

**Commissioners Court -August 17, 2010  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **17<sup>TH</sup> day of August, 2010**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**INVOCATION:**

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

**PRESENTATIONS & PROCLAMATIONS**

**PUBLIC COMMENTS**

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

**CONSENT ITEMS**

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

1	3	Approve payments of county invoices. <b>HERZOG</b>
2	4-6	Report to Commissioners Court identifying administrative approvals issued during the month of July, 2010. <b>SUMTER/SANCHEZ</b>
3	7-10	Approve award of Bid #2010-B19 "Regulatory, Warning & Other Road Signs" to multiple vendors. <b>SUMTER/HERZOG/MAIORKA/BORCHERDING</b>
4	11-20	Approve specifications for RFP #2010-P18 "Voluntary Supplemental Insurance for Hays County Employees and authorize Purchasing to solicit for proposal and advertise. <b>SUMTER/HERZOG/MAIORKA/BEAN</b>
5	21-27	Approve the May 2010 Treasurers Report. <b>SUMTER/TUTTLE</b>
6	28	Ratify the execution of a Licensing Agreement with Microsoft for Enterprise -- Volume Licensing by the County Judge. <b>SUMTER/MCGILL</b>
7	29-31	Approve extension of the Public Health Emergency Response (PHER) contract between Texas Department of State Health Services (TDSHS) and the Personal Health Department for one additional month. <b>SUMTER/HARGRAVES</b>

**ACTION ITEM**

**ROADS**

8	32	Hold a Public Hearing to consider 1) the proposed improvement to Indian Creek Rd. in Hays County to cause the roadway to comply with Hays County road standards, and 2) the assessment of all or part of the costs of the improvement, <i>pro rata</i> , against the record owners of the real property on Indian Creek Rd. Possible action to follow the Public Hearing. <b>BARTON</b>
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**MISCELLANEOUS**

9	33-46	Discussion and possible action to reserve \$1.7 million of the remaining Park Bond funds for the development of Harrison Ranch Park in Dripping Springs, pending a presentation to and recommendations from the Hays County Parks and Open Space Advisory Board. <b>FORD/HAUFF</b>
10	47-50	Discussion and possible action to adopt the Early Voting Schedule for the November 2, 2010, General Election. <b>SUMTER/COWAN</b>
11	51	Discussion and possible action to appoint Election Judges and Alternate Judges for the period of August 1, 2010 through July 31, 2012. <b>SUMTER/COWAN</b>
12	52-53	Discussion and possible action to adopt the Election Day Polling sites for the November 2, 2010, General Election. <b>SUMTER/COWAN</b>

13	54-55	Discussion and possible action to approve immediate repairs and equipment replacement at the Law Enforcement Center. <b>CONLEY/RATLIFF</b>
14	56-70	Discussion and possible action to approve expansion and renovations at the Law Enforcement Center and Public Safety Building. <b>CONLEY/RATLIFF</b>
15	71-86	Discussion and possible action to amend the Road & Bridge budget for Cartegraph software and services. <b>BARTON/BORCHERDING</b>
16	87	Discussion and possible action to consider amending the dedication of funding to the City of Kyle for park bond funding in the amount of approximately \$2.4 Million; to release more than \$1.2 Million in funding from that dedication and return those funds back to the "Park Bond Fund" for disbursement elsewhere; and to reserve \$1.2 Million of the original dedication for park projects in Kyle, as presented to and approved by Hays County Park and Open Space Advisory Board. <b>BARTON</b>
17	88-103	Discussion and possible action to authorize the County Judge to execute Temporary Construction Easements and Public Utility Easements related to Right of Way work on Dacy Lane. <b>INGALSBE</b>
18	104	Discussion and possible action to authorize purchase of right-of-way near the Blanco River bridge on Fischer Store Road. <b>CONLEY/BORCHERDING</b>
19	105-128	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement for Infrastructure Construction between Hays County and the City of Buda, Texas. <b>BARTON</b>
20	129	Discussion and possible action to vote on a proposed FY2011 tax rate and schedule public hearings on the tax rate and budget. <b>SUMTER</b>

#### **WORKSHOP**

21	130	<b>2pm Workshop - Discussion regarding Security Needs and Issues at the Government Center. INGALSBE</b>
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#### **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.

#### **STANDING AGENDA ITEM**

22	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>
23	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>
24	Departmental Budget Review. Possible action may follow. <b>SUMTER</b>

#### **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 13<sup>TH</sup> day of August, 2010

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

**CLERK OF THE COURT**

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

# *Agenda Item Request Form*

## **Hays County Commissioners' Court**

2:00 p.m. Every Wednesday

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

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

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

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

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

**PREFERRED MEETING DATE REQUESTED: 8/17/10**

**AMOUNT REQUIRED: None**

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

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog** 

**SUMMARY:**

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:**

Report to Commissioners Court identifying administrative approvals issued during the month of July, 2010

**TYPE OF ITEM:** Consent

**PREFERRED MEETING DATE REQUESTED:** August 17, 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 July, 2010

## HAYS COUNTY DEVELOPMENT AUTHORIZATIONS

### July 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.

LI	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FP/IO	RCH/IO	SYSTEM	DEV TYPE	PCT.#
	2010-267	BRIAN KONRADI	07/06/10	630 WINN RANCH ROAD	N	PV	O	O	SPRAY	SF	3
	2010-259	MICHAEL & NATHALIA CONTRERA	07/08/10	VISTA GRANDE LOT 38	N	PV	O	O	SPRAY	SF	4
	2010-254	MICHAEL DAVIS	07/01/10	RIM ROCK LOT 40 BLK D SEC 1 PH 1	N	PB	O	O	SPRAY	SF	4
	2010-237	RICHARD COTTLE	07/09/10	HILLCROFT LOT 11	N	PB	O	O	LPD	SF	3
	2010-136	SHELBY G. ECKOLS	07/15/10	14401 FM 150 WEST	N	PV	O	O	LPD	SF	4
	2010-269	MICHELE ELAINE	07/15/10	109 HORACE HOWARD LANE	N	PV	O	O	SPRAY	SF	1
	2010-61	HOMES BY AVI-TEXAS	07/15/10	SAWYER RANCH SEC 5 BLK F LOT 53	N	PV	O	O	SPRAY	SF	4
	2010-243	AMADO GOMEZ	07/19/10	AMADO GOMEZ	N	PV	O	O	SPRAY	SF	4
	2010-256	SAMMY JOHNSON	07/19/10	HILL COUNTRY RANCHES LOT 199	N	RW	O	O	STANDARD	SF	3
LI	2010-269	MICHELE ELAINE ARANDA	07/15/10	109 HORACE HOWARD LANE	N	PV	O	O	SPRAY	SF	1
	2010-264	WAYNE KENDRICK	07/22/10	SUMMER MOUNTAIN RANCH LOT 108-109 SEC 2	N	PV	O	O	SPRY	SF	3
LI	2010-268	ANNE WALKER-MCBAY	07/23/10	COX ADDITION LOT 2	N	PV	O	O	SPRAY	SF	2
	2010-132	MATTHEW & SUSAN SCHNABEL	07/26/10	RIVER MOUNTAIN RANCH LOT 22 SEC 1	N		O	O	LPD	SF	3

LI	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FP/IO	RCH/IO	SYSTEM	DEV TYPE	PCT.#
	2010-287	WILLIE & HARRIET JOHNSON	07/27/10	ELLIOTT RANCH PH 2 LOT 2 BLK F	N	PV	O	O	SPRAY	SF	2
	2010-297	LISA WILLIAMS-CORDES	07/30/10	CHAPARRAL PARK LOT 9 BLK C 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
FP/IO	In or Out of a Floodplain	NSF	Non-Single Family
RCH/IO	In or Out of a Recharge Zone	MH	Mobile Home
SYSTEM	Type of System		
DEV TYPE	Type of Development		
PCT #	Precinct Number		

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Phone (512) 393-2205

**AGENDA ITEM: Approve award of Bid #2010-B19 "Regulatory, Warning & Other Road Signs" to multiple vendors.**

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

☐ WORKSHOP    ☐ PROCLAMATION    ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: August 17, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

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

**SPONSORED BY: SUMTER**

**SUMMARY: (see attached tabulation) Approval to award to multiple vendors is recommended in order to provide all signage that is needed by the Road Department at the lowest cost to Hays County. There are different categories of signs that will be awarded to each vendor.**

	VULCAN			PATHMARK			SESA			WENZEL		ALLIED	
										no bid	no bid	no bid	no bid
1	R1-1	30X3	\$18.58	\$22.84	\$19.97	\$25.44	\$27.36	\$32.45					
2	STOP SIGN	36X3	\$26.85	\$32.97	\$29.97	\$38.88	\$39.40	\$46.73					
3	MR1-2	30X3	\$9.64	\$11.69	\$11.93	\$14.98	\$15.68	\$32.45					
4	MR2-1	18X2	\$9.33	\$11.42	\$11.19	\$13.53	\$13.13	\$15.58					
5	R2-1	24X3	\$15.55	\$19.02	\$18.65	\$22.55	\$21.89	\$25.96					
6	R4-7A	18X2	\$9.33	\$11.42	n/a	n/a	\$13.13	\$17.58					
7	R1-4	18X6	\$3.18	\$3.95	\$4.98	\$5.91	\$4.28	\$4.89					
8	R2-5A	18X2	\$9.33	\$11.42	n/a	n/a	\$13.13	\$15.58					
9	R8-1T	24X3	\$15.55	\$19.02	\$18.65	\$22.55	\$21.89	\$25.96					
10	R8-3A	24X2	\$12.95	\$15.96	\$14.92	\$18.04	\$17.51	\$20.77					
11	R12-1T	24X3	\$18.72	\$23.40	\$22.38	\$27.06	\$26.27	\$31.15					
12	R7-8	12X18	\$5.37	\$6.94	n/a	n/a	\$6.57	\$7.79					
NO PARKING													
13	ANY TIME	12X2	\$6.75	\$8.63	\$7.96	\$9.28	\$8.76	\$10.38					
14	NO DUMPING	24X3	\$18.72	\$23.40	\$22.38	\$27.06	\$26.27	\$31.15					
15	R7-8A	12X18	\$4.84	\$6.41	n/a	n/a	\$6.57	\$7.79					
16	MW1-1R	30X3	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45					
17	MW1-1L	30X3	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45					
18	MW1-2R	30X3	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45					
19	MW1-2L	30X3	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45					
20	MW1-3L	30X3	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45					
21	MW1-3R	30X3	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45					
22	MW1-4L	30X3	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45					
23	MW1-4R	30X3	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45					
24	MW1-5L	30X3	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45					
25	MW1-5R	30X3	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45					
26	W1-6	48X2	\$24.58	\$30.41	\$29.84	\$36.08	\$35.02	\$41.54					
27	MW1-7	36X18	\$14.04	\$17.55	\$16.98	\$20.30	\$19.70	\$23.36					
28	W1-7	48X2	\$24.58	\$30.41	\$29.84	\$36.08	\$35.02	\$38.94					
29	MW1-8	12X18	\$4.84	\$6.41	\$5.98	\$7.21	\$6.57	\$7.79					
30	SW1-8	24X3	\$15.55	\$19.02	\$18.65	\$22.55	\$21.89	\$25.96					
31	MW2-1	24X2	\$12.44	\$15.21	\$14.92	\$18.04	\$17.51	\$20.77					
32	MW2-2	24X2	\$12.44	\$15.21	\$14.92	\$18.04	\$17.51	\$20.77					
33	MW2-3	24X2	\$12.44	\$15.21	\$14.92	\$18.04	\$17.51	\$20.77					
34	MW2-4	30X3	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45					
35	MW2-5	24X2	\$12.44	\$15.21	\$14.92	\$18.04	\$17.51	\$20.77					
36	MW3-1A	24X2	\$13.78	\$16.92	\$16.92	\$20.04	\$17.51	\$20.77					
37	MW3-1A	30X3	\$20.93	\$25.87	\$25.13	\$30.18	\$27.36	\$32.45					
38	MW3-2A	30X3	\$20.93	\$25.87	\$25.13	\$30.18	\$27.36	\$32.45					
39	MW4-2	30X3	\$19.43	\$23.75	\$25.13	\$30.18	\$27.36	\$32.45					
40	MW5-2	24X2	\$12.44	\$15.21	\$14.92	\$18.04	\$17.51	\$20.77					
41	MW5-2A	24X2	\$12.44	\$15.21	\$14.92	\$18.04	\$17.51	\$20.77					



42	MW5-2A	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45	no bid	no bid	no bid
43	MW5-3	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
44	MW7-1	30X30	\$19.43	\$23.75	n/a	n/a	\$27.36	\$32.45			
	MW7-1	30X30	\$19.43	\$23.75	n/a	n/a	\$27.36	\$32.45			
45	W8-8	30X30	\$19.43	\$23.75	n/a	n/a	\$27.36	\$32.45			
46	MW8-2	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
47	MW8-3A	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
48	MW8-11	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
49	W8-13	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
50	W8-14	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
51	MW10-1	30"	\$19.67	\$23.83	\$23.13	\$28.18	\$27.36	\$32.45			
52	MW11-3	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
53	MW11-4	30X30	\$19.43	\$23.75	\$23.18	\$28.18	\$27.36	\$32.45			
54	HORSE XIN	60X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
55	MW11-8	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
56	W12-5	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
57	W13-1	18X18	\$7.18	\$9.29	\$8.98	\$10.66	\$9.85	\$11.68			
58	MW14-2	30X30	\$19.43	\$23.75	n/a	n/a	\$27.36	\$32.45			
59	MW14-3	30X40	\$17.76	\$20.60	\$23.13	\$28.18	\$36.48	\$43.27	no bid	no bid	no bid
60											
61	MW14-4	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45	no bid	no bid	no bid
62	W41-4B	12X24	\$6.75	\$8.63	\$7.96	\$9.28	\$8.76	\$10.38			
63	OM-3L	12X36	\$9.33	\$11.42	\$11.19	\$13.53	\$13.13	\$15.58			
64	OM-3R	12X36	\$9.33	\$11.42	\$11.19	\$13.53	\$13.13	\$15.58			
65	OM-2VP	6X12	\$2.42	\$2.93	\$5.90	\$6.90	\$3.19	\$3.60			
66	HIGH WATE	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
67	D26	18X12	\$4.84	\$6.41	\$5.98	\$7.21	\$6.57	\$7.79			
68	D27	24X18	\$8.34	\$10.69	\$11.19	\$13.53	\$10.95	\$12.98			
69	D28	24X18	\$8.34	\$10.69	\$11.19	\$13.53	\$10.95	\$12.98			
70	D29	8"X6"	\$15.48	\$20.91	\$16.00	\$20.00	\$2.46	\$2.73			
71	S5-2	24X30	\$15.55	\$19.02	n/a	n/a	\$21.89	\$25.96			
72	S1-1	24X24	\$12.49	\$15.57	\$14.92	\$18.04	\$17.51	\$20.77			
73	S1-1	36X36	\$25.23	\$31.93	\$33.57	\$40.59	\$39.40	\$46.73			
74	S2-1	24X24	\$12.49	\$15.57	\$14.92	\$18.04	\$17.51	\$20.77			
75	S2-1	36X36	\$25.23	\$31.93	\$33.57	\$40.59	\$39.40	\$46.73			
76	S3-1	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
77	R20-8	24X30	\$15.55	\$19.02	\$14.92	\$18.04	\$21.89	\$25.96			
78	MCW21-2	24X24	\$12.44	\$15.21	\$23.13	\$28.18	\$17.51	\$20.77			
79	MCW21-4	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
80	CW21-8	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
81	CW21-9	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45			
82	MCW8-7	30X30	\$19.43	\$23.75	\$23.13	\$28.18	\$27.36	\$32.45	no bid	no bid	no bid
1	RED	24X6	\$4.25	\$5.12	\$5.16	\$6.71	\$3.61	\$4.42	no bid	no bid	no bid
2	RED	30X6	\$5.11	\$6.21	\$6.44	\$8.38	\$4.51	\$5.53	no bid	no bid	no bid
3	GREEN	24X6	\$4.25	\$5.12	\$5.16	\$6.71	\$3.61	\$4.42			



## *Agenda Item Request Form*

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

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

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

**AGENDA ITEM: Approve specifications for RFP #2010-P18 "Voluntary Supplemental Insurance for Hays County Employees and authorize Purchasing to solicit for proposal and advertise.**

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

**PREFERRED MEETING DATE REQUESTED:** August 17, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Herzog/Maiorka/Baen

**SPONSORED BY:** Sumter

**SUMMARY:** see attached specifications

## **VOLUNTARY SUPPLEMENTARY INSURANCE FOR HAYS COUNTY EMPLOYEES**

**RFP #2010-P18**

### **HAYS COUNTY, TEXAS**

Hays County is requesting sealed proposals from firms desiring to perform a Third Party Administrator for the Employer's Section 125 Cafeteria Plan, (Premium Only Plan and reimbursement accounts), 457 Annuity, 403 (b) Annuity, and Agent of Record for Supplementary Insurance Benefits. All interested parties should follow the formal outline, as given on the following pages, and submit their proposals by 2:00 p.m., Thursday, September 2, 2010.

Hays County retains the right to reject any and all proposals and to waive any and all formalities. The County of Hays is not required to select the proposal with the lowest pricing, but shall take into consideration other factors, including past experience, financial stability, references, ability to provide requested services and any other factors necessary for quality service.

One (1) original and four (4) copies of the proposal are required for evaluation purposes. Proposals shall be mailed or hand carried in a sealed envelope/package clearly marked with the offering company's name, return address, the RFP number, and opening date and time, and addressed to the County of Hays, Purchasing Office, 111 East San Antonio Street, Suite 101, San Marcos, Texas 78666. Do not submit your proposal by fax or electronically.

