work, wholly or in part during the testing, removal or disposition of hazardous materials on sites owned or controlled by the Locality.

23. Equal Employment Opportunity

- (a) The Contractor will not discriminate against any employee or the applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the owner.
- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- (d) The Contractor shall take affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions.
- (e) Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations.
- (f) The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.
- (g) The Contractor shall not use the affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (h) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts.
- (i) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents.

24. Affirmative Action for Handicapped Workers

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, promotion, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

25. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

26. The Provision of Local Training, Employment, and Business Opportunities

- (a) To the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The Contractor will include this clause in every subcontract for work in connection with the project.

27. Non Segregated Facilities

The Contractor certifies that he does not and will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not and will not permit his employees any segregated facilities at any of his establishments, or permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. As used in this paragraph the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise.

28. Job Offices

- (a) The Contractor and his subcontractors may maintain such office and storage facilities on the site as are necessary for the proper conduct of the work. These shall be located so as to cause no interference to any work to be performed on the site. The Locality shall be consulted with regard to locations.
- (b) Upon completion of the improvements, or as directed by the Locality, the Contractors shall remove all such temporary structures and facilities from the site, and leave the site of the work in the condition required by the Contract.

29. Partial Use of Site Improvements

The Locality may give notice to the Contractor and place in use those sections of the improvements which have been completed, inspected and can be accepted as complying with the technical specifications and if in its opinion, each such section is reasonably safe, fit, and convenient for the use and accommodation for which it was intended, provided:

- (a) The use of such sections of the Improvements shall in no way impede the completion of the remainder of the work by the Contractor.
- (b) The Contractor shall not be responsible for any damages or maintenance costs due directly to the use of such sections.
- (c) The period of guarantee stipulated in the Section 132 hereof shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

30. Contract Documents and Drawings

The Local Public Agency will furnish the Contractor without charge **(2) two** copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

31. Contract Period

The Contractor hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete within **(7) seven** consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within **(14) fourteen** consecutive calendar days after issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

32. Liquidated Damages

Since the actual damages for any delay in completion of the work under this contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Locality the sum of **Two Hundred Dollars (\$ 200)** as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated time for completion.

# MEMORANDUM

**HEJL, LEE &  
ASSOCIATES, INC.**  
TYPE FIRM NO. F-755

TO: Mr. Jeff Hauff, Grant Administrator  
FROM: **SE** Daniel P. Hejl, Jr., P.E., R.P.L.S., AICP  
DATE: June 1, 2010  
PROJECT: **Hays County Cedar Oaks Mesa W.S.C.  
Pavement Restoration Project**  
RE: HLA Project No. 35017  
SUBJECT: **Acceptance of Quote & Contract Award Recommendation**

This memorandum is to provide an update of the status of quotes and recommendation of award of the above referenced contract.

DANIEL P. HEJL, JR.

PE, R.P.L.S., AICP

CHIEN Y. LEE

PE, R.P.L.S., AICP

1. Quotes were accepted for the referenced project on May 27, 2010, 2:00 p.m. at the County Courthouse. Two (2) contractors submitted quotes. J.D. Ramming Paving Co., Ltd submitted the lower quote. The following is a summary of the quotes:

<u>Contractor</u>	<u>Base Bid Amount</u>
J.D. Ramming Paving Co., Ltd.	\$34,001.00
APAC-Texas Wheeler	\$36,750.00

2. HLA has checked with references regarding J.D. Ramming Paving Co., Ltd.'s credential and performance. After review of the submittal and references, we recommend the County discuss and consider award J.D. Ramming Paving Co., Ltd. for the Cedar Oaks Mesa W.S.C. Pavement Restoration Project in the amount of \$34,001.00.
3. Upon the award of the contract, we will coordinate with the county, and schedule a pre-construction meeting with the contractor, utility companies, and other interested parties.

We look forward to the continuing progress of this project. If you have any questions about this project, please do not hesitate to contact our office.

Cc: Judy Langford, Langford Community Management  
Don Connally, Cedar Oaks Mesa WSC

ENGINEERING  
SURVEYING  
PLANNING

321 ED SCHMIDT BLVD., SUITE 100  
HUTTO, TEXAS 78634

PHONE  
512-642-3292  
FAX  
512-642-4230  
E-MAIL  
hlainc@austin.tx.com

## STANDARD FORM OF AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

THIS AGREEMENT, made and entered into this \_\_\_\_ day of June, A.D. 2010, by and between the County of **Hays** and the State of Texas, acting through **Liz Sumter, County Judge** thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and **J.D. Ramming Paving Co., Ltd.** of the City of **Austin**, County of **Travis** and the State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond having even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

**Hays County Cedar Oaks Mesa Water Line Project Pavement Restoration,  
TCDP Contract No. 728190, HLA Project No. 35017**

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the Notice to Bidders, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by HEJL, LEE & ASSOCIATES, INC. hereinafter entitled ENGINEER, together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and Payment Bond if quoted price is over \$25,000; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) calendar days after the date written notice to do so shall have been given to him, and to substantially complete with 7 consecutive calendar days after issuance of the "Notice to Proceed" and to be at Final Completion within 14 consecutive calendar days after the issuance of the "Notice to Proceed", subject to such extensions of time as are provided by the General and Special Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.



HAYS COUNTY  
OWNER, Party of the First Part

J.D. RAMMING PAVING CO., LTD.  
CONTRACTOR, Party of the Second Part

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

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

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, CONTRACTOR, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said \_\_\_\_\_ and that executed the same as the act of such \_\_\_\_\_ for the purposes and consideration therein expressed, and in the capacity herein stated.

GIVEN UNDER, my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_  
County, Texas  
My commission expires: \_\_\_\_\_

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared \_\_\_\_\_, OWNER, known to me to be the person and office whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said \_\_\_\_\_ and that executed the same as the act of such City for the purposes and consideration therein expressed, and in the capacity herein stated.

GIVEN UNDER, my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for  
\_\_\_\_\_  
County, Texas  
My commission expires: \_\_\_\_\_

## *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 Advance Funding Agreement CSJ #1754-02-019 for RM 1826 at Darden Hill Road and Advance Funding Agreement CSJ #1754-02-020 for RM 1826 at FM 967 and to authorize the County Judge to sign the agreements.

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

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Ford

**SPONSORED BY:** Ford

**SUMMARY:** Advance Funding Agreements attached.

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 turn lanes and safety features on RM 1826 at Darden Hill 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.



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

**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 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: Hays County Judge  
111 East San Antonio, #300  
San Marcos, Texas 78666

**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.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

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

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

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

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

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

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

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

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

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

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

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

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

**Article 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. Debarment Certification.** The Local Government shall not contract with any person that: is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

**Article 20. Signatory Warranty.** The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

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

**THE STATE OF TEXAS**

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

By \_\_\_\_\_

Date \_\_\_\_\_

Carlos A. Lopez, P.E., District Engineer

**THE LOCAL GOVERNMENT**

Name of the Local Government **HAYS COUNTY**

By \_\_\_\_\_

Date \_\_\_\_\_

Typed or Printed Name and Title Elizabeth "Liz" Sumter

Hays County Judge



## Attachment A

### Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction of turn lanes and safety features on RM 1826 at Darden Hill Road, which is an on-system location. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of this additional work is \$845,000 for construction bid items. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Construction of turn lane and safety features	\$845,000	0%	\$0	100%	\$845,000
<b>Subtotal</b>	<b>\$845,000</b>		<b>\$0</b>		<b>\$845,000</b>
Direct State Costs (including plan review, inspection and oversight) 10%	\$84,500	100%	\$84,500	0%	\$0
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$929,500</b>		<b>\$84,500</b>		<b>\$845,000</b>

**Local Government's Participation (100%) = \$845,000**

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

At least sixty (60) days prior to the date set for receipt of the construction bids the Local Government shall remit \$211,250 which is one-quarter (1/4) of its funding share of the Project Budget. Upon award of the construction contract the Local Government shall remit the balance of its funding share in six (6) equal monthly payments, by the 5<sup>th</sup> of each month beginning with the month after the receipt of bids. The balance of the Local Government's funding share shall be based on the low bid amount.

The parties do not anticipate that ARRA funds will be obligated for this Project. Should the County receive ARRA funds to be expended on this Project, the funding that the County proposes to contribute to the Project would be reduced by the ARRA amount.

## **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.

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

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 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 OF TEXAS           §  
THE COUNTY OF TRAVIS       §

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

 **ORIGINAL**

**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 turn lanes and safety features on RM 1826 at FM 967, 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.



x m

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

**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 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: Hays County Judge  
111 East San Antonio, #300  
San Marcos, Texas 78666

**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.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

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

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

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

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

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

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

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

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

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

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

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

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

**Article 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. Debarment Certification.** The Local Government shall not contract with any person that: is suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

**Article 20. Signatory Warranty.** The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

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

**THE STATE OF TEXAS**

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

By \_\_\_\_\_

Date \_\_\_\_\_  
Carlos A. Lopez., P.E., District Engineer

**THE LOCAL GOVERNMENT**

Name of the Local Government **HAYS COUNTY**

By \_\_\_\_\_

Date \_\_\_\_\_

Typed or Printed Name and Title Elizabeth "Liz" Sumter

Hays County Judge

## Attachment A

### Payment Provision and Work Responsibilities

The Local Government will pay for the cost of the construction of turn lanes and safety features on RM 1826 at FM 967, which is an on-system location. The Local Government's participation is 100% of the cost of this particular improvement. The Local Government's estimated cost of this additional work is \$823,000 for construction bid items. The State has estimated the project to be as follows:

Description	Total Estimate Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Construction of turn lane and safety features	\$823,000	0%	\$0	100%	\$823,000
<b>Subtotal</b>	<b>\$823,000</b>		<b>\$0</b>		<b>\$823,000</b>
Direct State Costs (including plan review, inspection and oversight) 10%	\$82,300	100%	\$82,300	0%	\$0
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0
<b>TOTAL</b>	<b>\$905,300</b>		<b>\$82,300</b>		<b>\$823,000</b>

**Local Government's Participation (100%) = \$823,000**

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

At least sixty (60) days prior to the date set for receipt of the construction bids the Local Government shall remit \$205,750 which is one-quarter (1/4) of its funding share of the Project Budget. Upon award of the construction contract the Local Government shall remit the balance of its funding share in six (6) equal monthly payments, by the 5<sup>th</sup> of each month beginning with the month after the receipt of bids. The balance of the Local Government's funding share shall be based on the low bid amount.