Inquiries and request for information affecting the proposal must be in writing and shall be directed to Purchasing Manager, via email at [cindym@co.hays.tx.us](mailto:cindym@co.hays.tx.us), mail (111 East San Antonio Street, Suite 101, San Marcos, Texas 78666), or fax (512-393-2276). To provide the County sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted at least five (5) working days prior to the proposal opening date. Contact with Hays County personnel other than the Purchasing Manager or her designee regarding this solicitation may be reason for elimination from the selection process.

#### **Contract Term:**

Any contract issued between Hays County and the successful respondent(s) shall be guaranteed for no less than two (2) years, with the option to extend the contract annually for an additional three (3) years, if mutually agreed upon by both parties.

Renewal of contracts will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts. The Commissioners Court reserves the right to rescind the contract at the end of each fiscal if it is determined there is insufficient funds to extend the contract.

#### **Fees:**

All given fees shall be guaranteed for a minimum of twenty four (24) months beginning October 1, 2010.

#### **Exceptions:**

By submitting a response to this Request for Proposal, the respondent guarantees that all requirements stated in the RFP will be met. In the event that certain requirements cannot be met, such deviations must be noted as an exception in the respondent's cover letter. Failure to note any deviations to the request for proposal's requirements and qualifications will allow Hays County to assume all requirements/qualifications can be met by the prospective vendor.

#### **Indemnification:**

The contractor shall save and keep harmless and indemnify Hays County against any and all liability, claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or omissions of the vendor.

**Employer Information:**

Hays County employs approximately 750 full time employees eligible for insurance.

**References:**

Hays County requires proposer to supply with this proposal, a list of at least five (5) references where like services have been supplied by their firm to an organization similar to Hays County. Include name of firm, address, telephone number and name of representative.

**Forms:**

Changes to proposal forms made by proposers shall disqualify the proposal. Proposals cannot be altered or amended after submission deadline. All information required by the proposal form must be furnished or the proposal may be deemed non-responsive. Where there is an error in the extension of price, the unit price will govern.

**Late Proposals:**

Proposals received after submission deadline will not be opened and will be considered void and unacceptable. Hays County is not responsible for lateness of mail, courier service, etc.

**General Conditions:**

- Hays County is not responsible for any costs incurred by the vendor for the preparation or distribution of the RFP
- Respondents or other representatives are expected to fully inform themselves as to all conditions, requirements, and specifications before submitting offers. Failure to do so will be at the respondent's own risk.
- In accordance with Chapter 176 of the Local Government Code, effective January 1, 2006, a person or entity that contracts or seeks to contract with Hays County for the sale or purchase of property, goods, or services (as well as agents of such persons) are required to file a Conflict of Interest Questionnaire with the Hays County Clerk. 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 any other elected/appointed officials.
- 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
- It is the policy of Hays County not to discriminate on the basis of sex, disability, race, color, or national origin nor in its employment practices.
- Hays County reserves the right to select and award a contract based on the whole proposal, by each section, or by line item.
- Hays County may reject any or all portions of any proposal or reject all proposals and re-issue the RFP.
- It is not the policy of Hays County to purchase on the basis of low proposals alone. In evaluating proposals submitted, the following considerations will be taken into account to determine the best value for Hays County.
  1. Purchase price
  2. The reputation of the vendor and of the vendor's goods and services
  3. The quality of the vendor's goods or services

4. The extent to which the goods or services meet the County's needs
5. The vendor's past relationship with the County
6. The impact on the ability of the County to comply with laws relating to historically underutilized businesses
7. The total long term cost to the County to acquire the goods or services
8. Any other relevant factor specifically listed in the proposal

**Responsibility:**

A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required;
- Be able to comply with the required or proposed delivery schedule.
- Have a satisfactory record of performance;
- Be otherwise qualified and eligible to receive an award.

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

**Rejection or Acceptance:**

It is understood that the Commissioners Court of Hays County, Texas, reserves the right to accept or reject any and/or all proposals for any materials and/or services covered in this proposal request, and to waive informalities or defects in the proposal or to accept such proposal it shall deem to be in the best interest of Hays County.

**Contract:**

This proposal, when properly accepted by Hays County, shall constitute a contract equally binding between the successful proposer and Hays County.

The proposer may be required to sign an additional agreement containing terms necessary to ensure compliance with the proposal.

**Scope of Services Required:**

If proposer/company cannot meet any of the following qualifications, such exceptions must be noted on the company's cover letter.

All final enrollments must be ready for final payroll upload at a date to be determined by the Hays County Human Resources Department. Vendors will be responsible for providing all personnel necessary to meet the County's timelines and on site enrollment requirements.

**Proposal Outline**

Proposers may submit proposals for each section listed below, all sections, or any combination of Sections A, B, and C.

**Section A-Agent of Record for Voluntary Supplementary Insurance Products for the following:**

	<b><u># Of Participants as of 07/31/2010</u></b>
Term Life	314
Whole Life	36
Vision	417
Sickness	77
Cancer	170
Accident	241
Short Term Disability	130

Section 125 (POP) 700 (approx)  
Health Care Reimbursement Acct New  
Dependent Care Reimbursement Acct New

**25,000 Employer Provided Life Insurance Volume \$18,580,000**

1. Submit your best plan with benefits and rates for each product listed above.
2. Company must be licensed as an Insurance Broker in the State of Texas and maintain a good relationship with Counties in Texas. Included with the company's submittal should be at least five references located in Texas, preferably the Austin and Central Texas area. At least two references should be a public entity, County preferred.
3. Company will provide customer service representatives that are easily accessible.
4. Company will provide a toll-free telephone line and internet access for customer service.
5. A bilingual representative will be available during enrollment periods and as needed.
6. Company must work closely with the Human Resources Department to determine plan design and the type of insurance products to best service the employees and the County's needs.
7. Company must work with carriers in developing pricing and benefit designs.
8. Company must consolidate and spreadsheet all bids from the market place.
9. Company will conduct annual surveys of the performance of insurance products and status to assure the products continue to be qualified under Section 125 and that carriers maintain proper ratings.
10. Company will report any recommendations concerning possible improvements or changes in approved products to administrators and staff.
11. Company will process and deliver all new and existing payroll deductions with the insurance companies for payroll deducted insurance products.
12. Company will provide Hays County Benefits Manager with a spreadsheet of deductions in a format compatible with the payroll software; New World Financial System, Version 6.1.
13. Company will act as the County's liaison for plan operations to assist with the resolution of employee and administrative problems as they arise.
14. Company will provide the County with all needed forms to facilitate plan operations and compliance.
15. Company will provide up to date information and ongoing education to County employees on the insurance products and how best to use the selected products. Company will make it a goal for every employee to understand and know how to utilize the benefits.
16. Company will assist in the processing of all claims and claims problems as needed.
17. Company will prepare and file tax information with the Internal Revenue Service.
18. Company shall be prepared to give a short presentation to the Insurance/Benefits Committee regarding the company and its services at a scheduled meeting. Date and time will be determined. Presentations will be limited to fifteen (15) minutes for each Section.
19. Will your company be able to do business with all the current supplemental insurance companies Hays County now has in place?
20. If Hays County would be required to change supplemental insurance products by doing business with your company, what would be the new products you are proposing? Supply the names, benefits, and rates of these products. Provide a sample "new hire" insurance packet with the rates included.

**Section B- Administration of the IRS Section 125 Cafeteria Plan, including Flexible Spending Accounts for Unreimbursed Medical and Dependent Day Care,**

1. Company must be licensed as a Third Party Administrator in the State of Texas and maintain a good relationship with Counties in the Texas.
2. Company will provide customer service representatives that are easily accessible.
3. Company will provide a toll-free telephone line and internet access for customer service.

4. A bilingual representative will be available during enrollment periods and as needed.
5. Company must keep the County informed of all changes in both the state and federal laws and regulations pertaining to Section 125, 457 Annuity, 403(b) Annuity to assure that the County and its plans remain in compliance.
6. Company will report any recommendations concerning possible improvements or changes in approved products to administrators and staff.
7. Company will process and deliver all new and existing payroll deductions with the insurance companies for payroll deducted insurance products.
8. Company will provide Hays County Benefits Manager with a spreadsheet of deductions in a format compatible with the payroll software; New World Financial System, Version 6.1.
9. Company will act as the County liaison for plan operations to assist with the resolution of employee and administrative problems as they arise.
10. Company will process all medical reimbursement and dependent care spending account claims and associated follow-up as needed.
11. Company will provide a monthly reconciliation of spending account contributions and disbursements.
12. Company will conduct Section 125 meetings and enrollments with all personnel on mutually agreed upon days to educate and inform, answer any questions, and give presentations on the plan, its benefits, and all supplemental products. Company will educate County employees on the concept of the Section 125 Cafeteria Plan and flexible spending accounts.
13. Company will provide the County with all needed forms to facilitate plan operations and compliance.
14. Company will provide up to date information and ongoing education to County employees on the insurance products and how best to use the selected products. Company will make it a goal for every employee to understand and know how to utilize the benefits.
15. Company will assist in the processing of all claims and claims problems as needed.
16. Company will prepare and file tax information with the Internal Revenue Service.
17. Company shall be prepared to give a short presentation to the Insurance/Benefits Committee regarding the company and its services at a scheduled meeting. Date and time to be determined. Presentations will be limited to fifteen (15) minutes for each Section.

#### **Section C- Third Party Administration for 457 Annuity Plans and 403 (b) Annuity Plans**

1. Company must be licensed as a Third Party Administrator in the State of Texas and maintain a good relationship with Counties in Texas.
2. Company will provide customer service representatives that are easily accessible.
3. Company will provide a toll-free telephone line and internet access for customer service.
4. A bilingual representative will be available during enrollment period and as needed.
5. Company must keep the County informed on all changes in both the state and federal laws and regulations pertaining to Section 125, 457 Annuity, 402 (b) Annuity to assure that the County and its plans remain in compliance.
6. Company will report any recommendations concerning possible improvements or changes in approved products to administrators and staff.
7. Company will process and deliver all new and existing payroll deductions with the insurance companies for payroll deducted insurance products.
8. Company will provide Hays County Benefits Manager with a spreadsheet of deductions in a format compatible with the payroll software; New World Financial System, 6.1 version.
9. Company will act as the County liaison for plan operations to assist with the resolution of employee and administrative problems as they arise.
10. Company will process all 457 Annuity and 403 (b) Annuity Payroll deductions and payments to vendors with associated follow-up as needed.
11. Company will provide a monthly reconciliation of contributions and disbursements.



12. Company will conduct 457 Annuity and 403 (b) Annuity meetings and enrollments with all personnel as needed on mutually agreed upon days to educate and inform, answer any questions, and give presentations on the plan, its benefits, and all supplemental products. Company will educate County employees on the concept of the 457 Annuity and 403(b) Annuity plans.
13. Company will provide the County with all needed forms to facilitate plan operations and compliance.
14. Company will provide up to date information and ongoing education to County employees on the insurance products and how best to use the selected products. Company will make it a goal for every employee to understand and know how to utilize the benefits.
15. Company will assist in the processing of all claims and claims problems as needed.
16. Company will prepare and file tax information with the Internal Revenue Service.
17. Company shall be prepared to give a short presentation to the Insurance/Benefits Committee regarding the company and its services at a scheduled meeting. Date and time to be determined. Presentations will be limited to fifteen (15) minutes for each Section.

**General Questionnaire:**

All responding companies must complete this questionnaire and enclose with returned proposal.

**General:**

1. Name, address, telephone number of home office and branch locations.
2. What year was your company established?
3. Have any employees of the firm or has the firm ever been named in a lawsuit dealing with the management of a section 125?
4. How many clients are currently served? Please provide the name of the largest group, the smallest group, and the number of employees covered.
5. List the office location to serve our account.
6. What is the size of your staff?
7. List staff experience for employees handling our account.
8. Include a resume of the contact agent responsible for our County.
9. Explain your relationship to insurance carriers and securities brokers.
10. Do you have any insurance companies with whom you must do business?
11. Do you provide sample plan documents and other legal forms? If yes, please list all costs. Enclose sample forms.
12. Will seminars or other employee trainings be held upon the request of the County?
13. Will your company provide enrollment material and enrollment professionals? At what cost? How are the enrollment professionals paid? Commission or salary?
14. Will any plan or supplemental product dropped by the County be under the "grandfather clause" for the employee who remains on the plan?
15. Will any new plan or supplemental product not be available to all employees with a true open enrollment time?
16. Do the supplemental insurance products that you handle provide internet access for the benefits manager or employees? If so, give examples of the product and potential use.
17. Please describe your administration services for flexible spending accounts. Include the location of claims department, frequency of claim reimbursement, turn around time for approved claims, direct pay or deposit options for participants, validation processes for claims, with debit card availability and cost.
18. How is the flexible spending account data conveyed to the participants and the benefits manager?
19. Do you have the capabilities for an online enrollment option? Please explain if it would be limited to certain products or enrollees.
20. Is your organization for profit or non-profit?
21. If you are a multiple site organization, how are your offices coordinated for sales and service? Are certain services delegated to specific offices or are all services available at any location?
22. Can you provide a designated services representative for Hays County?

23. Provide a schedule of fees. Are fees or services contingent upon the sale of any products in the County and the conditions under which the products would be sold?
24. Is there a fee structure available that incorporates various levels of participation?
25. Are you paid any commission from the vendors?
26. Briefly, explain the development of your organization and your business objectives. Please include a copy of all applicable license(s) in your proposal.
27. Please comment on any characteristics of your organization that are considered unique in the industry.
28. Provide the company name, address, telephone number, contact name, and email address of five of your clients. One reference must be a county of comparable size to Hays County.

**Excluded Parties;**

**Federal Debarred Vendors**

- No purchase utilizing Federal funds may be made from vendors that are currently included on the Federal Excluded Parties List.
- The following requirement shall be included in the Invitation to Bid or Request for Proposal documents if the expected purchase with Federal funds is anticipated to exceed \$100,000.

**Certification of Eligibility:** The provision applies if the anticipated contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this contract for default.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Vendor's Name \_\_\_\_\_

Signature of Company Official \_\_\_\_\_

Printed Name of Company Official \_\_\_\_\_

Date Signed \_\_\_\_\_

**Affidavit of Non-Collusion, Non-Conflict of Interest, Anti-Lobbying**

1. Neither the bidder nor any of bidder's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other bidder or potential bidder any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached bid or the bid of any bidder, and further states that no such money or other reward will be hereinafter paid.
2. No attempt has been or will be made by this company's officers, employees, or agents to lobby, directly or indirectly, the Hays County Commissioners Court between bid submission date and award by the Hays County Commissioners Court.
3. No officer or stockholder of the bidder is a member of the staff, or related to any employee of Hays County except as noted herein below:

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

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties are applicable to the bidder/proposer as well as to any person signing in his/her behalf.

Signature/Title \_\_\_\_\_

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

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

### **Bidder's Certification**

The undersigned, by his/her signature, represents that he/she is authorized to bind the proposer to fully comply with the terms and conditions of this Request for Proposal, including all forms and attachments included and/or referenced herein, for the amount(s) shown , if accepted within sixty (60) calendar days after proposal opening.

**Note: Proposer is strongly encouraged to read the entire solicitation prior to submitting. Failure to provide the above information in its entirety may be grounds for disqualification of response.**

**Firm Name:** \_\_\_\_\_

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

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

**State:** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Signature of person authorized to sign bid:**

\_\_\_\_\_

**Printed 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: Approve the May 2010 Treasurer's Report**

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

**PREFERRED MEETING DATE REQUESTED: 8/17/10**

**AMOUNT REQUIRED: N/A**

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

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

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

**SUMMARY:**

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

# HAYS COUNTY TREASURER'S REPORT

## FOR THE MONTH OF MAY 2010

### CHECKING

#### OPERATING FUNDS:

	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 109,321.54	\$ 158.55	\$ 1,980,775.90	\$ 2,942,000.00	\$ 4,673,493.17	\$ -	\$ 358,762.82	\$ 37,272,621.35	\$ 37,631,384.17
Road and Bridge General	\$ 24,572.85	\$ 19.84	\$ 385,097.24	\$ 272,960.00	\$ 657,216.34	\$ -	\$ 25,433.59	\$ 5,845,174.42	\$ 5,870,608.01
Medical and Dental Fund	\$ 2.26	\$ 0.74	\$ 993,104.71	\$ -	\$ 584,414.77	\$ 405,000.00	\$ 3,692.94	\$ 761,532.15	\$ 765,225.09
Sheriff's Drug Forfeiture	\$ 3,380.70	\$ -	\$ -	\$ -	\$ 872.97	\$ 2,506.73	\$ 1.00	\$ 65,736.12	\$ 65,737.12
District Attorney Drug Forfeiture	\$ -	\$ -	\$ -	\$ 3,508.36	\$ 3,507.36	\$ -	\$ 1.00	\$ 7,027.74	\$ 7,028.74
Hot Check Fee Fund	\$ 13,920.99	\$ -	\$ 1,024.94	\$ -	\$ 475.97	\$ -	\$ 14,469.96	\$ -	\$ 14,469.96
Health Services Grants	\$ 48,635.86	\$ 13.64	\$ 51,940.42	\$ -	\$ 100,575.28	\$ -	\$ 14.64	\$ 39.43	\$ 54.07
Family Health Services	\$ 649.00	\$ 2.96	\$ 366,872.62	\$ -	\$ 364,279.08	\$ -	\$ 3,245.50	\$ 420.80	\$ 3,666.30
Juvenile Detention Center	\$ 128,689.17	\$ 27.97	\$ 494,544.61	\$ 7,000.00	\$ 623,155.74	\$ -	\$ 7,106.01	\$ 6.03	\$ 7,112.04
Tobacco Settlement Fund	\$ 72,950.55	\$ -	\$ -	\$ -	\$ -	\$ 72,949.55	\$ 1.00	\$ 673,923.63	\$ 673,924.63
Historical Commission Trust Fund	\$ 1,319.00	\$ -	\$ 292.50	\$ -	\$ -	\$ -	\$ 1,611.50	\$ 21,688.80	\$ 23,300.30

#### CONSTRUCTION FUNDS:

Certificates of Obligation 1987	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Certificates of Obligation 2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,271.20	\$ 4,271.20
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 23,925.50	\$ 23,925.50	\$ -	\$ 1.00	\$ 1,955,184.19	\$ 1,955,185.19
Parks Bond 2008	\$ 1.00	\$ -	\$ 165.35	\$ 304,406.62	\$ 304,571.97	\$ -	\$ 1.00	\$ 4,700,938.00	\$ 4,700,939.00
Certificates of Obligation 2009	\$ 1.00	\$ 0.71	\$ -	\$ 173,651.42	\$ 173,651.42	\$ -	\$ 1.71	\$ 6,848,760.93	\$ 6,848,762.64
Road Construction Bond 2009	\$ 1.58	\$ 0.35	\$ -	\$ 281,554.07	\$ 281,554.65	\$ -	\$ 1.35	\$ 7,843,944.69	\$ 7,843,946.04
Pass Thru Revenue Bond 2009	\$ 19.04	\$ 2.18	\$ -	\$ 528,517.14	\$ 528,535.18	\$ -	\$ 3.18	\$ 31,029,125.73	\$ 31,029,128.91
Certificates of Obligation 2010	\$ -	\$ -	\$ -	\$ 623,459.79	\$ 623,458.79	\$ -	\$ 1.00	\$ 69,890,890.44	\$ 69,890,891.44
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 200,163.39	\$ -	\$ -	\$ -	\$ 38,100.00	\$ 162,063.39	\$ -	\$ 358,231.41	\$ 358,231.41
Cedar Oaks Mesa	\$ 59,891.00	\$ -	\$ 5,400.00	\$ -	\$ 5,400.00	\$ -	\$ 59,891.00	\$ -	\$ 59,891.00

#### INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 29,102.10	\$ 9.96	\$ 58,000.00	\$ -	\$ -	\$ 58,101.10	\$ 29,010.96	\$ 8,467,044.52	\$ 8,496,055.48
<b>GRAND TOTALS:</b>	\$ 692,622.04	\$ 236.90	\$ 4,337,218.29	\$ 5,160,982.90	\$ 8,987,188.19	\$ 700,620.77	\$ 503,251.17	\$ 175,746,561.58	\$ 176,249,812.75

Transfers Outstanding:

General Fund to Juvenile Center \$426,000.00  
General Fund to Cedar Oaks Mesa \$56,429.00

# Hays County Treasurer's Investment Report

For May 2010

PAGE 1

## SAGE CAPITAL BANK

Description	4/30/10 Balance	Interest	Deposits	Debits	5/31/10 Balance
All Funds (see Page 1)	\$ 682,622.04	236.90	9,498,201.19	9,687,808.96	503,251.17

## TEXPOOL

	0.1935%	NAV .99999			
Description	4/30/10 Balance	Interest	Deposits	Debits	5/31/10 Balance
General	\$ 18,374,292.14	2,837.37	378,960.15	2,942,000.00	15,814,089.66
Road and Bridge General	\$ 4,316,614.29	696.14	50,384.73	272,966.00	4,094,729.16
Medical and Dental Fund	\$ 355,075.64	69.40	405,000.00	-	760,145.04
Sheriff's Drug Forfeiture	\$ 63,218.94	10.45	2,506.73	-	65,736.12
D.A. Drug Forfeiture	\$ 10,472.27	1.44	-	3,508.36	6,965.35
Health Services Grants	\$ 2.91	-	-	-	2.91
Juvenile Center	\$ 7,005.06	0.97	-	7,000.00	6.03
Tobacco Settlement Fund	\$ 600,873.35	100.73	72,949.55	-	673,923.63
Historical Commission Trust	\$ 14,479.48	2.35	-	-	14,481.83
Certificates of Obligation '05	\$ 4,270.57	0.63	-	-	4,271.20
Road Construction 2006	\$ 1,978,785.12	324.57	-	23,925.50	1,955,184.19
Parks Bond 2008	\$ 2,001,043.86	316.76	-	304,406.62	1,696,954.00
Certificates of Obligation '09	\$ 3,016,467.85	480.66	-	173,651.42	2,843,297.09
Road Construction 2009	\$ 3,118,057.37	497.70	-	281,554.07	2,837,001.00
Pass Thru Revenue 2009	\$ 12,533,225.64	2,045.33	-	528,517.14	12,006,753.83
Certificates of Obligation '10	\$ 70,502,779.47	11,570.76	-	623,459.79	69,890,890.44
LCRA Service Fee Fund	\$ 196,131.40	36.62	162,063.39	-	358,231.41
Hays County I & S	\$ 6,148,165.05	1,019.19	137,244.95	-	6,286,429.19
All Funds	123,240,960.41	20,011.07	1,209,109.50	5,160,988.90	- 119,309,092.08

## ICT Funds Management

	0.0900%	NAV 1.00			
Description	4/30/10 Balance	Interest	Deposits	Debits	5/31/10 Balance
General	\$ 11,254,160.25	733.89	-	-	11,254,894.14
Parks Bond 2008	\$ 1,000,540.90	65.27	-	-	1,000,606.17
Certificates of Obligation '09	\$ 1,000,540.90	65.27	-	-	1,000,606.17
Road Construction 2009	\$ 1,000,540.90	65.27	-	-	1,000,606.17
Pass Thru Revenue 2009	\$ 8,004,327.02	521.97	-	-	8,004,848.99
All Funds	22,260,109.97	1,451.67	-	-	22,261,561.64

## CLASS - MBIA

0.2200%

NAV 1.00

PAGE 2

Description	4/30/10 Balance	Interest	Deposits	Debits	5/31/10 Balance
General	\$ 3,741,884.18	742.97	-	-	3,742,427.15
Parks Bond 2008	\$ 2,002,980.10	397.73	-	-	2,003,377.83
Certificates of Obligation '09	\$ 2,002,980.10	397.73	-	-	2,003,377.83
Road Construction 2009	\$ 2,002,980.10	397.73	-	-	2,003,377.83
Pass Thru Revenue 2009	\$ 6,008,940.01	1,193.22	-	-	6,010,133.23
All Funds	15,759,564.49	3,129.38	-	-	15,762,693.87

## LOGIC

0.2148%

NAV .999957

Description	4/30/10 Balance	Interest	Deposits	Debits	5/31/10 Balance
General	\$ 5,505,194.38	1,004.12	-	-	5,506,198.50
Road and Bridge General	\$ 1,750,126.05	319.21	-	-	1,750,445.26
Medical and Dental Fund	\$ 1,386.86	0.25	-	-	1,387.11
D.A. Drug Forfeiture	\$ 62.38	0.01	-	-	62.39
Health Services Grants	\$ 36.51	0.01	-	-	36.52
Family Health Services	\$ 420.72	0.08	-	-	420.80
Historical Commission Trust	\$ 7,205.66	1.31	-	-	7,206.97
Certificates of Obligation '09	\$ 1,001,297.21	182.63	-	-	1,001,479.84
Road Construction 2009	\$ 2,002,594.43	365.26	-	-	2,002,959.69
Pass Thru Revenue 2009	\$ 5,006,476.52	913.16	-	-	5,007,389.68
Hays County I & S	\$ 1,930,354.87	352.09	-	-	1,930,706.96
All Funds	17,205,155.59	3,138.13	-	-	17,208,293.72

## TREASURY BILLS AND NOTES

Description	Price	Yield	Maturity	Par Value	Balances 4/30/10 Book Value	Market Value	Purchases	Transactions Maturities	Par Value	Balances 5/31/10 Book Value	Market Value
912795US8	99.9747		.101 5/27/10	100,000.00	99,974.72	99,990.10		100,000.00		100,000.00	
912795US8	99.9684		.127% 05/3/10	200,000.00	99,974.72	99,990.10		100,000.00		100,000.00	
912795US22	99.9633		.145 07/22/10	200,000.00	199,936.81	199,974.12				199,936.81	199,996.00
912795US74	99.9621		Hays County I & S	250,000.00	249,908.37	249,910.66				249,908.37	249,924.52
912795US82	99.9583		.152 7/29/2010	500,000.00	499,810.42	499,810.42				499,810.42	499,876.86
			General	500,000.00	499,810.42	499,810.42				499,810.42	499,876.86
			General				100,000.00			100,000.00	99,962.50
TOTAL				1,050,000.00	1,049,630.32	1,049,685.30	100,000.00	100,000.00	1,050,000.00	1,049,613.89	1,049,779.98



## LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield	Maturity	Balances 4/30/10		Transactions		Balances 5/31/10	
				Par Value	Market Value	Purchases	Maturities	Par Value	Market Value
Security State Bank	General	2.72%	11/7/09	4,022.27	4,022.27			4,022.27	4,022.27
Security State Bank	General	3.06%	6/14/10	13,686.22	13,686.22			13,686.22	13,686.22
Security State Bank	General	3.14%	6/14/12	21,030.03	21,030.03			21,030.03	21,030.03
Security State Bank	General	2.94%	7/10/10	16,721.09	16,721.09			16,721.09	16,721.09
Security State Bank	General	2.99%	7/10/12	12,628.08	12,628.08			12,628.08	12,628.08
Security State Bank	General	2.56%	1/4/13	9,168.58	9,168.58			9,168.58	9,168.58
Security State Bank	General	2.99%	1/4/13	13,813.14	13,813.14			13,813.14	13,813.14
Security State Bank	General	2.99%	1/4/13	11,230.35	11,230.35			11,230.35	11,230.35
Security State Bank	General	2.98%	1/4/13	14,065.75	14,065.75			14,065.75	14,065.75
Franklin Bank	General	2.64%	8/8/12	30,888.19	30,888.19			30,888.19	30,888.19
Franklin Bank	General	1.91%	10/19/11	8,052.68	8,052.68			8,052.68	8,052.68
<b>TOTAL</b>				155,306.38	155,306.38			155,306.38	155,306.38

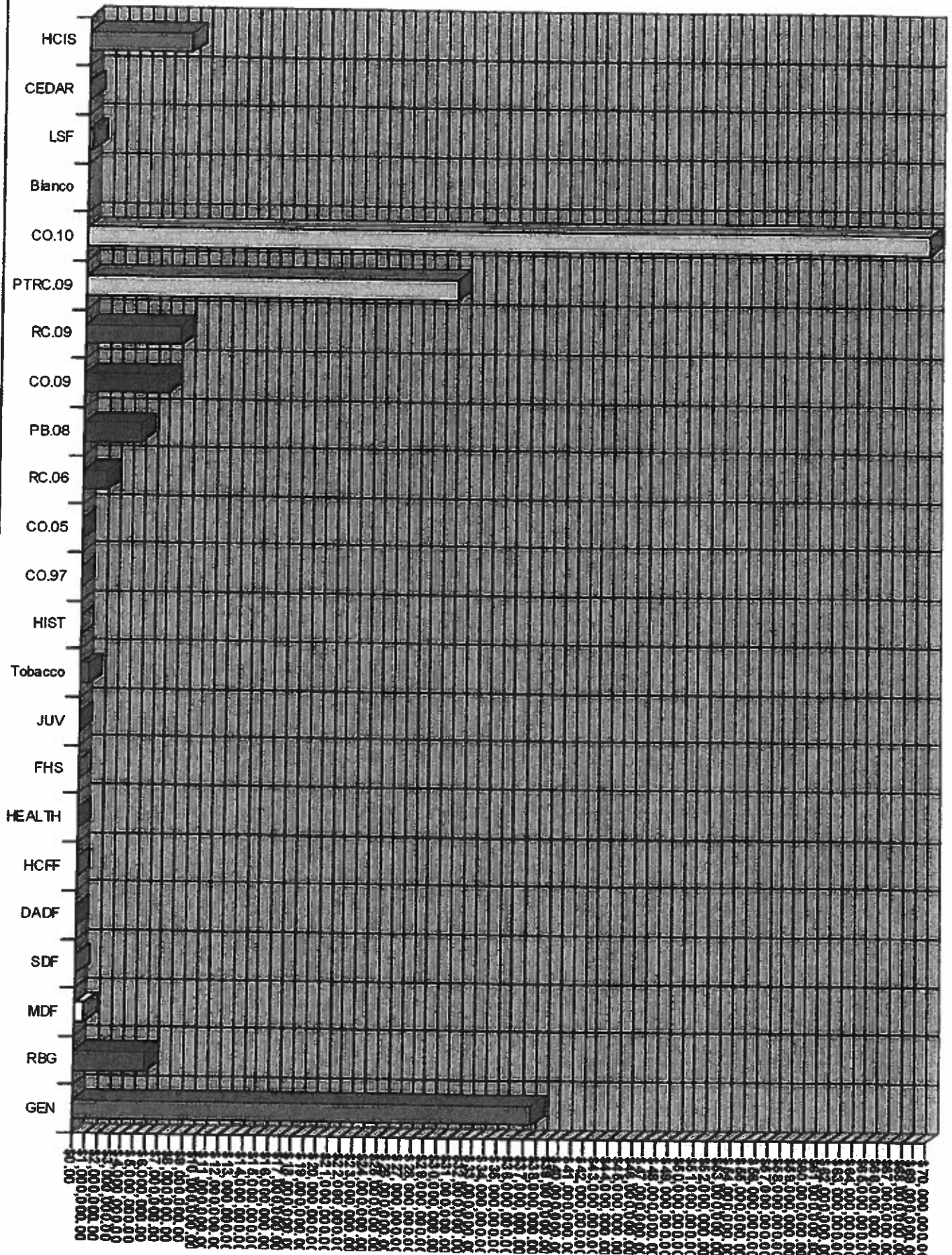
TOTAL Fund Balances 180,363,349.20

176,249,812.75

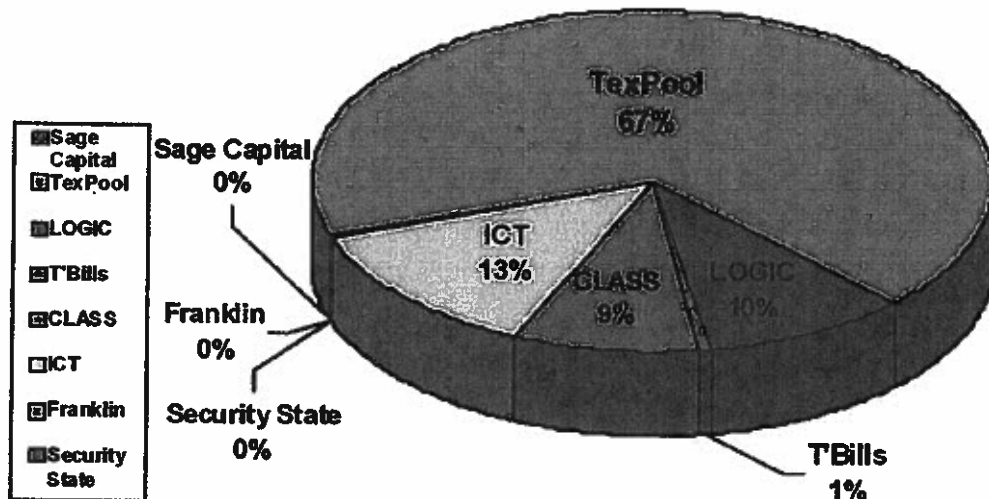
## BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING 0.152

# Fund balances for 5/31/10



# INVESTMENT ALLOCATION TOTALS MAY 2010



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

  
Bill Herzog, Hays County Auditor

  
Michele Tuttle, Hays County Treasurer

  
Britney Richey, Accountant, Hays County

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Ratify the execution of a Licensing Agreement with Microsoft for Enterprise – Volume Licensing by the County Judge.**

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

**PREFERRED MEETING DATE REQUESTED:** August 17, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY:**

## *Agenda Item Request Form*

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9:00 a.m. Every Tuesday

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

**AGENDA ITEM:**

Approve extension of the Public Health Emergency Response (PHER) contract between Texas Department of State Health Services (TDSHS) and the Personal Health Department for one additional month.

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

**PREFERRED MEETING DATE REQUESTED:** August 17, 2010

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Priscilla Hargraves

**SPONSORED BY:** Sumter

**SUMMARY:**

The current PHER contract ends July 31, 2010. This amendment extends the contract for one additional month through August 30, 2010. There is no additional funding.

DEPARTMENT OF STATE HEALTH SERVICES



Amendment  
To

The Department of State Health Services (DSHS) and **HAYS COUNTY HEALTH DEPARTMENT** (Contractor) agree to amend the Program Attachment # **001B** (Program Attachment) to **Contract # 2010-033279** (Contract) in accordance with this **Amendment No. 001C: Public Health Emergency Response – Focus Area 1**, effective **08/10/2010**.

This Amendment is necessary because: **To extend term through August 30, 2010 - per CDC no-cost extension and DPA approval on August 5, 2010.**

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Contractor

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

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

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

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

Bob Burnette, C.P.M., CTPM

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

Director, Client Services Contracting Unit

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

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

Address: \_\_\_\_\_

(512) 458-7470

\_\_\_\_\_  
Phone: \_\_\_\_\_

Bob.Burnette@dshs.state.tx.us

Email: \_\_\_\_\_

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756-3199

**CATEGORICAL BUDGET CHANGE REQUEST**

DSHS PROGRAM: Public Health Emergency Response – Focus Area 1

CONTRATOR: HAYS COUNTY HEALTH DEPARTMENT

CONTRACT NO: 2010-033279

CONTRACT TERM: 09/15/2009 THRU: 08/30/2010

BUDGET PERIOD: 09/15/2009 THRU: 08/30/2010

CHG: 001C

<b>DIRECT COST (OBJECT CLASS CATEGORIES)</b>			
	<b>Current Approved Budget (A)</b>	<b>Revised Budget (B)</b>	<b>Change Requested</b>
Personnel	\$354,800.00	\$354,800.00	\$0.00
Fringe Benefits	\$4,820.00	\$4,820.00	\$0.00
Travel	\$5,500.00	\$5,500.00	\$0.00
Equipment	\$19,752.00	\$19,752.00	\$0.00
Supplies	\$25,060.00	\$25,060.00	\$0.00
Contractual	\$7,003.00	\$7,003.00	\$0.00
Other	\$48,995.00	\$48,995.00	\$0.00
<b>Total Direct Charges</b>	<b>\$465,930.00</b>	<b>\$465,930.00</b>	<b>\$0.00</b>
<b>INDIRECT COST</b>			
Base (\$)	\$0.00	\$0.00	\$0.00
Rate (%)	0.00%	0.00%	0.00%
<b>Indirect Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>PROGRAM INCOME</b>			
Program Income	\$0.00	\$0.00	\$0.00
Other Match	\$0.00	\$0.00	\$0.00
<b>Income Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>LIMITS/RESTRICTIONS</b>			
Advance Limit	\$0.00	\$0.00	\$0.00
Restricted Budget	\$0.00	\$0.00	\$0.00
<b>SUMMARY</b>			
Cost Total	\$465,930.00	\$465,930.00	\$0.00
Performing Agency Share	\$0.00	\$0.00	\$0.00
Receiving Agency Share	\$465,930.00	\$465,930.00	\$0.00
<b>Total Reimbursements Limit</b>	<b>\$465,930.00</b>	<b>\$465,930.00</b>	<b>\$0.00</b>
<b>JUSTIFICATION</b>			
Amendment is to extend end term of contract to 08/30/2010. No change to categorical budget.			