The parties do not anticipate that ARRA funds will be obligated for this Project. Should the County receive ARRA funds to be expended on this Project, the funding that the County proposes to contribute to the Project would be reduced by the ARRA amount.

## **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.

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

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 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.

## *Agenda Item Request Form*

# Hays County Commissioners' Court

**9:00 a.m. Every Tuesday**

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

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

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

**AGENDA ITEM: Discussion and possible action to authorize the County Judge to submit a letter of request for a Facility Needs Analysis from the Texas Commission on Jail Standards.**

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

☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: June 8, 2010**

**AMOUNT REQUIRED:** na

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: Ford**

**SUMMARY: As the CC recently accepted the jail population study from MGT, and as we prepare to review the existing facility assessment on the Hays County Law Enforcement Center from Broaddus & Assoc., it seems an appropriate time to add to our wealth of information by requesting the Texas Commission on Jail Standards to conduct an update of their 2007 Facility Needs Analysis on the jail. This analysis will be done at no charge to the County. Attached are procedures for the FNA.**

## Section 4.5

### Facility Needs Analysis

- .100 Policy Statement-** To assist facilities under the commission's purview in providing relevant and cost-effective technical assistance, the commission sets forth this policy and procedure in providing facility needs analysis.
- .200 Scope-**This policy applies to all facilities under the Commission's purview.
- .300 Facility Needs Analysis (FNA) -**A facility needs analysis is a report that is designed to evaluate future county jail capacity needs. The report utilizes data from several different credible sources and provides a projection of future jail populations in an attempt to assist the county in planning for future needs. The report is also used when determining whether to approve and recommend a project requiring the issuance of debt as required by the Office of the Attorney General-Public Finance Division.
- .400 Request for FNA-**The Sheriff or Owner must request a Facility Needs Analysis in writing to the Executive Director. Upon receipt of the request it is recorded in the "FNA Tracking List"
- .500 Request for Information-**Upon receipt of an FNA request from a sheriff/operator, a commission staff member will send a Request for information packet, to the Sheriff or Owner to be completed and returned to the Commission. The information packet requests information such as jail population figures for the previous 12 months, peak jail populations, and a county overview which will assist in the formulation of the report. In addition, for the general information section of the report, the assigned staff member should find out the population on that date, the number of female inmates, and if they are housing any inmates out of county. This will provide a recent overview of the conditions that the county is experiencing and offset any dated information.
- .600 Deadline to complete FNA-**Once the information packet is returned, a Facility Needs Analysis shall be conducted within 30 days.
- .700 Review of Information Packet-** Upon receipt of the information package, a commission staff member should conduct a careful review of the submitted information for completeness and accuracy. If any information does not appear to be correct or is incomplete, contact the county and clarify all discrepancies.
- .800 Collection of Additional Data-**Once all of the facility information is verified, the staff member should collect county specific data from the United States Census Bureau (<http://www.census.gov>) and the Texas State Data Center (<http://txsdc.utsa.edu>) in order to review population projections for that county. It is important to collect not only the population projections for the future, but to also collect and analyze previous population projections in

order to determine the validity of the numbers that are presented by these two agencies. Once all data is reviewed and documented a percentage for growth should be decided upon which will then be used for calculating the future population growth factor.

- .900 FNA Report-**A report is then prepared which should explain all information in narrative and tabular format. The report should contain the following components.
- (1) **Introduction:** This section explains the purpose and goals of this report. It will provide all sources for the data utilized and an overview of the state-incarcerated population.
  - (2) **Current jail conditions:** This section explains when the jail constructed and whether they have adequate space for normal operations, such as kitchen, laundry, storage and support services.
  - (3) **Current Facility Overview -**The current facility overview should explain what types of cells are provided, their function, the population that they serve and their security rating. The amount of space allocated for female use should be noted and included in the overall capacity due to the difficulties that counties face when attempting to provide for the female population. In addition, all agencies that the county jail supports should be noted in this section.
  - (4) **Incarceration rate trends:** This section will explain what an incarceration rate is and how the calculations are tabulated; comparisons should be noted between county incarceration rates and the state wide incarceration rate for all counties. The incarceration rate is calculated by dividing the average daily population of the jail for the year by the total county population for the year.
  - (5) **Population projections:** This section will explain the predictions from the Texas Data Center and U.S. Census Bureau and the differences, if any, between the two. Actual growth in the past should also be compared to past predictions in order to demonstrate the discrepancies that are possible when attempting to predict future population numbers.. Based upon all of the data collected and analyzed, a Texas Commission on Jail Standards population growth factor will then be decided upon and utilized for population projections.
  - (6) **Peak populations:** This section will explain what a peak population is and how it will affect a facility. The Peak population factor is calculated by subtracting the average daily population by the average peak population and the difference is then divided by the average daily population. This will provide a percentage which then will be utilized as the peak population percentage.
  - (7) **Projected capacity needs:** This section will explain the needs of the county by using the following formula: First the county population is multiplied by the incarceration rate which provides the "Projected Inmate Population." Second, the peak population percentage is multiplied by the "Projected Inmate Population" in order to generate a peak

population number, which is then added to the “Projected Inmate Population” in order to create a “Minimum Capacity” figure. The “Minimum Capacity” figure is then multiplied by 10% in order to provide a classification number, which is then added to the “Minimum Capacity” number in order to provide the “Total Capacity.” These steps are performed for each year, up to 20, included on the table.

- (8) **Recommendations:** A recommendation as to the number of beds the county will need for the next 20 years will be provided and will be based upon the total capacity figures generated in section “5f” of this procedure and the 1:48 staff to inmate ratio.
- (9) **Additional considerations:** This section should explain all additional considerations to include industry and recreation available and located within the region, the number of outstanding warrants, major thoroughfares, and any other item or issue that can potentially impact the inmate population.



## *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 a Data Reporting Improvement Plan prepared by the Hays County Criminal District Attorney's Office.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** INGALSBE

**SPONSORED BY:** INGALSBE

**SUMMARY:** The Hays County D.A. has prepared a Data Reporting Improvement Plan pursuant to HB2730. It will be sending the Plan on to the Texas Department of Public Safety this week. The Commissioners Court's acceptance of this Plan creates a record in the County's Official Records.

## HAYS COUNTY COMPUTERIZED CRIMINAL HISTORY SYSTEM DATA REPORTING IMPROVEMENT PLAN

The Legislature mandates through Chapter 60 of the Texas Code of Criminal Procedure that all criminal justice agencies in Texas report to the Department of Public Safety's Computerized Criminal History System all information on arrests, prosecutions and dispositions of cases for persons arrested for Class B misdemeanors or greater. All counties are to be at or above 90% reporting.

Hays County is currently below 90% reporting.

The local advisory board has concluded that two issues exist. One is complete reporting on misdemeanor Failure to Appear arrests. The other is electronic reporting from the countywide computer program to the Department of Public Safety.

Previously, when a person was arrested for misdemeanor Failure to Appear, the Sheriff's Department would report the arrest to the Computerized Criminal History System and forward to the District Attorney's office. The District Attorney's office would never accept the charges or decline them. Presently, the District Attorney's office, upon receiving the arrest, reports whether these charges are declined or accepted to the Computerized Criminal History System.

Hays County was one of the first counties in Texas to purchase the countywide computer program Odyssey. Odyssey has the ability to electronically transfer all reporting information to the Computerized Criminal History System. All agencies within Hays County have used and continue to use this method of reporting. Originally, Odyssey could send the reports, but could not receive confirmation that the reports were accepted. During this time, Odyssey also had programming interfacing problems with the Computerized Criminal History System. These software problems have since been corrected, with all reporting sent electronically and receipt confirmed. Furthermore, multiple personnel within the District Clerk's Office, County Clerk's Office, and the District Attorney's Office have access to the Computerized Criminal History System website to manually correct or add any reports.

All criminal justice agencies will continue to use the electronic reporting and confirmation of receipt through Odyssey for reporting to the Computerized Criminal History System, and will continue as currently done, the reporting of misdemeanor

Failure to Appear dispositions. However, the Local Data Advisory Board does recognize that the District Courts and County Courts at Law are constitutional and statutory elected courts; none of the Board members have any control over the time from arrest to disposition of cases.

The Undersigned members of the advisory board pledge to cooperate in compiling the data required by law and forwarding the appropriate information to agencies in the county and to the Department of Public Safety. We also agree to communicate with one another any problems or discrepancies that occur in compiling reports.

---

Sherri Tibbe  
Hays County Criminal District Attorney

---

Cecelia Adair  
Hays County District Clerk

---

Linda Fritsche  
Hays County Clerk

---

Tommy Ratliff  
Hays County Sheriff

---

Howard Williams  
Chief of San Marcos Police

## *Agenda Item Request Form*

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

**9:00 a.m. Every Tuesday**

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

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

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

**AGENDA ITEM:** Discussion and possible action to accept the Statement of Work (SOW) from Cold Shower Design for consulting and design services for revamped County website, and to authorize the County Judge to sign the SOW.

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

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Baen, Chernow, McGill, Marquez

**SPONSORED BY:** Ford

**SUMMARY:** See Statement of Work attached and minutes from 2-9-10 court meeting below.

Selection team worked with County Purchasing department to issue an RFQ for web graphics design specialists. Tens responses were received and selection team interviewed 3 companies, ultimately having a second interview with Cold Shower Design and asking them to submit a Statement of Work. We are confident in the technical skills, design talent and our ability to work with CSD team to create a site that reflects our county image with a dynamic and user-friendly organizational structure and interface.