Financial status reports are due: 12/30/2009, 03/30/2010, 06/30/2010, 10/29/2010

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

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** August 17, 2010

**AMOUNT REQUIRED:** \$125,642 (To be paid back by lot owners over a period TBD)

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

**REQUESTED BY:** BARTON

**SPONSORED BY:** BARTON

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



## *Agenda Item 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 reserve \$1.7 million of the remaining Park Bond funds for the development of Harrison Ranch Park in Dripping Springs, pending a presentation to and recommendations from the Hays County Parks and Open Space Advisory Board.**

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

**PREFERRED MEETING DATE REQUESTED: August 17, 2010**

**AMOUNT REQUIRED: \$1,700,000**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: Ford**

#### **SUMMARY:**

The City of Dripping Springs has requested the Commissioners Court to provide funding from the 2007 Park Bond for development of Harrison Ranch Park north of Dripping Springs on Ranch Road 12. An allocation of \$775,000 of the Park Bond fund was previously approved by Commissioners Court on December 11, 2007 for purchase of the park property.

Development at the park will include a hike/bike trail system, equestrian trail, a covered multi-use pavilion/arena, picnic areas, playground, horseshoe and washer pits, disc golf course, wildlife viewing/nature area, primitive camping, open play areas, access to Little Barton Creek, parking lots and other infrastructure. The project will accommodate large events in the 68-acre park area.

A Texas Parks and Wildlife grant has been received, in the amount of \$500,000.00, for park improvements, and there is an active fundraising campaign for the project committed to raise funds and accept in-kind donations in order to make a 1:1 match for grant amount. Total project cost is estimated at \$3.5 million.



## Harrison Ranch Park Project Description

*August 11, 2010*

### **1 GENERAL INFORMATION**

The project is sponsored by the City of Dripping Springs, located in Hays County. The name of the park is Harrison Ranch Park.

### **2 THE PROJECT AND ITS ELEMENTS**

#### **2.A OVERVIEW**

Harrison Ranch is conveniently located on the outskirts of the Dripping Springs City Limits, immersed in the Hill Country landscape in which the City was founded. The aim of the project is to preserve a legacy of the City's foundation in farming and ranching, enabling future generations to remain rooted to the Hill Country lands and ways of life.

The project has a funding plan that involves assistance from Hays County and a grant from the Texas Parks and Wildlife Department (TPWD) TRPA Outdoor Recreation program to turn it into a park.

Sources of Support for the proposed project, including total contributions committed to date:

- *\$775,000 from Hays County Parks Bond Issue (Land Acquisition)*
- *\$943,477 from City of Dripping Springs (Land Acquisition)*
- *\$500,000 from Texas Parks and Wildlife Department (Improvements)*
- *\$30,000 in-kinds donations from KBDJ, LP& Industrial Asphalt, Inc, Lone Star Paving, S & T Ranch Services, Southwest Custom Constructors-labor and materials for the new entrance*
- *\$25,000 committed Individual Donors*
- *\$11,000 from Wild West Fest Fund Raiser (Operations/Fundraisers)*
- *\$20,000 from HEB*
- *\$7,000 from Harrison Ranch Park Partners*

- \$5,000 from *Playday Buckle Series*
- \$5,000 from *Boot Scoot Ball*

Even while under development, the park has been utilized by City of Dripping Springs Parks and Recreation Summer Programs, the tremendously popular Wild West Festival, Future Farmers of America and Ag-Boosters events as well as other riding and equestrian competitions and playdays. From summer youth camps to adult wine tastings to community-wide events drawing thousands of tourists, Harrison Ranch Park has already benefitted more than 3,000 people in our area even before being fully developed.

## **2.B LAND ACQUISITION**

Harrison Ranch was a family-owned ranch in the Dripping Springs ETJ, just north of the City. It spans some 68 acres facing RR12, across from Dripping Springs Elementary School. The property is heavily wooded with a rolling landscape that has been carefully preserved by the Harrison family. A segment of Little Barton Creek runs through the property, supporting an abundance of native plants and wildlife.

When the property became available, the City approached Hays County for assistance in purchasing the property. The transaction costs totaled \$1,693,477. Soon the transaction was consummated with the County contributing \$775,000 and the City putting in the difference.

## **1.B FACILITIES**

The following is a list of recreational facilities to be constructed as part of the proposed project. These plans were adopted by the City of Dripping Springs City Council in January 2010.

Planned locations for facilities can be seen on the Site Plan.

### ***1 – Wildlife Viewing/Study Area***

Approximately 6 acres surrounding Little Barton Creek is being set aside for dedication as a wildlife preservation/conservation area. No development is planned for the area, other than the park trail which will run around the perimeter and some unobtrusive signage to aid in the recognition and appreciation of native plants and wildlife. Any intrusive nonnative species will be removed and replaced with native plants.

### ***2- Primitive Tent Campsites***

Adjacent to the dedicated open space but still in the natural area of the park is a location for primitive campsites. The area will be cleared and demarked for the purpose, but otherwise left undeveloped.

### ***3 – Trail***

The park trail encompasses the perimeter of the park and loops across it to reach the various recreation facilities. About one mile of the trail will be 6' wide and two miles of it will be 8' wide. The pedestrian trail surface will be crushed granite with the equine surface formed from the existing substrate.

Intended primarily for pedestrian traffic, the path will also support wheelchairs, and potentially bicycle traffic when horses are not next to the trail. Horse traffic will be contained alongside the pedestrian trail but not be sharing the same exact path as walkers, hikers and runners. The uses will be safely segregated with appropriate signage.

#### ***4- Disk Golf***

An 18-hole course for disk (Frisbee) golf will meander around the park, generally following the course of the trail. Regulation pole holes, tee signs, and tee pads will be constructed.

#### ***5- Picnic Areas***

The park will have two picnic areas, one near the pavilion and the other by the ranch house. A total of four tables and four waste disposal units will be provided. The table locations will be cleared and a base surface will be laid down.

#### ***6- Horseshoes and Washers***

Two regulation horseshoe courts and two regulation washer courts will be located near the first picnic area. Construction will include the stakes and goals, but users are expected to bring their own horseshoes and washers. Bench seating will be provided.

#### ***7- Playground***

Also near the picnic area, there will be a playground with modern equipment suited for younger children.

#### ***8- Open Play Area***

About an acre will be cleared for use as an open play area, suitable for flag football, kite flying, croquet, or other activities. The surface will be flattened and planted with native grass.

#### ***9- Pavilion***

Most of the construction budget will go to an open air covered pavilion suited for use with equestrian and multi-purpose events. The structure will be 450' x 200' x 24' and includes bleacher seating, concession area, and restroom facilities.

### **3 PROJECT JUSTIFICATIONS**

#### **3.A RECREATION NEEDS**

The City's current inventory of park amenities leaves several segments of the population with unmet needs and underserved. The existing parks are mainly aimed at team sports – youth leagues in particular – and lack a significant natural component. Furthermore, there is nothing for horse riders and nowhere for outdoor cultural events such as horse shows, rodeos, livestock contests, and/or concerts. The intense projected development within the city limits has created a deficit of open space that would

be needed for facilities such as disk golf, open play, primitive camping, or a wildlife viewing area with nature studies. All of which were recently reported by way of a community assessment and integrated into the Parks, Recreation and Open Space Department's master plan as of 2007 as high priority community wants and needs. The Harrison Ranch Park project was undertaken by the Parks Commission, City Council and Parks staff as a way to address these needs of the Dripping Springs of today and the Dripping Springs of tomorrow.

### **3.B ECONOMIC IMPACTS**

One goal of the project is to build up the reputation of Dripping Springs as a tourist destination and for Harrison Ranch Park to be one of the main attractions. Success here will extend the service area to include more of the region and beyond. The influx of tourist dollars is expected to help generate the revenues for the next round of park development, community services and programs.

### **3.C CONSERVATION**

For the park to truly fulfill its goal of preserving something of the City's roots in farming in ranching, it is essential for it to preserve the property in its natural condition as much as possible. The Harrisons were excellent stewards of the land and have done much to maintain much of it in its natural state. The rest has been developed in an environmentally responsible manner, as befitting the traditions of Hill Country ranching.

"Green" construction methods will be used wherever possible, including the selection of recycled and regional materials, diligent management of construction waste, and preservation of existing trees and foliage. A rainwater collection facility is also included in the construction plans.

### **3.D SERVICE AREA AND POPULATIONS**

As a community park, Harrison Ranch Park will serve all parts of the City of Dripping Springs. However, because the surrounding area lacks public facilities for horse riding, the park is also expected to draw users from all of Hays and surrounding counties. Likewise the open air pavilion will be able to host events of regional interest, further expanding the park's service base. Like all communities, Dripping Springs is sensitive to the special needs of certain segments of the community, as expressed in its Master Plan.

#### ***Low Income and Minority Residents***

As shown in the Master Plan, the population of Dripping Springs includes a number of minority and low-income residents. Minority residents are mainly Hispanics, many of them foreign-born.

Though the average income is above the State average, some 5% of Dripping Springs residents have incomes below poverty level. A key characteristic of this low-moderate segment is the lack of access to outdoor recreation facilities such as golf courses or riding clubs. This park, being within easy driving distance of the City, can address that need and help bind all segments of the community together.

### ***Elderly***

Dripping Springs has about the same proportion of elderly residents as the rest of the State, 11.4% in the last Census. The park plan aims to specifically address the needs of this segment by offering a range of low-impact, low-energy (aka "passive") recreation alternatives. These include the following:

Trail	Horseshoes pit
Picnic areas	Washers pit
Wildlife observation	Pavilion (community events)

### ***Youth at Risk***

Organized recreation programs have been shown to be an effective way to address Youth at Risk (YAR) problems. By providing healthy outlets for youthful energies and by bringing undisciplined kids into structured activities, the propensity for dropping out or criminal activity is reduced. The Parks Committee intends to work with YAR program sponsors to utilize the facilities provided by the new park. These include the following:

Pavilion (equestrian sports)	Trail (hiking/riding)
Disk golf	Primitive camping
Outreach and Programs	

### ***Young Children***

A segment not traditionally recognized as having special needs, but that in fact has some unique recreation requirements is the very young. For children between 2 and 6, safety and supervision are overriding concerns, as well as a need for appropriately sized equipment. These factors are being taken into account in the modern Playground.

### ***Disabled***

Texas requires plans for all new business construction or alterations over \$50,000 to be submitted to the Texas Department of Licensing and Regulation for review and inspection for conformance to the Texas Accessibility Standards (TAS). The Harrison Ranch Park project will employ a Registered Accessibility Specialist to insure compliance. Of course, it will not be possible for ever recreation facility to be usable by every person, but the plan aims to provide every accommodation possible for those with conditions that would otherwise limit their access. The trail will be wheelchair/scooter friendly with graded entry/exit ramps along its path. Likewise, provisions will be made for mobility-impaired access to the pavilion. All restrooms will meet ADA accessibility standards.

Facilities appropriate for the mobility impaired include the following:

Trail	Horseshoe pit
Open play area	Washer pit

## **Obese**

A population segment whose needs are being increasingly recognized is the obese. To some extent, obese people have accessibility needs similar to those of the disabled. Having a place to get needed exercise will be a major boon for the obese in Dripping Springs, but to help sustain commitment it is important that a variety of activities are made available including horseback riding, open play, disk golf and striding.

Though in principle all facilities area usable by obese individuals, ones that may fit best into a personal weight loss program include the following:

Trail	Pavilion (equestrian activities)
Disk golf	Open play area

### **3.E NEEDS AND PRIORITIES**

Weighing immediate and long-term needs, budget, and time constraints, the Commission distilled the inputs into the following set of priorities:

#### ***Highest Priorities***

1. Natural open space
2. Multi-use pavilion
3. Multi-use trails
4. Equestrian activities facility

#### ***Other Important priorities to be addressed when the opportunity arises***

5. Playground
6. Open play area
7. Disc golf
8. Horseshoe courts and washer courts

### **3 .F MAJOR ACHIEVEMENTS TO DATE**

- The City of Dripping Springs and the Harrison Ranch Park Steering Committee obtained a \$500,000 grant from the Texas Parks and Wildlife Department in 2009 to assist in improvements to Harrison Ranch Park.
- The City and the Steering Committee successfully committed time and resources to present the first annual Wild West Fest on October 24, 2009, to raise funds for the new amenities and to publicize the park. An estimated 1,500-2,000 people attended the one-day event that included a ranch rodeo, an equestrian playday, a chili cook-off, arts and crafts vendors, haunted house, pie contest, live music and a full BBQ dinner. A net amount of \$11,000 was earned from the fundraiser. The Wild West Fest will be held again on October 23, 2010.
- The City Parks, Recreation and Open Space Department successfully conducted Camp Lasso in 2009 at the Park. The day camp was attended by over 300 kids ranging in age

from 5 to 16 during the summer months of June, July and August. Back by popular demand, Camp LASSO returned for the 2010 summer season.

- The City's Parks, Recreation and Open Space Department held four Wine and Beer tasting events at Harrison Ranch Park in 2009, to bring more exposure to the Park and to provide area citizens with an enjoyable evening under Hill Country skies.
- The City and the Steering Committee have completed the conceptual plans and cost estimates for the new amenities. This endeavor encompassed more than nine months of studies and reviews with the help of RVI, the company hired for land and park planning. The Dripping Springs' City Council and the Parks and Recreation Commission approved the plans in January 2010.
- The City and the Steering Committee were successful in obtaining donations of materials and labor to construct a new entrance and service road to the Park prior to the Wild West Fest. The existing entrance was not sufficient for large horse trailers and other service vehicles.
- Playday Buckle Series Fundraiser-\$5,000
- Boot Scoot Ball Fundraiser-\$5,000
- Established Harrison Ranch Park Partner Fundraising Campaign-\$7,000 to date
- In conjunction with the grand opening of the new HEB store in Dripping Springs, HEB made a donation of \$20,000 to benefit improvements at Harrison Ranch Park. In addition, HEB is conducting a tear pad campaign to raise additional funds for improvements at Harrison Ranch Park.