#### **From 2-9-10 Commissioners Court Minutes**

**26835 CONTRACT WITH A WEB GRAPHICS DESIGN SPECIALIST FOR AN OVERALL REVIEW AND REFINEMENT OF THE USER INTERFACE DESIGN AND CONTENT STRUCTURE FOR THE NEW HAYS COUNTY WEB SITE [T1-940]**

Jimmy Skipton made public comment. Commissioner Ford and Commissioner Conley spoke. A motion was made by Commissioner Ford, seconded by Commissioner Conley to issue an RFQ for a Web Graphics Design Specialist for an overall review and refinement of the user interface design and content structure for the new Hays County web site and have a selection team to be comprised of Commissioner Ford, Dee Dee Baen, Laureen Chernow, Jeff Magill, and Rafael Marquez to bring back recommendations and cost to the court for consideration. All present voting "Aye". MOTION PASSED



Cold Shower Design, LLC • 101 West 6<sup>th</sup> Street, Suite 519, Austin, TX 78701

### **Customer Information ("CLIENT")**

Company Name: Hays County  
Contact Name: Laureen Chernow  
Street Address: 111 E San Antonio Street, Suite 101  
City, State, Zip: San Marcos, TX 78666  
Phone: 602-393.2296  
Company URL: <http://www.co.hays.tx.us>

### **STATEMENT OF WORK**

This Statement of Work ("SOW") is effective as of \_\_\_\_\_ (the "Effective Date"), between the Client ("Client"), whose offices are located at 111 E San Antonio Street, San Marcos, TX 78666, and Cold Shower Design ("CSD") whose offices are located at 101 West 6<sup>th</sup> Street, Suite 519, Austin, TX 78701.

The purpose of this SOW is to engage CSD for services to be rendered in consulting and design using Internet technologies and computer programming. The Terms and Conditions for this Agreement are provided below and will be dated and signed between CSD and the Client.

### **Services Rendered**

Cold Shower Design will work with Hays County to update their web presence with a new website design and Content Management System.

### **WEBSITE OBJECTIVES:**

Cold Shower Design will integrate the existing Hays County seal into a new website design with an open-source Content Management System (CMS). The CMS will allow the Client to create and edit content for a more dynamic website. The Client will have the ability to add/edit/delete content and web pages.

### **Deliverables:**

- Website Design, including a layered Photoshop Document
- Website Design Guideline sheet including specific colors and fonts used for project.
- Concrete 5 theme with two page types (home and inside pages)
- Approximately 10 web pages built on the Client's hosting to use as examples
- Website Map with Information Architecture recommendations

### **Creative Brief:**

The primary goal is to establish a modern web presence for Hays County that accurately represents the county as a community that is a blend of urban and rural lifestyles. The site should be informative, interactive and easy to navigate. Cold Shower Design will leverage the

Confidential

Page 1 of 6

Date Printed: 6/27/10

© 2006 - 2010 Cold Shower Design, LLC. All Rights Reserved.



Cold Shower Design, LLC • 101 West 6<sup>th</sup> Street, Suite 310, Austin, TX 78701

new Hays County seal when designing the website look and feel. Cold Shower Design will explore new colors and fonts for the website that can be used for other marketing materials should the Client choose to do so. The Client will provide photography to be used on the website.

**Website Design Process:** The design process that CSD utilizes is an iterative process in which we present one custom design based on guidelines established in an initial creative meeting with your team. We then provide two rounds of revisions based on feedback. It is our experience that this process should provide ample design time to produce a final result. However, development of additional designs beyond the third round will require additional time and budget from the Client beyond the pricing provided in this SOW.

**a. Content Management System (CMS):** Cold Shower Design recommends using an open source platform to provide the client the benefits of a robust content management system without the cost of developing one from scratch. CSD recommends Concrete5 <http://www.concrete5.com> as the open source platform to be customized. Open source technologies are constantly improved by a network of developers, and additional components could be integrated into Concrete5 if and when the Client wishes to add-on to the site. There are no license fees associated with the Concrete5 CMS platform.

The CMS will allow approved administrative employees to add/edit/delete content including text and or graphics within designated areas (BLOCKS) on pages within the site.

**b. Content Management Layouts:** The Client will have 2 page types (layouts) to choose from when creating new pages within the site. Examples of page types could be:

- 1) Home Page Layout
- 2) Inside Page Layout

Once a layout has been selected, the Client will be allowed to place blocks of content within a layout. For example:

- Graphic with links to internal or external pages
- Text with links to internal or external pages
- Online Polls
- Guestbook
- Flash Media
- YouTube Video
- Slideshow

**c. Search:** Users will have the ability to search the site for a word or phrase, as it appears in page content.

Confidential

Page 1 of 15

Date Printed: 5/27/10

© 2006 - 2010 Cold Shower Design, LLC. All Rights Reserved.



Cold Shower Design, LLC - 101 West 6<sup>th</sup> Street, Suite 515, Austin, TX 78701

**d. Information Architecture:** In the interest of usability, Cold Shower Design will consult Hays County on the overall site organization, and make recommendations on the information architecture of the website. A revised sitemap will be provided to Hays County with Cold Shower Design's recommendations.

**e. Content Migration:** The Client will be trained as an administrator of the Content Management System. Cold Shower Design will train the Client to create/edit/delete up to 10 pages on the site. The Client will then migrate the rest of the content in the CMS environment.

**f. Training/Documentation:** CSD will provide one training session to make the Client familiar with the new CMS. Additionally, client can search online if/when a question arises, as there is a very robust network of developers and Concrete5 support sites that exist.

**g. Internet Browser Compatibility:** CSD will test the design and development in the current versions of Internet Explorer, Firefox, Safari, and Google Chrome. Internet Explorer 6 is not a recent version of Internet Explorer. Compatibility with older versions of browsers can usually be achieved. If Client requests such compatibility, CSD can accomplish the task for an additional charge at our standard hourly rate of \$135/hr.

#### **WEBSITE HOSTING / TECHNICAL REQUIREMENTS**

CSD can provide a reliable hosting environment for Client, compatible with the Content Management System outlined above. If Client would like CSD to provide hosting services, a separate HOSTING CONTRACT will be provided to Client. CSD can offer web site hosting for this web site starting at the price of **\$150/month**, depending on Client's hosting needs. *If Client wishes to host the site elsewhere, the hosting provider must have current versions of PHP and MYSQL installed and FTP, phpMyAdmin or equivalent access must be provided to CSD.*

Website hosting does not include e-mail. Cold Shower Design can consult Client on how/where to setup e-mail with a third party provider if needed.

Cold Shower Design will develop the new site locally within our hosting environment at: <http://hays.coldshowerdev.com>.

#### **TIMELINE**

The new website is expected to require between **2 – 3 months** to complete deliverables listed above. These dates are contingent upon response and approval turnaround times and are subject to change.



Cold Shower Design, LLC 101 West 6<sup>th</sup> Street, Suite 519, Austin, TX 78701

### **CHANGE MANAGEMENT**

Project scope changes may occur during the life of the project. Changes deemed out of scope or changes that cause the allocated hours associated with the project to increase will go through a contractual change control process. The cost and schedule impact of approved scope changes will be added to the allocated hours for the project and schedule baselines. Changes or increases over the allocated hours will not be implemented without authorization by Client. Both parties must authorize any additional work not specified in the Specifications in writing.

### **PROJECT COMPLETION AND TERMINATION**

CSD will have fulfilled its obligation under this SOW when either of the following occurs:

- Delivery of completed materials as defined in the deliverables, OR
- If the deliverables involve services other than creating a website, logo, print materials, completion of the deliverables, OR
- If client wishes CSD to cease work on project before it is completed, client will be charged for the time and expenses incurred up to the point of stopping the project at the rate of \$135/hr.
- A completed project is one that contains all the features detailed in the deliverables.

Upon completion and final payment (100%) to CSD, Client will assume ownership of the final product.

### **COST OF SERVICES**

Cold Shower Design will complete the items listed in the deliverables of this SOW for the following itemized prices:

**Website Design and Development: \$7,500.00**

#### **Payment Milestones:**

- 1) First Design comp presented to Client – 50%
- 2) Website is functioning in Client's environment on CMS – 50%

\* Cold Shower Design requires a signed contract to begin working on the project.

The price was derived by calculating the required hours for a design and development team to meet the specifications listed above within your required timeframe at our standard rates. Additional costs outside of labor are subject to decisions made during the needs assessment and planning. If Client requests or project requires additional work outside the specifications listed in the SOW, Client will be billed and CSD's standard billing rate of \$135/hr. All invoices are to be paid upon receipt. This SOW expires if not signed and returned to CSD within 30 days of date listed on page one.

Confidential

Page 4 of 6

04/11/2010 11:20:00

© 2010 Cold Shower Design, LLC All Rights Reserved





Cold Shower Design, LLC — 101 West 5<sup>th</sup> Street, Suite 519, Austin, TX 78701

## **ONGOING MAINTENANCE & SUPPORT**

Cold Shower Design will work on an hourly basis (\$135/hr.) for updates and changes to the website after it has been completed and the deliverables in this SOW have been completed.

## **WARRANTY PERIOD**

Unless otherwise specified, the following warranty applies. COLD SHOWER DESIGN represents and warrants to CLIENT that (1) all Deliverables (as defined in this SOW) shall be prepared in a workmanlike manner and with professional diligence and skill; (2) all Deliverables will function with properly configured current version Web Browsers and as specified in this Scope of Work.

COLD SHOWER DESIGN will repair any Deliverable that does not meet this warranty for a period of 30 (thirty) days following completion of the Deliverable as defined in the SOW. This warranty does not cover errors found in third party software that is used as part or all of the Deliverables from COLD SHOWER DESIGN to the CLIENT. This warranty also does not cover, without limitation, updates, links that change over time, pages that become obsolete over time, new browser versions, content that becomes outdated over time or changes that do not result from any error on the part of COLD SHOWER DESIGN.