Harrison Park Ranch  
RVI #293514  
Conceptual Master Plan - Conceptual Estimate of Probable Cost

June 1, 2010

**DRAFT**

Item	Description	Qty.	Price	Total	Grant Amt
1 Staging / Mobilization/Bonding/Insurance	silt fence, construction entrance, latrines, trailer, insurance, misc items	allow.	\$ 173,000.00	\$ 175,000.00	
	<b>Subtotal: Staging / Mobilization</b>			<b>\$ 175,000.00</b>	
2 Site Preparation					
• Mass grading/ site work		70,000	\$ 4.00 cy	\$ 280,000.00	
• Water quality		allow.	\$ 20,000.00	\$ 20,000.00	
• Site clearing		allow.	\$ 10,000.00	\$ 10,000.00	
• Tree pruning and clean up		allow.	\$ 10,000.00	\$ 10,000.00	
	<b>Subtotal: Site Preparation</b>			<b>\$ 320,000.00</b>	
3 Site Utilities					
• Water service			\$ 50,000.00	\$ 50,000.00	
• Electrical service, 3 phase & single phase			\$ 75,000.00	\$ 75,000.00	
• Septic System			\$ 150,000.00	\$ 150,000.00	
	<b>Subtotal: Site Utilities</b>			<b>\$ 275,000.00</b>	
4 Parking Lot and Entry Drive					
• Park Road - Asphalt with base		50,000	\$ 3.00 sf	\$ 150,000.00	
• Handicap parking spaces		1,300	\$ 3.00 sf	\$ 3,900.00	
• Parking Areas	caliche	75,600	\$ 1.00 sf	\$ 75,600.00	
• Signage	handicap parking & directional	allow.	\$ 2,500.00	\$ 2,500.00	
	<b>Subtotal: Parking Lot and Entry Drive</b>			<b>\$ 232,000.00</b>	
5 Site Lighting					
• Parking lot: single fixture, sharp cutoff	16' pole with foundation/conduit	6	\$ 2,500.00 ea	\$ 15,000.00	
	<b>Subtotal: Site Lighting</b>			<b>\$ 15,000.00</b>	
6 Covered Arena					
• Structure 450'x200'x24' eaves		allow.	\$ 500,000.00	\$ 500,000.00	
• Installation		allow.	\$ 150,000.00	\$ 150,000.00	
• Foundation	piers/concrete footing	allow.	\$ 125,000.00	\$ 125,000.00	
• Arena curb/ledge		740	\$ 15.00 lf	\$ 11,100.00	
• Arena sand	8" depth	1,000	\$ 25.00 cy	\$ 25,000.00	
• Concrete flat work		allow.	\$ 25,000.00	\$ 25,000.00	
• Bleachers		allow.	\$ 100,000.00	\$ 100,000.00	
• Lighting/ PA system		allow.	\$ 40,000.00	\$ 40,000.00	
• Rainwater harvesting system		allow.	\$ 60,000.00	\$ 60,000.00	
• Arena fencing/movable fencing/pen system		allow.	\$ 115,000.00	\$ 115,000.00	
• Restroom/ Concessions		allow.	\$ 250,000.00	\$ 250,000.00	
	<b>Subtotal: Covered Arena</b>			<b>\$ 1,400,100.00</b>	297,268.00
7 Stall Barn					
• Structure 80'x300'x10'		allow.	\$ 120,000.00	\$ 120,000.00	
• Installation/ Foundation		allow.	\$ 80,000.00	\$ 80,000.00	
• Washracks/ Misc. Concrete Paving		allow.	\$ 15,000.00	\$ 15,000.00	
• Plumbing/ Electric		allow.	\$ 30,000.00	\$ 30,000.00	
• Stall System	approx. 100 stalls	allow.	\$ 100,000.00	\$ 100,000.00	
	<b>Subtotal: Stall Barn</b>			<b>\$ 345,000.00</b>	
8 Trails					
• Primary Trail: decomposed granite, 8' width with thickened base		4,900	\$ 24.00 lf	\$ 117,600.00	
• Secondary Trail: equestrian trail, width varies		6,500	\$ 12.00 lf	\$ 78,000.00	
• Creek Crossings		4	\$ 4,000.00 ea	\$ 16,000.00	
	<b>Subtotal: Trails</b>			<b>\$ 211,600.00</b>	138,332.00

Harrison Park Ranch

RVI #293514

Conceptual Master Plan - Conceptual Estimate of Probable Cost

June 1, 2010

**DRAFT**

Item	Description	Qty.	Price	Total	Grant Amt
*9 Disc Golf					
• Clearing/ layout		allow.	\$ 3,000.00 ea	\$ 3,000.00	
• Baskets/ tees		allow.	\$ 9,000.00 ea	\$ 9,000.00	
			<b>Subtotal: Disc Golf</b>	<b>\$ 12,000.00</b>	<b>12,000.00</b>
*10 Primitive Camping/ Nature Viewing					
• Includes site prep/ clearing, markers, fire ring		allow.	\$ 1,000.00	\$ 1,000.00	
			<b>Subtotal: Primitive Camping/ Nature Viewing</b>	<b>\$ 1,000.00</b>	<b>600.00</b>
*11 Picnic Area					
• Tables		4	\$ 1,000.00 ea	\$ 4,000.00	
• Horseshoes & Washers		allow.	\$ 500.00	\$ 500.00	
• Benches		2	\$ 500.00 ea	\$ 1,000.00	
			<b>Subtotal: Picnic Area</b>	<b>\$ 5,500.00</b>	<b>2,800.00</b>
*12 Playscape					
		allow	\$ 50,000.00	\$ 50,000.00	
			<b>Subtotal: Playscape</b>	<b>\$ 50,000.00</b>	<b>50,000.00</b>
*13 Landscape					
• Trees		30	\$ 300.00 ea	\$ 9,000.00	
• Re-vegetation and irrigation		allow	\$ 25,000.00	\$ 25,000.00	
			<b>Subtotal: Landscape</b>	<b>\$ 34,000.00</b>	<b>1,000.00</b>
*14 Signage	Grant acknowledgment	allow	\$ 1,000.00	\$ 1,000.00	1,000.00
			<b>Project Subtotal</b>	<b>\$ 3,078,200.00</b>	
			<b>15% Contingency</b>	<b>\$ 461,730.00</b>	
			<b>Total</b>	<b>\$ 3,539,930.00</b>	<b>501,000.00</b>
15) Professional Fees					
Phase 1					
Schematic Design Services			\$	6,000.00	
Design Development Services			\$	7,500.00	
Construction Document Services			\$	19,500.00	
Regulatory Services			\$	5,000.00	
Bidding Services			\$	2,500.00	
Construction Phase Services			\$	10,000.00	
Total Phase 1			\$	50,500.00	
Phase 2					
Programming for Arena Services			\$	7,500.00	
Schematic Design Services			\$	22,500.00	
Design Development Services			\$	43,500.00	
Construction Document Services			\$	112,000.00	
Regulatory Services			\$	6,500.00	
Bidding Services			\$	6,500.00	
Construction Phase Services			\$	45,000.00	
Total Phase 2			\$	243,500.00	
			<b>Grand Total</b>	<b>\$ 3,833,930.00</b>	

\* Items Included in TPWD grant.

CITY OF DRIPPING SPRINGS

RESOLUTION NO. 2010-18

**A RESOLUTION OF THE CITY OF DRIPPING SPRINGS AUTHORIZING AND SUPPORTING AN APPLICATION FOR RECREATIONAL PROJECT FUNDING TO HAYS COUNTY FOR 2007 PARKS AND OPEN SPACE BOND FUNDS FOR THE HARRISON RANCH PARK PROJECT**

- WHEREAS,** the City of Dripping Springs (the "City") purchased Harrison Ranch Park (the "Park") for \$1.7 million with City funds and Hays County park bond funds;
- WHEREAS,** the Park's mission is to preserve a legacy of the Dripping Springs foundation in farming and ranching, enabling future generations to remain rooted in the Hill Country lands and ways of life;
- WHEREAS,** the Park will preserve and protect the community's heritage and history as a means of providing the community a solid foundation on which it can build and maintain its traditions, pride and spirit as a community;
- WHEREAS,** the City wishes to develop the Park to meet citizen needs as expressed in the City's Master Plan for Parks, Recreation, and Open Space (the "Plan");
- WHEREAS,** the City completed and adopted a Conceptual Plan and Cost Estimates for new amenities at the Park called the "Harrison Ranch Park Project" (the "Project");
- WHEREAS,** the estimated Project costs are \$3.5 million;
- WHEREAS,** the Project fulfills many of the needs of the Plan and provides a wide diversity of recreational facilities for all facets of the community, including natural open space, a multiuse covered pavilion with arena, multiuse trails, primitive camping, wildlife viewing, playscape, picnic area, disc golf, and horseshoe and washer courts;
- WHEREAS,** the Project creates new recreational opportunities in the area and an enormous potential for programming, including equestrian and agricultural events, exhibitions, festivals, trade shows, music events, corporate events, outdoor seminars/classes, weddings, parties, and meetings;
- WHEREAS,** these improvements and programming will have an enormous economic impact on the City and the County by generating new jobs and new tax dollars;

- WHEREAS,** the City is actively seeking and pursuing funding sources and in-kind and monetary donations to help pay for the Project;
- WHEREAS,** the City obtained a \$500,000 grant from the Texas Parks and Wildlife Department to build new amenities at the Park;
- WHEREAS,** the City has received numerous monetary and in-kind donations to help pay for the Project;
- WHEREAS,** the Commissioners Court of the County of Hays, Texas (the "County") will be accepting applications for Recreational Project Funding through the allocation of the remaining 2007 Parks and Open Space Bond Funds;
- WHEREAS,** Hays County Precinct 4 has received the least amount of the \$30 million in Parks and Open Space Bond funds set aside for recreational facilities;
- WHEREAS,** the Project includes many high priority facilities listed in the current Hays County Parks and Open Space Master Plan;
- WHEREAS,** a variety of users will be accommodated by the Project facilities;
- WHEREAS,** the Project will provide for environmentally responsible development; and
- WHEREAS,** with funding assistance the City will build a park of beauty and utility that reflects its roots, brings its residents together with much needed opportunities for recreation, and provides a legacy to future generations.

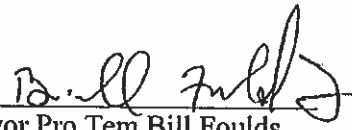
**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Dripping Springs:

1. The Council authorizes and supports an application for Recreational Project Funding to Hays County for 2007 Parks and Open Space Bond Funds for the Harrison Ranch Park Project.
2. The Council directs City Staff to facilitate the completion and submission of the application.
3. The Council requests that the County allocate the maximum amount possible of Parks and Open Space Bond Funds to the Harrison Ranch Park Project.
4. The Council requests that the County allocate an equitable amount of Parks and Open Space Bond Funds to Precinct 4 for the Harrison Ranch Park Project.
5. The meeting at which this Resolution was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open

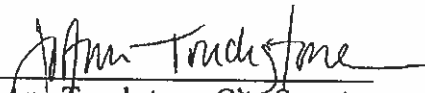
Meetings Act, Texas Government Code, Chapter 551.

**PASSED AND APPROVED** this, the 10<sup>th</sup> day of August 2010, by a vote of 4 (ayes) to 0 (nays) to 0 (abstentions) of the City Council of Dripping Springs, Texas.

**CITY OF DRIPPING SPRINGS**

by:   
Mayor Pro Tem Bill Foulds

**ATTEST:**

  
Jo Ann Touchstone, City Secretary

## *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 with possible action to adopt the Early Voting Schedule for the November 2, 2010, General Election.**

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

**PREFERRED MEETING DATE REQUESTED: 08-012-08**

**AMOUNT REQUIRED: Additional Funds should not be needed**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Joyce A. Cowan**

**SPONSORED BY: Sumter**

**SUMMARY:**

**Adoption of the November 2, 2010, General Election Early Voting Schedule (attached hereto).**

**MARK ONE UP  
FOR  
DEMOCRACY**



## **EARLY VOTING SCHEDULE**

**General Election  
City of San Marcos General Election  
Austin Community College Election  
November 2, 2010**



### **Location, Dates & Hours of Main Early Voting Polling Place**

**County Elections Administration Office  
401-C Broadway St.  
San Marcos, Texas 78666-7751**

**Oct. 18 through Oct. 22, 2010, 8:00 A.M. to 5:00 P.M.  
(Except weekends & legal holidays)  
Oct. 23, 2010 (Saturday), 10:00 A.M. to 4:00 P.M.  
Oct. 24, 2010 (Sunday), 1:00 P.M. to 5:00 P.M.  
Oct. 25 through Oct. 29, 2010, 7:00 A.M. to 7:00 P.M.**

## **October 2010**

<b>Monday – 18<sup>th</sup></b>	<b>Tuesday – 19<sup>th</sup></b>	<b>Wednesday – 20<sup>th</sup></b>
<b>Co. Elections Admin. Office</b> <b>401-C Broadway</b> <b>San Marcos, TX (8 am – 5 pm)</b>  <b>San Marcos City Library</b> <b>Large Meeting Room</b> <b>625 E. Hopkins</b> <b>San Marcos, TX (8 am – 5 pm)</b>  <b>Kyle City Hall</b> <b>100 W Center St.</b> <b>Kyle, TX (10 am – 8 pm)</b>  <b>Woodcreek City Hall</b> <b>41 Champion Circle</b> <b>Woodcreek, TX (10 am – 8 pm)</b>	<b>Co. Elections Admin. Office</b> <b>401-C Broadway</b> <b>San Marcos, TX (8 am – 5 pm)</b>  <b>San Marcos City Library</b> <b>Large Meeting Room</b> <b>625 E. Hopkins</b> <b>San Marcos, TX (8 am – 5 pm)</b>  <b>Dripping Springs ISD Office</b> <b>510 W Mercer St</b> <b>Dripping Springs, TX (10 am – 8 pm)</b>	<b>Co. Elections Admin. Office</b> <b>401-C Broadway</b> <b>San Marcos, TX (8 am – 5 pm)</b>  <b>San Marcos City Library</b> <b>Large Meeting Room</b> <b>625 E. Hopkins</b> <b>San Marcos, TX (8 am – 5 pm)</b>  <b>LBJ Student Center ??????</b> <b>700 Student Center Dr.</b> <b>San Marcos, TX (10 am – 7 pm)</b>

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## October 2010

Thursday – 21 <sup>st</sup>	Friday – 22 <sup>nd</sup>	Saturday – 23 <sup>rd</sup>
<p>Co. Elections Admin. Office 401-C Broadway San Marcos, TX (8 am – 5 pm)</p> <p>San Marcos City Library Large Meeting Room 625 E. Hopkins San Marcos, TX (8 am – 5 pm)</p> <p>LBJ Student Center ?????????? 700 Student Center Dr. San Marcos, TX (10 am – 7 pm)</p> <p>Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (10 am – 8 pm)</p> <p>Belterra Clubhouse 801 Belterra Dr. Dripping Springs, TX (10 am – 8 pm)</p>	<p>Co. Elections Admin. Office 401-C Broadway San Marcos, TX (8 am–5 pm)</p> <p>San Marcos City Library Large Meeting Room 625 E. Hopkins San Marcos, TX (8 am – 5 pm)</p> <p>Buda City Hall 121 N. Main St Buda, TX (10 am – 8 pm)</p> <p>Seton Medical Center Hays 6001 Kyle Parkway Kyle, TX 78640 (10 am – 8 pm)</p>	<p>Co. Elections Admin. Office 401-C Broadway San Marcos, TX (10 am – 4 pm)</p> <p>San Marcos City Library Large Meeting Room 625 E. Hopkins San Marcos, TX (10 am – 4 pm)</p> <p>Buda City Hall 121 N. Main St Buda, TX (10 am – 4 pm)</p> <p>Kyle City Hall 100 W Center Kyle, TX (10 am – 4 pm)</p> <p>Dripping Springs ISD Office 510 W Mercer St Dripping Springs, TX (10 am – 4 pm)</p> <p>Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (10 am – 4 pm)</p>
Sunday – 24 <sup>th</sup>	Monday – 25 <sup>th</sup>	Tuesday – 26 <sup>th</sup>
<p>Co. Elections Admin. Office 401-C Broadway San Marcos, TX (1 pm – 5 pm)</p> <p>San Marcos City Library Large Meeting Room 625 E. Hopkins San Marcos, TX (1 pm – 5 pm)</p>	<p>Co. Elections Admin. Office 401-C Broadway San Marcos, TX (7 am – 7 pm)</p> <p>San Marcos City Library Large Meeting Room 625 E. Hopkins San Marcos, TX (7 am – 7 pm)</p> <p>Kyle City Hall 100 W Center St Kyle, TX (10 am – 8 pm)</p> <p>Woodcreek City Hall 41 Champion Circle Woodcreek, TX (10 am – 8 pm)</p>	<p>Co. Elections Admin. Office 401-C Broadway San Marcos, TX (7 am – 7 pm)</p> <p>San Marcos City Library Large Meeting Room 625 E. Hopkins San Marcos, TX (7 am – 7 pm)</p> <p>Dripping Springs ISD Office 510 W Mercer St Dripping Springs, TX (10 am – 8 pm)</p>

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## October 2010

Wednesday – 27 <sup>th</sup>	Thursday – 28 <sup>th</sup>	Friday – 29 <sup>th</sup>
Co. Elections Admin. Office 401-C Broadway San Marcos, TX (7 am – 7 pm)	Co. Elections Admin. Office 401-C Broadway San Marcos, TX (7 am – 7 pm)	Co. Elections Admin. Office 401-C Broadway San Marcos, TX (7 am – 7 pm)
San Marcos City Library Large Meeting Room 625 E. Hopkins San Marcos, TX (7 am – 7 pm)	San Marcos City Library Large Meeting Room 625 E. Hopkins San Marcos, TX (7 am – 7 pm)	San Marcos City Library Large Meeting Room 625 E. Hopkins San Marcos, TX (7 am – 7 pm)
LBJ Student Center ?????? 700 Student Center Dr. San Marcos, TX (10 am – 7 pm)	LBJ Student Center ??????? 700 Student Center Dr. San Marcos, TX (10 am – 7 pm)	Buda City Hall 121 N. Main St Buda, TX (10 am – 8 pm)
Buda City Hall 121 N. Main St Buda, TX (10 am – 8 pm)	Wimberley Community Center 14068 Ranch Rd. 12 Wimberley, TX (10 am – 8 pm)	Seton Medical Center Hays 6001 Kyle Parkway Kyle, TX 78640 (10 am – 8 pm)
	Belterra Clubhouse 801 Belterra Dr. Dripping Springs, TX (10 am – 8 pm)	

Any voter who is entitled to vote an early ballot by personal appearance may do so at the Main Early Voting Site or any Temporary Branch site.

Address for Applications for Early Voting by Mail

Hays County Elections Administrator  
401 C Broadway St.  
San Marcos, Texas 78667-7751  
Attention: Early Voting Clerk

(End)

## *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 with possible action to appoint Election Judges and Alternate Judges for the period of August 1, 2010 through July 31, 2012.**

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

**PREFERRED MEETING DATE REQUESTED: 08-017-10**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Joyce A. Cowan**

**SPONSORED BY: Sumter**

**SUMMARY:**

Appointment of Election Judges and Alternate Election Judges for August 1, 2010 through July 31, 2012, as recommended by the Republican and Democratic Party Chairs.