Cold Shower Design, LLC 101 Wayne Street, Suite 510, Austin TX 78703

### ACCEPTANCE AND SIGNATURE FOR PROJECT

The Parties agree to the terms, conditions and stipulations of this SOW and the Professional Services Contract. This Agreement and the Professional Services Contract constitute the entire understanding of the Parties. No agreements or representations have been made by either Party other than as set forth in this SOW, Hosting Agreement (if applicable) and the Professional Services Contract. Any future changes or modifications thereto must be in writing and signed by both parties.

If changes were made to the terms of this Contract, then the President of COLD SHOWER DESIGN must sign below. The CLIENT Representative signing this Agreement on behalf of CLIENT warrants that he/she has full understanding of this SOW and authority to execute this Agreement on behalf of the CLIENT.

#### CLIENT: Hays County

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### Cold Shower Design, LLC

Signature: \_\_\_\_\_  
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:** Discussion and possible action to authorize the County Judge to submit a grant application to the U.S. Department of Justice, Office of Community oriented Policing Services, Cops Hiring Program (CHP) for support of up to 5 new officers in the Hays County Sheriff's Office.

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

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** see below

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

**REQUESTED BY:** Ratliff/Hauff

**SPONSORED BY:** Sumter

**SUMMARY:** CHP is open only to agencies with a pending 2009 COPS Hiring Recovery Program application to provide targeted updates for FY 2010 CHP funding. This program is designed to assist law enforcement agencies to create and preserve sworn officer jobs and increase their community policing capacity and crime prevention efforts. This grant will provide funding for three years (36 months) for each position awarded. The maximum number officer positions that our agency can requires is five, although the COPS office may reduce requests based on factors such as available funding. No match required.

The grant funds available throughout the three-year program period would amount to \$993,690.00 (\$198,738 per position), fully covering salary and benefits for these five officer positions. The County must retain and fund the positions during the fourth year of the program, at a cost of \$ 353,140.00. The up-front cost necessary for equipping these officers is \$ 50,722.00 each for a total of \$ 253,610.00 for five positions. This amount includes vehicle/vehicle equipment, personal equipment, and uniform costs. This amount would need to be budgeted for the FY2011 budget year, should the grant be fully funded for these positions.

<b>Equipment for 1 Deputy</b>		
	<b>Vehicle &amp; Equipment</b>	
001-618-5713	Dodge Charger	\$22,200
001-618-5715	Mobile Radio M5300 System	\$2,311
001-618-5717	Safety Cage w/gun lock	\$859
001-618-5717	Digital Mobile Cameras	\$5,414
001-618-5717	Console w/accessories	\$531
001-618-5717	Vehicle Striping	\$569
001-618-5717	Overhead Lightbars	\$1,980
001-618-5717	Mobile Radar dual ant.	\$1,956
		<b>\$35,820</b>
	<b>L.E. Equipment</b>	
001-618-5715	Hand Held Radio P5350 Scan	\$2,625
001-618-5717	Body Armor	\$879
001-618-5717	Taser	\$891
001-618-5717	Shotgun	\$609
001-618-5717	Mini-14 Rifle	\$853
	<b>L.E. Supplies</b>	
001-618-5206	Misc Supplies-(i.e. badge, flashlight, etc)	\$1,220
	<b>Data Equipment</b>	
001-680-5712	Notebook	\$6,600
001-680-5202	Antennae	\$150
001-680-5426	Air/Sim Cards	\$60
001-680-5426	Software	\$299
	<b>Total</b>	<b>\$50,722</b>

## Margaret Buentello

---

**From:** Cops\_Info [Cops\_Info@usdoj.gov]  
**Sent:** Tuesday, May 25, 2010 1:19 PM  
**To:** Margaret Buentello  
**Subject:** COPS Hiring Program (CHP) Application Update Period

May 25, 2010

Margaret Buentello  
Hays County  
1307 Uhland Road  
Ste 303  
San Marcos, TX 78666

ORI: TX10500

RE: COPS Hiring Program (CHP) Application Update Period

Dear Buentello,

Your agency was recently contacted by the COPS Office regarding the 2010 COPS Hiring Program (CHP). Because your agency submitted an application under the 2009 COPS Hiring Recovery Program (CHRP), and either did not receive funding or only received partial funding of your capped request during fiscal year 2009, the COPS Office is now considering your pending application for funding this fiscal year under CHP.

As part of the application review process, the COPS Office is requesting that your agency provide updates to your application so that your request can be evaluated based on current information. The application update period will open at 9:00 a.m. E.D.T. on Wednesday, June 2, 2010, and you will have until 11:59 p.m. E.D.T. on Wednesday, June 16, 2010, to submit your application updates. To compete for 2010 CHP funding, your agency must submit an updated application by the deadline, or it will be eliminated from consideration.