## *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 with possible action to adopt the Election Day Polling sites for the November 2, 2010, General Election**

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

**PREFERRED MEETING DATE REQUESTED: August 17, 2010**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Joyce A. Cowan**

**SPONSORED BY: Sumter**

**SUMMARY:**

**Change in one site – Pct 335 voting at the Bowen Campus (changed from Chapel in the Hills)**

# *Hays County Polling Places*

**November 2, 2010**

**7 a.m. – 7 p.m.**

<b>PCT.</b>	<b>POLLING PLACE</b>	<b>ADDRESS</b>	<b>CITY</b>
110	Masonic Temple	3024 Hwy. 123	San Marcos
111	Dunbar Center	801 MLK Dr.	San Marcos
112	Guadalupe Hall	218 Roosevelt	San Marcos
113	Elections Office	401-C Broadway	San Marcos
114	Allenwood Homes Auditorium	1201 Thorpe Ln.	San Marcos
116	Hernandez Intermediate School	333 Stagecoach Trl.	San Marcos
120	San Marcos Housing, Residents Office	820 Sturgeon St.	San Marcos
127	Tobias Elementary School	1005 E. FM 150	Kyle
221	Performing Arts Center	979 Kohlers Crossing	Kyle
223	Kyle City Hall	100 W. Center	Kyle
224	Buda City Hall	121 N. Main Street	Buda
225	Hays High School	4800 Jack C. Hays Trl.	Buda
226	Hays Hills Baptist Church	1401 N. FM 1626	Buda
227	City of Kyle Fire Station #2	150 Bunton Rd.	Kyle
228	Tom Green Elementary School	1301 Old Goforth Rd.	Buda
229	County Line Water Supply	131 S. El Camino Real	Umland
230	Dahlstrom Middle School	3600 FM 967	Buda
234	Goforth Water Supply	8900 Niederwald Strasse	Niederwald
315	Doris Miller Jr. High School	301 Fox Tail	San Marcos
330	Lamar Central Office Annex	500 Hutchinson St.	San Marcos
331	Grace Bible Church	218 Country Estates Dr.	San Marcos
332	First Lutheran Church	130 W. Holland St.	San Marcos
333	Wimberley Community Center	14068 Ranch Rd 12	Wimberley
334	Old Fish Hatchery Bldg	201 C M Allen Parkway	San Marcos
335	Bowen Campus	14501 Ranch Rd 12	Wimberley
336	Merrill Gardens at San Marcos, Auxiliary Rm.	1720 Ranch Rd 12	San Marcos
337	St. Mary's Catholic Church	14711 Ranch Rd. 12	Wimberley
440	Henly Baptist Church	200 Henly Loop	Dripping Springs
441	Dripping Springs Church of Christ	470 Old Hwy 290 West	Dripping Springs
442	Driftwood Community Center	15100 W. FM 150	Driftwood
443	Belterra Clubhouse	801 Belterra Dr.	Austin
444	Sunset Canyon Baptist Church	4000 E. Hwy. 290	Dripping Springs
446	Travis Elementary School	1437 Old Post Road	San Marcos
447	South Hays County Fire Station	3300 Hilliard Road	San Marcos
448	Saint Stephen's Episcopal Church	6000-A FM 3237	Wimberley
449	DSISD Administration Office	510 W. Mercer St.	Dripping Springs

## ***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 immediate repairs and equipment replacement at the Law Enforcement Center.**

**TYPE OF ITEM: Discussion/Action**

**PREFERRED MEETING DATE REQUESTED: August 17, 2010**

**AMOUNT REQUIRED: \$2,000,000**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5741**

**REQUESTED BY: Ratliff/Conley**

**SPONSORED BY: Conley'**

#### **SUMMARY:**

**The Sheriff's Office requests that the Court authorize the immediate repair and replacement of failing systems at the Law Enforcement Center, as summarized in the Existing Facilities Assessment conducted by Broaddus & associates.**

#### **JUSTIFICATION:**

**Several of the original systems in the Jail have deteriorated, and they have been repaired multiple times over the life of the facility. The HVAC units on the roof, for example, have exceeded their useful life by approximately ten years. Replacing the most badly deteriorated systems in the Jail will improve safety and efficiency.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and Possible Action to approve immediate repairs and equipment replacement at the Law Enforcement Center.

**PREFERRED MEETING DATE REQUESTED:** August 17 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$2,000,000

**LINE ITEM NUMBER:**001-645-00.5741

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** We can pay for these costs from reserves and issue a reimbursement resolution and reimburse the county from a future debt issuance.

**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 approve expansion and renovations at the Law Enforcement Center and Public Safety Building.**

**TYPE OF ITEM: Discussion/Action**

**PREFERRED MEETING DATE REQUESTED: August 17, 2010**

**AMOUNT REQUIRED: \$33,000,000**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5741**

**REQUESTED BY: Ratliff/Conley**

**SPONSORED BY: Conley**

#### **SUMMARY:**

The Sheriff's Office requests that the Court authorize the expansion and renovation of the Law Enforcement Center and Public Safety Building as summarized in the Existing Facilities Assessment conducted by Broaddus & associates.

#### **JUSTIFICATION:**

The recently completed Criminal Justice System Assessment and Jail Population Study by MGT recommended additional inmate housing facilities. Broaddus & Associates has presented options for building core facilities to support the additional capacity, along with renovations to improve safety and efficiency in the Law Enforcement Center. In addition, Broaddus & Associates has assessed the Public Safety Building and has recommended expansion and renovations to house existing, immediate, and future needs for staff and programs. These improvements will increase operating efficiency in the Sheriff's Office and will result in increased safety in Hays County.



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and Possible Action to approve expansion and renovations at the Law Enforcement Center and Public Safety Building.

**PREFERRED MEETING DATE REQUESTED:** August 17, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$33,000,000

**LINE ITEM NUMBER:** Debt Issuance

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



## **Hays County Sheriff's Office Law Enforcement Center & Public Safety Building Expansion & Renovation Needs**

### **Jail**

#### **Repair/Replace failing systems:**

- Security
- Control
- Fire Alarm
- HVAC
- Smoke Evacuation
- Detention Lighting
- Structural Connections
- Waterproofing

#### **Increase Inmate Capacity:**

- Housing
- Classification
- Holding
- Separation

#### **Increase Infrastructure Capacity:**

- Electrical
- Plumbing / Drainage

#### **Increase Support Capacity:**

- Kitchen
- Laundry
- Infirmery

#### **Increase Process Capacity:**

- Intake
- Transport
- Release

#### **Comply with ADA requirements:**

- Infirmery
- Showers
- Public Facilities

#### **Increase Storage**

#### **Improve Energy efficiency**



## **Hays County Sheriff's Office Law Enforcement Center & Public Safety Building Expansion & Renovation Needs**

### **Public Safety Building**

#### **Meet Existing Needs:**

- 911 / Emergency Operations
- Dispatch
- Communications
- Training
- Patrol
- Investigation
- Evidence Storage
- Records Storage

#### **Increase Capacity for Planned Growth:**

- 911 / Emergency Operations
- Training
- Patrol
- Evidence Storage
- Records Storage
- Locker Facilities
- Lab Facility



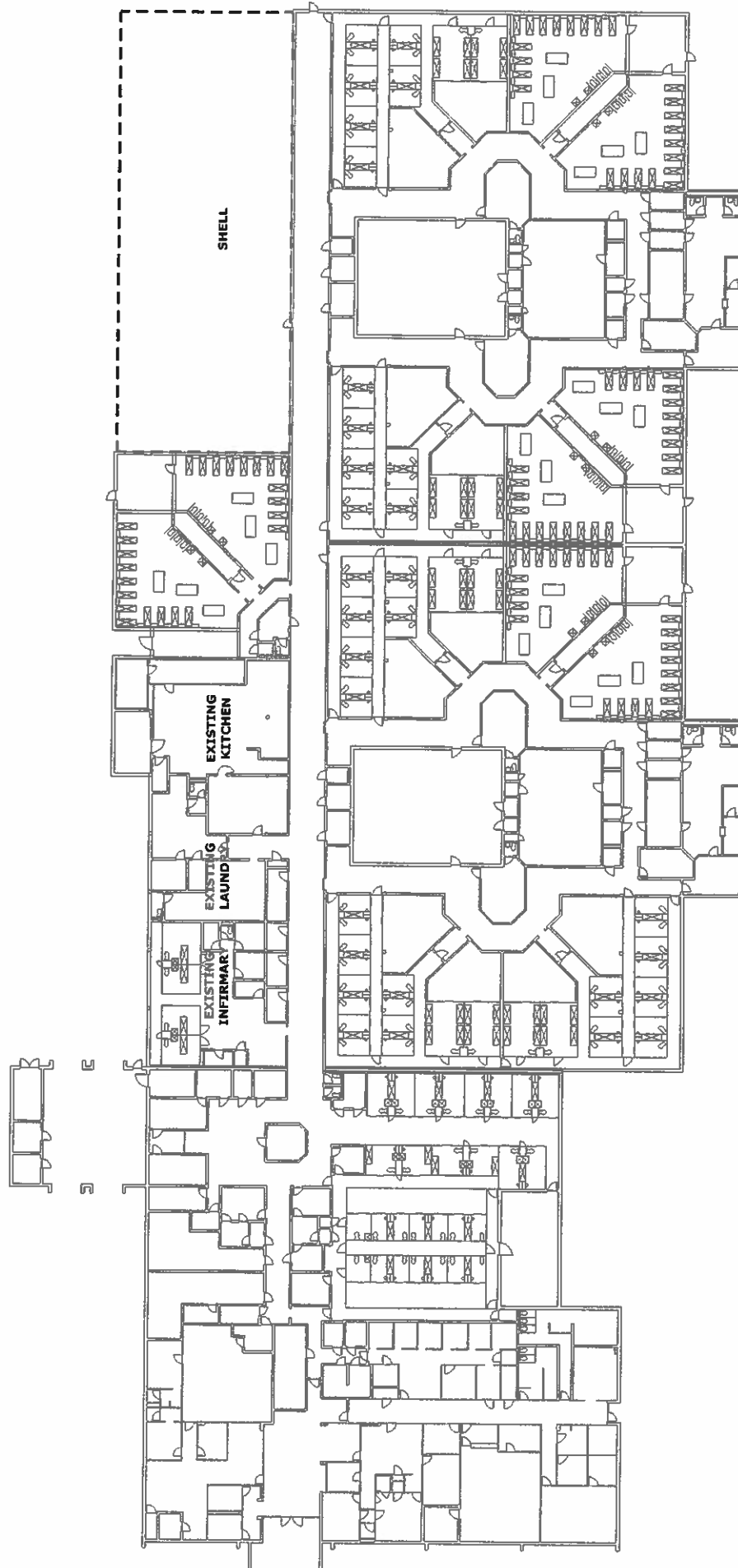
## **Hays County Sheriff's Office Law Enforcement Center Expansion & Renovation Build-Out Options**

### **Option 1: \$25.6 M**

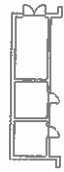
- 96-Bed Addition
- Build Out Core Services to Support Ultimate Inmate Population of 700
  - Electrical, Storage, Kitchen, Laundry
- Renovate Existing
  - Expanded Infirmary Moves to Current Kitchen & Laundry Areas
  - Intake/Release/Transportation Expands into Present Kitchen/Laundry Areas

### **Option 2:**

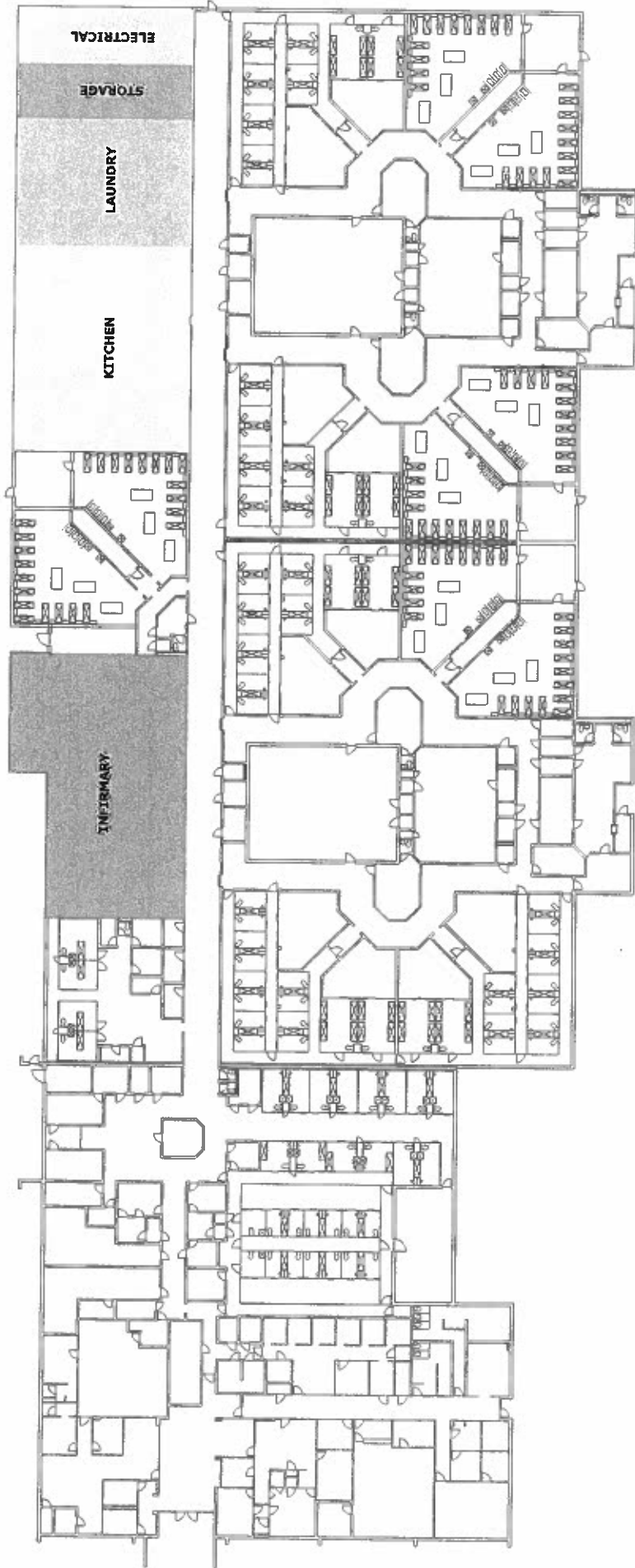
- 96-Bed Addition
- Build Out Core Services to Support Initial 96-Bed Addition
  - Electrical, Storage
- Kitchen Stays in Present Location; Upgrade Equipment for 96 Additional
- Shell Core Service Areas for Ultimate Inmate Population of 700
  - Kitchen, Laundry
- Renovate Existing
  - Intake/Release/Transportation Expands into Present Infirmary Area
- 2-A: \$24.5 M
  - Infirmary Relocates Temporarily to "Kitchen" Shell
  - Future Expansion
    - Kitchen Relocates to Shell Area
    - Infirmary Relocates to Present Kitchen/Laundry Area
- 2-B: \$24.6 M
  - Infirmary Relocates Permanently to "Kitchen" Shell
  - Future Expansion
    - Kitchen Expands into Present Laundry Area



**OPTION 1**



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**Hays County Sheriff's Office**  
**Combined Law Enforcement Center & Public Safety Building**  
**Expansion & Renovation Preliminary Budget Estimates**  
**Option 1: Core Build-Out for 700 Bed Maximum Future Capacity**

Description	Number	Unit	Unit Value	Cost	Note
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**Immediate Needs (Completed During Programming and Design of Main Jail & Public Safety Building)**

Replace Existing Security Cameras & Monitors	100	camera	4,600	\$	460,000	
Repair/Replace Fire Alarm System	1	allowance	500,000	\$	500,000	
Replace Existing HVAC Units	32	each	15,000	\$	480,000	
Re-wire Smoke Evacuation System	1	allowance	100,000	\$	100,000	
Provide ADA Compliant Toilet and Shower at Infirmary	1	allowance	25,000	\$	25,000	
Repair Structural Clips, Exterior	350	each	100	\$	35,000	
Patch Pre-Cast Panels at Clips	350	each	200	\$	70,000	
Clean & Re-caulk Pre-cast Panels	175	each	150	\$	27,000	
Upgrade Light Fixtures to Detention Grade	1	allowance	256,000	\$	256,000	Possible PCB abatement (\$26K)
Sub-Total				\$	1,950,000	Rounded

**Initial Phase Renovation & Expansion (Main Jail)**

96 Bed Housing Unit Addition - Multi Occupancy	96	bed	43,500	\$	4,176,000	
Site Work & Site Security (Exercise yard, emergency, Expanded parking and drives, site fencing, utilities, etc)	1	allowance	900,000	\$	900,000	
Emergency Exit Road to North (heavy-duty asphalt paved w/o curb)	1	allowance	115,000	\$	115,000	
Build out future Storage	1,250	sf	150	\$	188,000	
Build out future Electrical Room	1,000	sf	175	\$	175,000	
Build out Food Service Area	3,500	sf	175	\$	613,000	
Food Service Equipment	1	allowance	550,000	\$	550,000	
Build out Laundry	1,250	sf	150	\$	188,000	
Laundry Equipment	1	allowance	90,000	\$	90,000	
Sub-Total				\$	7,000,000	Rounded

**Final Phase Renovation & Expansion (Main Jail)**

Renovate Existing Cell block D	20,000	sf	75	\$	1,500,000	
Upgrade Doors, Locks, & Controls Cell Block D	1	allowance	1,000,000	\$	1,000,000	
Renovate Existing Cell block C	20,000	sf	75	\$	1,500,000	
Upgrade Doors, Locks, & Controls Cell Block C	1	allowance	1,000,000	\$	1,000,000	
Renovate Existing Cell block B	4,000	sf	75	\$	300,000	
Upgrade Doors, Locks, & Controls Cell Block B	1	allowance	250,000	\$	250,000	
Renovate Existing Cell block A	6,000	sf	75	\$	450,000	
Upgrade Doors, Locks, & Controls Cell Block A	1	allowance	500,000	\$	500,000	
Build out Infirmary, in vacated Kitchen & Laundry area	4,000	sf	175	\$	700,000	
Renovations for Sally Port, Intake/Holding	5,000	sf	175	\$	875,000	
Renovations for Transport/Release	2,500	sf	175	\$	438,000	
Upgrade Intercom System In Cell Blocks & Support Areas	1	allowance	\$ 203,000	\$	203,000	
Upgrade Generator	1	allowance	\$ 490,000	\$	490,000	
Build Video Visitation	2,500	sf	175	\$	438,000	
Renovate Public & Administrative Areas	11,000	sf	75	\$	825,000	Area A
Sub-Total				\$	10,470,000	Rounded

**Hays County Sheriff's Office**  
**Combined Law Enforcement Center & Public Safety Building**  
**Expansion & Renovation Preliminary Budget Estimates**  
**Option 1: Core Build-Out for 700 Bed Maximum Future Capacity**

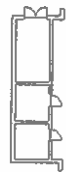
Description	Number	Unit	Unit Value	Cost	Note
<b>Public Safety Building Expansion</b>					
Building: 34,000 sq. ft. @ \$135				\$ 5,049,000	Inc. D/B fee, Insurance, Bonds
Utility Relocation Cost	1	allowance	75,000	\$ 75,000	
New Parking Lot (light-duty asphalt paved w/curb)	30	spaces	5,000	\$ 150,000	
Upgrade Generator	1	allowance	150,000	\$ 150,000	
Hazardous Materials Abatement	1	allowance	25,000	\$ 25,000	
Low Voltage and IT Cabling (3% of Construction Cost)	1	allowance	135,000	\$ 135,000	
Sub-Total				\$ 5,580,000	Rounded

<b>Soft Costs</b>					
Programming Fee				\$ 120,000	
A/E Fees & Reimbursables				\$ 2,000,000	
Commissioning Consultant				\$ 100,000	
Constructability Reviews				\$ 50,000	
Site Modeling & Rendering				\$ 20,000	
TDLR Accessibility Review				\$ 5,000	
Specialty Consultants (Communications, A/V, etc.)				\$ 50,000	
Interior Design & FF&E Selection				\$ 30,000	
Furnishings				\$ 200,000	
Program Contingency at 5%				\$ 1,431,000	
Other Work				\$ -	
Material Testing				\$ 85,000	
Testing & Balancing				\$ 65,000	
Other (Special Testing - waterproofing/storefront)				\$ 10,000	
Technology Expenses Upgrades				\$ 75,000	
Moving Expenses (Inc. in FF&E Budget)				\$ -	
Site Surveys				\$ 35,000	
Geotechnical Reports				\$ 25,000	
Printing Costs				\$ 15,000	
Permits, Tap Fees & Utility Costs				\$ 75,000	
Partnering				\$ 5,000	
Postage/Overnight Deliveries				\$ 3,000	
Signage & Graphics				\$ 35,000	
Special Events				\$ 5,000	
Financing & Bond Costs				\$ 600,000	
Project Contingency (4%)				\$ 1,210,000	
Sub-Total				\$ 6,250,000	Rounded
Project Manager's Fee				\$ 1,100,000	
Sub-Total				\$ 32,400,000	Rounded
Escalation (1 years inflation @ 2%)				\$ 650,000	
Estimated Project Total				\$ 33,100,000	GMP, Rounded

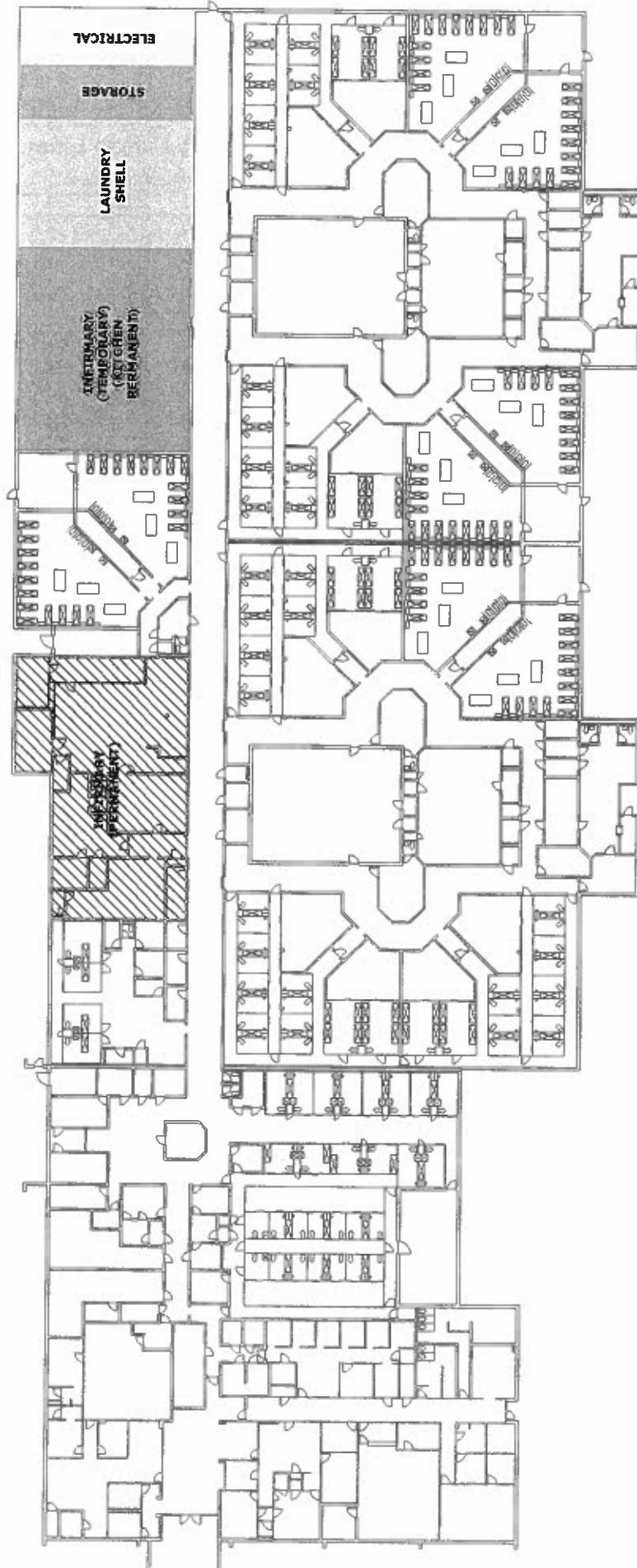
Subtotal Construction For Jail	\$ 19,400,000	
Subtotal Soft Costs for Jail	\$ 6,200,000	
Jail Total	\$ 25,600,000	Rounded
Subtotal Construction For Public Safety Building	\$ 5,600,000	
Subtotal Soft Costs for Public Safety Building	\$ 1,800,000	
Public Safety Bldg. Total	\$ 7,400,000	Rounded



**OPTION 2A**



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**Hays County Sheriff's Office**  
**Combined Law Enforcement Center & Public Safety Building**  
**Phased Expansion & Renovation Preliminary Budget Estimates**

**Option 2A: Phased Build-Out for 96 Bed Immediate Expansion**

Description	Number	Unit	Unit Value	Cost	Note
<b>Immediate Needs (Completed During Programming and Design of Main Jail &amp; Public Safety Building)</b>					
Replace Existing Security Cameras & Monitors	100	camera	4,600	\$ 460,000	
Repair/Replace Fire Alarm System	1	allowance	500,000	\$ 500,000	
Replace Existing HVAC Units	32	each	15,000	\$ 480,000	
Re-wire Smoke Evacuation System	1	allowance	100,000	\$ 100,000	
Provide ADA Compliant Toilet and Shower at Infirmary	1	allowance	25,000	\$ 25,000	
Repair Structural Clips, Exterior	350	each	100	\$ 35,000	
Patch Pre-Cast Panels at Clips	350	each	200	\$ 70,000	
Clean & Re-caulk Pre-cast Panels	175	each	150	\$ 27,000	
Upgrade Light Fixtures to Detention Grade	1	allowance	256,000	\$ 256,000	Possible PCB abatement (\$26K)
<b>Sub-Total</b>				<b>\$ 1,950,000</b>	<b>Rounded</b>

**Initial Phase Renovation & Expansion (Main Jail) w/  
Core Services for 96-Bed Addti**

96 Bed Housing Unit Addition - Multi Occupancy	96	bed	43,500	\$ 4,176,000	
Site Work & Site Security (Exercise yard, emergency. Exit road, expanded parking and drives, site fencing, utilities, etc)	1	allowance	1,000,000	\$ 1,000,000	
Emergency Exit Road to North (heavy-duty asphalt paved w/o curb)	1	allowance	115,000	\$ 115,000	
Build out Future Storage	1,250	sf	150	\$ 188,000	
Build out Future Electrical Room	1,000	sf	175	\$ 175,000	
Shell future Food Service Area	3,500	sf	125	\$ 438,000	
Food Service Equipment (at existing kitchen)	1	allowance	100,000	\$ 100,000	
Build out Temporary Infirmary (in "Kitchen" Shell)	4,000	sf	100	\$ 400,000	
Shell future Laundry	1,250	sf	125	\$ 157,000	
Laundry Equipment (at existing laundry)	1	allowance	50,000	\$ 50,000	
<b>Sub-Total</b>				<b>\$ 6,800,000</b>	<b>Rounded</b>

**Final Phase Renovation & Expansion (Main Jail)**

Renovate Existing Cell block D	20,000	sf	75	\$ 1,500,000	
Upgrade Doors, Locks, & Controls Cell Block D	1	allowance	1,000,000	\$ 1,000,000	
Renovate Existing Cell block C	20,000	sf	75	\$ 1,500,000	
Upgrade Doors, Locks, & Controls Cell Block C	1	allowance	1,000,000	\$ 1,000,000	
Renovate Existing Cell block B	4,000	sf	75	\$ 300,000	
Upgrade Doors, Locks, & Controls Cell Block B	1	allowance	250,000	\$ 250,000	
Renovate Existing Cell block A	6,000	sf	75	\$ 450,000	
Upgrade Doors, Locks, & Controls Cell Block A	1	allowance	500,000	\$ 500,000	
Renovations for Sally Port, Intake/Holding	2,500	sf	175	\$ 438,000	
Renovations for Transport/Release	5,000	sf	175	\$ 875,000	
Upgrade Intercom System In Cell Blocks & Support Areas	1	allowance	\$ 203,000	\$ 203,000	
Upgrade Generator	1	allowance	\$ 490,000	\$ 490,000	
Build Video Visitation	2,500	sf	175	\$ 438,000	
Renovate Public & Administrative Areas	11,000	sf	75	\$ 825,000	Area A
<b>Sub-Total</b>				<b>\$ 9,770,000</b>	<b>Rounded</b>

**Hays County Sheriff's Office**  
**Combined Law Enforcement Center & Public Safety Building**  
**Phased Expansion & Renovation Preliminary Budget Estimates**

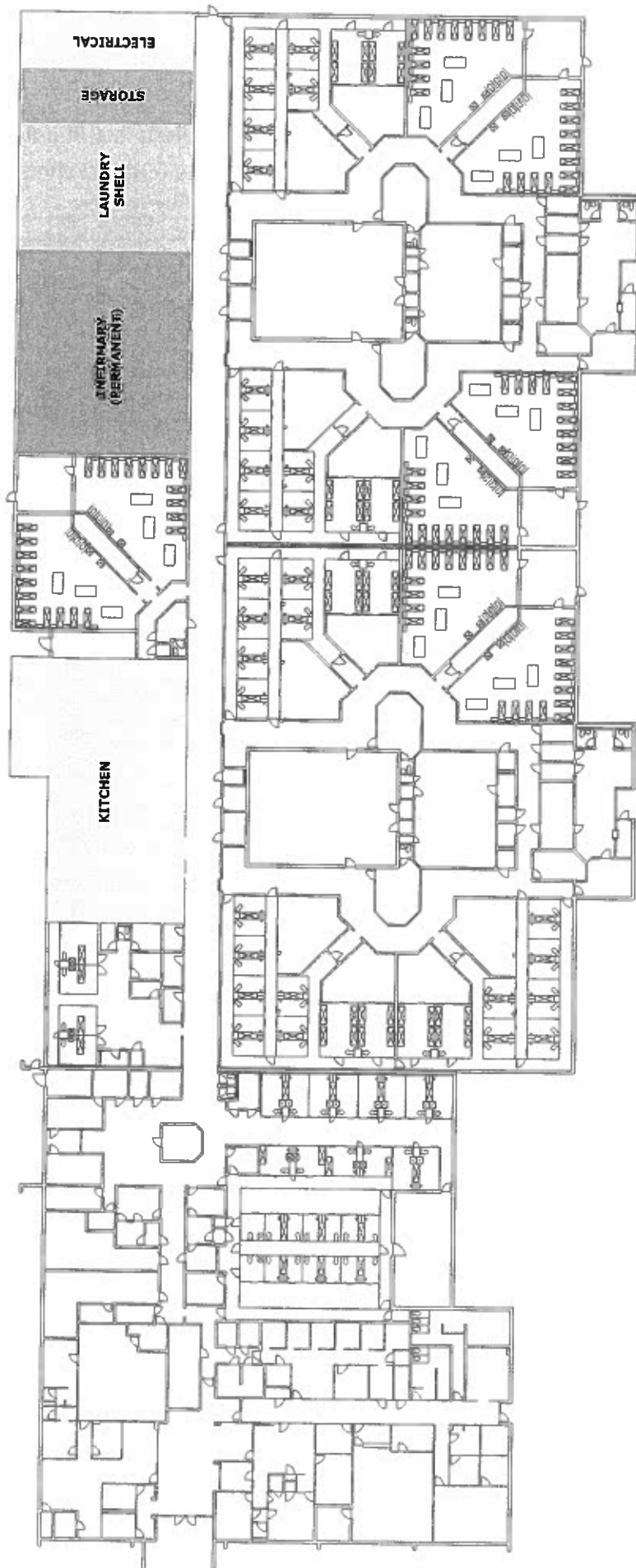
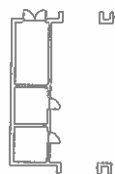
**Option 2A: Phased Build-Out for 96 Bed Immediate Expansion**

Description	Number	Unit	Unit Value	Cost	Note
<b>Public Safety Building Expansion</b>					
Building: 34,000 sq. ft. @ \$135				\$ 5,049,000	Inc. D/B fee, Insurance, Bonds
Utility Relocation Cost	1	allowance	75,000	\$ 75,000	
New Parking Lot (light-duty asphalt paved w/curb)	30	spaces	5,000	\$ 150,000	
Upgrade Generator	1	allowance	150,000	\$ 150,000	
Hazardous Materials Abatement	1	allowance	25,000	\$ 25,000	
Low Voltage and IT Cabling (3% of Construction Cost)	1	allowance	135,000	\$ 135,000	
<b>Sub-Total</b>				<b>\$ 5,580,000</b>	<b>Rounded</b>

<b>Soft Costs</b>					
Programming Fee				\$ 120,000	
A/E Fees & Reimbursables				\$ 1,930,000	
Commissioning Consultant				\$ 100,000	
Constructability Reviews				\$ 50,000	
Site Modeling & Rendering				\$ 20,000	
TDLR Accessibility Review				\$ 5,000	
Specialty Consultants (Communications, A/V, etc.)				\$ 50,000	
Interior Design & FF&E Selection				\$ 30,000	
Furnishings				\$ 200,000	
Program Contingency at 5%				\$ 1,382,000	
Other Work				\$ -	
Material Testing				\$ 85,000	
Testing & Balancing				\$ 65,000	
Other (Special Testing - waterproofing/storefront)				\$ 10,000	
Technology Expenses Upgrades				\$ 75,000	
Moving Expenses (Inc. in FF&E Budget)				\$ -	
Site Surveys				\$ 35,000	
Geotechnical Reports				\$ 25,000	
Printing Costs				\$ 15,000	
Permits, Tap Fees & Utility Costs				\$ 75,000	
Partnering				\$ 5,000	
Postage/Overnight Deliveries				\$ 3,000	
Signage & Graphics				\$ 35,000	
Special Events				\$ 5,000	
Financing & Bond Costs				\$ 600,000	
Project Contingency (4%)				\$ 1,170,000	
<b>Sub-Total</b>				<b>\$ 6,090,000</b>	<b>Rounded</b>
Project Manager's Fee				\$ 1,060,000	
<b>Sub-Total</b>				<b>\$ 31,300,000</b>	<b>Rounded</b>
Escalation (1 years inflation @ 2%)				\$ 630,000	
<b>Estimated Project Total</b>				<b>\$ 31,900,000</b>	<b>GMP, Rounded</b>

Subtotal Construction For Jail	\$ 18,500,000	
Subtotal Soft Costs for Jail	\$ 5,970,000	
<b>Jail Total</b>	<b>\$ 24,500,000</b>	<b>Rounded</b>
Subtotal Construction For Public Safety Building	\$ 5,600,000	
Subtotal Soft Costs for Public Safety Building	\$ 1,810,000	
<b>Public Safety Bldg. Total</b>	<b>\$ 7,400,000</b>	<b>Rounded</b>

**OPTION 2B**



**Hays County Sheriff's Office**  
**Combined Law Enforcement Center & Public Safety Building**  
**Phased Expansion & Renovation Preliminary Budget Estimates**

**Option 2B: Phased Build-Out for 96 Bed Immediate Expansion**

Description	Number	Unit	Unit Value	Cost	Note
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**Immediate Needs (Completed During Programming and Design of Main Jail & Public Safety Building)**

Replace Existing Security Cameras & Monitors	100	camera	4,600	\$	460,000	
Repair/Replace Fire Alarm System	1	allowance	500,000	\$	500,000	
Replace Existing HVAC Units	32	each	15,000	\$	480,000	
Re-wire Smoke Evacuation System	1	allowance	100,000	\$	100,000	
Provide ADA Compliant Toilet and Shower at Infirmary	1	allowance	25,000	\$	25,000	
Repair Structural Clips, Exterior	350	each	100	\$	35,000	
Patch Pre-Cast Panels at Clips	350	each	200	\$	70,000	
Clean & Re-caulk Pre-cast Panels	175	each	150	\$	27,000	
Upgrade Light Fixtures to Detention Grade	1	allowance	256,000	\$	256,000	Possible PCB abatement (\$26K)
<b>Sub-Total</b>				<b>\$</b>	<b>1,950,000</b>	<b>Rounded</b>

**Initial Phase Renovation & Expansion (Main Jail) w/ Core Services for 96-Bed Additi**

96 Bed Housing Unit Addition - Multi Occupancy	96	bed	43,500	\$	4,176,000	
Site Work & Site Security (Exercise yard, emergency. Exit road, expanded parking and drives, site fencing, utilities, etc)	1	allowance	1,000,000	\$	1,000,000	
Emergency Exit Road to North (heavy-duty asphalt paved w/o curb)	1	allowance	115,000	\$	115,000	
Build out Future Storage	1,250	sf	150	\$	188,000	
Build out Future Electrical Room	1,000	sf	175	\$	175,000	
Shell future Food Service Area	3,500	sf	125	\$	438,000	
Food Service Equipment (at existing kitchen)	1	allowance	100,000	\$	100,000	
Build Permanent Infirmary (in w/ kitchen shell)	3,500	sf	125	\$	438,000	
Shell future Laundry	1,250	sf	125	\$	157,000	
Laundry Equipment (at existing laundry)	1	allowance	50,000	\$	50,000	
<b>Sub-Total</b>				<b>\$</b>	<b>6,840,000</b>	<b>Rounded</b>

**Final Phase Renovation & Expansion (Main Jail)**

Renovate Existing Cell block D	20,000	sf	75	\$	1,500,000	
Upgrade Doors, Locks, & Controls Cell Block D	1	allowance	1,000,000	\$	1,000,000	
Renovate Existing Cell block C	20,000	sf	75	\$	1,500,000	
Upgrade Doors, Locks, & Controls Cell Block C	1	allowance	1,000,000	\$	1,000,000	
Renovate Existing Cell block B	4,000	sf	75	\$	300,000	
Upgrade Doors, Locks, & Controls Cell Block B	1	allowance	250,000	\$	250,000	
Renovate Existing Cell block A	6,000	sf	75	\$	450,000	
Upgrade Doors, Locks, & Controls Cell Block A	1	allowance	500,000	\$	500,000	
Renovations for Sally Port, Intake/Holding	2,500	sf	175	\$	438,000	
Renovations for Transport/Release	5,000	sf	175	\$	875,000	
Upgrade Intercom System In Cell Blocks & Support Areas	1	allowance	203,000	\$	203,000	
Upgrade Generator	1	allowance	490,000	\$	490,000	
Build Video Visitation	2,500	sf	175	\$	438,000	
Renovate Public & Administrative Areas	11,000	sf	75	\$	825,000	Area A
<b>Sub-Total</b>				<b>\$</b>	<b>9,770,000</b>	<b>Rounded</b>

**Hays County Sheriff's Office**  
**Combined Law Enforcement Center & Public Safety Building**  
**Phased Expansion & Renovation Preliminary Budget Estimates**

**Option 2B: Phased Build-Out for 96 Bed Immediate Expansion**

Description	Number	Unit	Unit Value	Cost	Note
<b>Public Safety Building Expansion</b>					
Building: 34,000 sq. ft. @ \$135				\$ 5,049,000	Inc. D/B fee, Insurance, Bonds
Utility Relocation Cost	1	allowance	75,000	\$ 75,000	
New Parking Lot (light-duty asphalt paved w/curb)	30	spaces	5,000	\$ 150,000	
Upgrade Generator	1	allowance	150,000	\$ 150,000	
Hazardous Materials Abatement	1	allowance	25,000	\$ 25,000	
Low Voltage and IT Cabling (3% of Construction Cost)	1	allowance	135,000	\$ 135,000	
<b>Sub-Total</b>				<b>\$ 5,580,000</b>	<b>Rounded</b>

<b>Soft Costs</b>					
Programming Fee				\$ 120,000	
A/E Fees & Reimbursables				\$ 1,930,000	
Commissioning Consultant				\$ 100,000	
Constructability Reviews				\$ 50,000	
Site Modeling & Rendering				\$ 20,000	
TDLR Accessibility Review				\$ 5,000	
Specialty Consultants (Communications, A/V, etc.)				\$ 50,000	
Interior Design & FF&E Selection				\$ 30,000	
Furnishings				\$ 200,000	
Program Contingency at 5%				\$ 1,384,000	
Other Work				\$ -	
Material Testing				\$ 85,000	
Testing & Balancing				\$ 65,000	
Other (Special Testing - waterproofing/storefront)				\$ 10,000	
Technology Expenses Upgrades				\$ 75,000	
Moving Expenses (Inc. in FF&E Budget)				\$ -	
Site Surveys				\$ 35,000	
Geotechnical Reports				\$ 25,000	
Printing Costs				\$ 15,000	
Permits, Tap Fees & Utility Costs				\$ 75,000	
Partnering				\$ 5,000	
Postage/Overnight Deliveries				\$ 3,000	
Signage & Graphics				\$ 35,000	
Special Events				\$ 5,000	
Financing & Bond Costs				\$ 600,000	
Project Contingency (4%)				\$ 1,170,000	
<b>Sub-Total</b>				<b>\$ 6,090,000</b>	<b>Rounded</b>
Project Manager's Fee				\$ 1,060,000	
<b>Sub-Total</b>				<b>\$ 31,300,000</b>	<b>Rounded</b>
Escalation (1 years inflation @ 2%)				\$ 630,000	
<b>Estimated Project Total</b>				<b>\$ 31,900,000</b>	<b>GMP, Rounded</b>

Subtotal Construction For Jail	\$ 18,600,000	
Subtotal Soft Costs for Jail	\$ 5,990,000	
<b>Jail Total</b>	<b>\$ 24,600,000</b>	<b>Rounded</b>
Subtotal Construction For Public Safety Building	\$ 5,600,000	
Subtotal Soft Costs for Public Safety Building	\$ 1,810,000	
<b>Public Safety Bldg. Total</b>	<b>\$ 7,400,000</b>	<b>Rounded</b>

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and possible action to amend the Road & Bridge budget for Cartegraph software and services.**

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

**PREFERRED MEETING DATE REQUESTED: 8-17-10**

**AMOUNT REQUIRED: \$5,274.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: \$5,274.00 to 020-710-00.5718 Software; \$5,274.00 from 020-710-00.5714 Heavy Equipment**

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Barton**

**SUMMARY: The Transportation Division utilizes Cartegraph software for tracking work orders. The bookkeeper uses Microsoft Access for tracking expenses. There is a need to combine all the information into one software system to streamline work activities for efficiency and accuracy. Cartegraph's proposed fees (page 7) are for services to convert the current database and implement an Accounts Payable module. This will greatly benefit the office staff in tracking expenditures for the Transportation Division.**

**Also, attached is a proposal to upgrade current Cartegraph licenses from five (5) to nine (9) seats. This will enable all office staff to use the software at the same time. The subscription plan is also an upgrade to use all sixteen (16) applications instead of only (four) 4 that are currently in use by the department. The cost of \$8,730.00 is budgeted in the FY 2011 budget request. This is a request for approval to implement the upgrade.**

# Cartegraph

3600 DIGITAL DRIVE | DUBUQUE, IA 52003

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To: Tim Vande Vorde  
Organization: Hays County  
From: Lucie Wells  
Date: August 6, 2010  
RE: Cartegraph Sales Proposal

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Attached, please find a proposal from your Sales representative at Cartegraph Systems, Inc. We are pleased with the prospect of serving you and hope this meets with your approval.

Should the products and/or services and the associated pricing terms be agreeable to you as stated, please sign in the area indicated and return all pages of the proposal to Cartegraph by one of the following means:

- By email – [administration@cartegraph.com](mailto:administration@cartegraph.com)
- By fax – (563)556-8149, Attn: Administration
- By mail – Cartegraph  
Attn: Administration  
3600 Digital Drive  
Dubuque, IA 52003

Please be aware that in order for Cartegraph to process an order, we must receive all of the following items:

- ✓ Fully-executed Cartegraph proposal returned in its entirety
- ✓ Approved Purchase Order from your organization

Should you have any questions about the contents of the proposal, please contact your Sales representative at (800) 688-2656.

Thank you!

800.688.2656 | 563.556.8120 | 563.556.8149(fax) | [www.cartograph.com](http://www.cartograph.com)





Cartegraph Systems, Inc.  
Software and Services Proposal C1008013  
Prepared for Hays County, TX

August 6, 2010

Cartegraph Systems, Inc. | 3600 Digital Drive | Dubuque, Iowa 52003  
800.688.2656 | 563.556.8120 | 563.556.8149 fax  
[www.cartegraph.com](http://www.cartegraph.com)

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## Software and Services Proposal

Cartegraph is pleased to present this proposal for the implementation of world class technology solutions in your organization. This Proposal is made and entered into between Hays County, hereinafter referred to as "**Customer**" or "**Licensee**," whose address is noted below, and Cartegraph Systems, Inc., 3600 Digital Drive, Dubuque, Iowa 52003, hereinafter referred to as "**Cartegraph**."

**Customer address:**

Hays County  
111 E. San Antonio St.  
San Marcos, TX 78666

**Licensee address:**

Same

## Scope of Project

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### Project Services

**Cartegraph** shall provide the following Project Services to implement and deploy the Software Products listed below. Cartegraph Services staff will contact the designated **Customer** project administrator to develop an agenda for the best use of the service hours/days.

*VERSAtools*

**Cartegraph** shall be responsible for the timely performance of all Project Services and warrants that all services provided to **Customer** pursuant to this Proposal shall be of good and workmanlike quality and will meet or exceed standards of similar services within the industry. **Cartegraph** makes no further warranty, representation or promise not expressly set forth in this Proposal.

### Implementation Services

The Implementation Services as listed in the *Investment Summary* are **Cartegraph**'s not-to-exceed estimates based on projects of similar size and scope and on **Customer**'s assumption of designated responsibilities. The quantities of service hours and/or service days may be used within the following service categories as described to best meet **Customer**'s objectives.

1. **Project Planning:** **Cartegraph** will provide guidance and planning for the project, as well as the management, administrative support, and coordination of **Cartegraph** resources, staff, and activities for the duration of the project. **Cartegraph** will attend status meetings and employ ongoing Project Management techniques and communications to ensure **Cartegraph** products and services are delivered in agreed upon timeframes.
2. **Consultation Services:** **Cartegraph** may provide, at mutually agreeable times to **Customer**, consultation to aid **Customer** with the **Cartegraph** applications and their data and deployment requirements. A **Cartegraph** Consultant will provide assistance to **Customer** utilizing **Customer** forms, filters, reports, and database and, as appropriate, the **Cartegraph** training database, "Carteville," as a method to reinforce **Cartegraph** functionality as it relates to **Customer**'s daily activities and processes. **Customer** will provide any client equipment required for the consultation, as necessary
3. **End-User and/or Train-the-Trainer Education:** **Cartegraph** may provide training, at mutually agreeable times, to occur both on the **Cartegraph** training database, "Carteville," and **Customer**'s database utilizing any customized forms, filters, and reports as mutually determined. **Cartegraph** will provide all instructors and all appropriate course materials and instructor visuals. **Customer** and **Cartegraph** will discuss and agree as to who shall provide facilities and any equipment required for the training, including server and client computers as necessary. These services are more particularly described as:
  - a. **Customer** will approve custom training agendas prior to training delivery. **Cartegraph** agrees to consult with **Customer** prior to developing the training agenda.
  - b. **Customer** will advise **Cartegraph** as to the number of expected attendees for any particular class.

## Technical Services

1. **Data Services:** Cartegraph will provide conversion services and assistance in moving Customer's current information into the corresponding and appropriate Cartegraph database tables in a Test environment as further defined in *Exhibit A – Data Services*. This process may require the normalization (standardization) of data, which is the responsibility of Customer, but will be guided by Cartegraph Consultants to help ensure the successful completion of the normalization. Customer will be granted thirty days upon receipt and load of the converted data in which to review the data. If, within the thirty days, any discrepancies are found between the agreed-upon conversion specifications to be mutually developed and the actual data delivered, Cartegraph will correct the data at no additional charge.

Upon direction from Customer, Cartegraph will then provide conversion services to move Customer's current information into the Cartegraph database tables into Customer's Production environment.

2. **Modification Services:** Cartegraph will construct modifications to the Software Products as defined in the enclosed design in *Exhibit B – Modifications*, which Customer approves through acceptance of this Proposal. These Modifications include:

### Description

VERSAtools Modification Services

### Document Tracking ID

Q-01124-PLC8

## Support Services

1. **Modification Support Service:** These services apply to the Modifications described in *Exhibit A – Modifications*. During the term of this Proposal, Cartegraph will provide the following services as part of this Proposal.
  - a. **Modification Upgrade Support:** Cartegraph will document and track modification(s) providing customer written upgrade instructions and assistance to ensure the modification(s) persist to future releases of the Cartegraph application.
  - b. **Modification Technical Support:** Customer will receive ongoing support for the latest Major Release and one Major Release prior as applicable to Customer's specific version of the Cartegraph application software that is modified and for the same database in which the Custom Modifications are deployed.

## Customer Responsibilities

Customer accepts responsibility for all aspects of project planning, management and execution not specifically described under Scope of Project. Ongoing management of the day-to-day allocation of Customer resources, and management of Customer project tasks is the responsibility of Customer. Customer will provide overall guidance and direction for the project and will direct the project accordingly. Further, and with regard to the Cartegraph obligations listed under the *Scope of Project* section, Customer understands that it is vital to the success of the project that Customer provides assistance in the following matters:

1. For those services listed under *Project Services*, Cartegraph personnel will conduct information gathering and evaluation sessions with various Customer users and management. While Cartegraph respects the time and workload of Customer staff, dedicated time on the part of the appropriate Customer resources is necessary to complete these exercises.
2. The installation process requires the periodic assistance of Customer personnel and suitable access to hardware and systems (e.g., security clearance). Customer is encouraged to supervise the installation process while systems are accessible to Cartegraph. It is assumed all hardware, both Personal Computers and Network and Database servers, will be installed and operating in a manner that delivery and execution of Cartegraph Project Services will not be impeded.
3. Customer understands that the successful performance of Project Services depends upon Customer fulfilling its responsibilities. The Project assumes that Customer will provide all personnel required to achieve a successful implementation.

4. **Customer** shall install and network its own hardware and communications and this will not affect the timing or the delivery of **Cartegraph** services.
5. **Customer** will provide Internet access and IT staff support as required. For those services that are web-based, **Cartegraph** utilizes Microsoft LiveMeeting. For more information regarding LiveMeeting, please visit: <http://www.microsoft.com/uc/livemeeting/>
6. **Customer** shall ensure that their workstation platform and database meet **Cartegraph** system requirements. **Cartegraph** software is currently supported within the following:
  - a. WORKSTATION PLATFORM: Windows 2000 edition, XP Professional, Vista Business Ultimate. Supported operating systems will be listed on Cartegraph's web site. (<http://www.cartegraph.com>)
  - b. DATABASE: Access, SQL 2000, SQL 2005 (Express, Workgroup, Standard, and Enterprise), Oracle 9.i, Oracle 10.g.

**Cartegraph** software will be supported within new versions of these workstation platforms and databases within a reasonable period of time from their release from their manufacturer. **Cartegraph** will discontinue support of its software within older versions of these workstation platforms and databases as their support is discontinued by their manufacturers.

7. **Customer** agrees to work with **Cartegraph** to schedule Project Services in a timely manner. All undelivered Project Services shall expire 365 days from the signing of this Proposal.

## Investment Summary

**Cartegraph's** proposed fees for this project are included in the summary below.

**Date:** August 6, 2010

**Expiration Date:** November 4, 2010

**Contract No.:** C1008013

	Purchase Type	Qty.	List Price Total	Discounted Price Total
<b>PROJECT SERVICES</b>				
<b>Implementation Services</b>				
Other Implementation Services – Remote	Service Hours	16	\$2,400.00	<b>\$1,800.00</b>
<b>Technical Services</b>				
Data Services - # Q-01127-04H8	Fixed Fee Service	1	\$1,500.00	<b>\$1,125.00</b>
Modification Services - # Q-01124-PLC8	Fixed Fee Service	1	\$3,132.00	<b>\$2,349.00</b>
<b>SUPPORT SERVICES</b>				
Modification Support Service	Fixed Fee Service	1	Included	<b>Included</b>
<b>TOTAL PROJECT COST</b>			\$7,032.00	<b>\$5,274.00</b>

**Please note:** This is a not-to-exceed proposal. **Cartegraph** will not exceed the total included in this Proposal without written approval from **Customer**. In the event it becomes apparent to **Cartegraph** that additional service efforts will be needed due to any changes in the scope of this proposal, **Cartegraph** will notify **Customer** prior to exceeding the approved efforts and obtain written approval if additional software or services are required.

**Cartegraph** can also provide additional implementation and technical services as may be requested by **Customer**, including:

- Project Deployment Plan
- Installation Services
- Mobile Applications Implementation Services
- Geodatabase Consultation
- Data Conversion Services
- Modification Services
- Database Security Services

Additional Services are available to **Customer** at the rate of \$150 per hour for remote services and \$1,450 per day for onsite services (2-day minimum required) plus travel expenses.

## Software Subscription, Maintenance and Support Services Terms/Renewal

The initial term of Subscription, Maintenance or Support Services, if included, will commence upon execution of this proposal and will continue for a period of one (1) calendar year from the date of the execution of this proposal.

Each subsequent term will commence upon completion of the prior term and will continue for a period of one (1) calendar year there from. **Customer** may terminate their Subscription, Maintenance or Service Support, if applicable, at the end of the Initial Term or any subsequent Renewal Term by notifying **Cartegraph** in writing of their intention to do so at least 60 days prior to the applicable End Date for that term.

Software licensed under a subscription is governed by a license manager and must be renewed prior to the expiration date of the term in order to keep the software active.

1. Future years' annual Modification Support Service fees for this Proposal are estimated to be \$549.00.

## Payment Terms and Conditions

In consideration for the Services and Products provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Proposal. Project Services will be scheduled and delivered upon your acceptance of this Proposal, which will be considered as your notification to proceed.
2. **Invoicing:** Invoicing for any given Software Products shall occur upon delivery. Invoicing occurs monthly for Project Services as they are incurred on the project. Partial billings on fixed fee costs will be invoiced monthly as incurred.
3. **Expenses:** In providing the services included in this Proposal, **Cartegraph** shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
4. **Payment Terms:** All payments are due Net 30 days from date of invoice.

## General Terms

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This Proposal takes precedence over all attachments in the event of conflicting terms and conditions.

The terms and conditions of any and all Exhibits and Attachments to this Proposal are incorporated herein by this reference and shall constitute part of this