Similar to CHRP, CHP is a competitive grant program that provides funding directly to state, local and tribal law enforcement agencies nationwide to hire and/or rehire full-time sworn officers to increase their community policing capacity and crime prevention efforts. CHP grants will provide 100 percent funding for approved entry-level salaries and fringe benefits for three years (36 months) for newly-hired, full-time sworn officer positions, or for rehired officers who have been laid off or are scheduled to be laid off on a future date as a result of local budget cuts. Up to \$298 million was appropriated and is available for CHP in fiscal year 2010. The COPS Office will select 2010 CHP grantees from the pool of updated applications submitted by the deadline, and expects to make approximately 500 awards with the amount of funding available. We anticipate making these awards by September 30, 2010.

Please be aware that there is a maximum number of officer positions that can be requested under CHP, and that the number of positions available to your agency under CHP may be fewer than the number of positions requested in your original CHRP application. The maximum number of officer positions that your agency may request under CHP in 2010 is noted in Section 5 of your application. In addition, if awarded a CHP grant, your agency may not receive its full current officer request.

Please carefully review the detailed instructions in the CHP Application Guide before updating your application. The CHP Application Guide is available on the COPS website at <http://www.cops.usdoj.gov/Default.asp?Item=2365> and frequently asked questions can be found at <http://www.cops.usdoj.gov/Default.asp?Item=2364>. Your agency must update information in the following sections of your application:

- Section 1: COPS Program Request
- Section 2: Agency Eligibility Information

- Section 3: Agency Information
- Section 4: Executive Information
- Section 5: COPS Hiring Program Officer Request
- Section 6: Law Enforcement and Community Policing Strategy
- Section 7: Need for Federal Assistance
- Section 8: Continuation of Project After Federal Funding Ends
- Section 14: Budget Detail Worksheets
- Section 15: Assurances and Certifications
- Section 16: Disclosure of Lobbying Activities
- Section 17: Certification of Review and Representation of Compliance with Requirements
- Section 18: COPS Hiring Program Certifications

To access your application, please go to the COPS website at [www.cops.usdoj.gov/](http://www.cops.usdoj.gov/) and click on the "Account Access" link in the upper right-hand corner. Please enter your username and password and select "COPS Application."

If you have any questions about updating your application, please contact the COPS Office Response Center at 800-421-6770, or by e-mail at [CHP2010@usdoj.gov](mailto:CHP2010@usdoj.gov). The COPS Office may also contact your agency by e-mail, letter, or telephone for additional information or clarification as necessary.

**As a final reminder, application updates must be submitted online via the COPS website ([www.cops.usdoj.gov/](http://www.cops.usdoj.gov/)) by 11:59 p.m. E.D.T. on Wednesday, June 16, 2010.**

Thank you for your interest in the COPS Office and our programs.

Sincerely,



Bernard K. Melekian  
Director

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to amend budget for Constable Pct 1.

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

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** \$15.00 (continuing education)

\$\$\$\$ (telephone)

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

\$15.00 from 001-635-00.5211 (office supplies) to 001-635-00.5551 (continuing education)

**REQUESTED BY:** David Peterson

**SPONSORED BY:** Debbie Ingalsbe

#### **SUMMARY:**

Constable Pct. 1 requires an additional \$15.00 to reimburse his administrative assistant for meal expenses incurred while attending a Civil Process Course in New Braunfels, TX on 5/17 & 5/14.

Constable Pct. 1 will have a budget shortfall in telephone expense for the remainder of FY2010. He is averaging \$511 a month to date in FY10 for cell phone usage. If the phone bills continue at this pace, he will need an additional \$2,900 for the remainder of the year. He does not have the additional funds in his operating budget, therefore, the Court would need to determine a course of action.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to amend budget for Constable Pct 1.

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$15.00

**LINE ITEM NUMBER:** \$15.00 from 001-635-00.5211 (office supplies) to 001-635-00.5551 (continuing education)

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** Another example of a budget amendment that I recommend we handle within our office.

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Hays County Strategic Plan presentation. 1:00PM**

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

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

**PREFERRED MEETING DATE REQUESTED: June 8, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY:** Strategic Plan will be provided in electronic format. Chris Holtkamp, AICP, Community and Economic Development, Lower Colorado River Authority will present. 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). We are not looking for action today, however, will ask for adoption and implementation of the plan by June 29<sup>th</sup>.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding existing and/or contemplated litigation related to claims by William Montague.

Possible action may follow in open Court.

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** SUMTER

**SPONSORED BY:** SUMTER

**SUMMARY:** Summary to be provided in Executive Session.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding a regional shooting sports complex in Hays County. Possible action may follow in open Court.

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** CONLEY/INGALSBE

**SPONSORED BY:** CONLEY/INGALSBE

**SUMMARY:** Summary to be provided in Executive Session.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to the Jacob's Well Open Space project. Possible action may follow in open Court.

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** TBD

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

**REQUESTED BY:** CONLEY

**SPONSORED BY:** CONLEY

**SUMMARY:** Summary to be provided in Executive Session.

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding the Interlocal Agreement with the City of San Marcos for the completion of McCarty Lane and FM110. Possible action may follow in open court.**

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

**PREFERRED MEETING DATE REQUESTED:**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER/INGALSBE**

**SUMMARY:**

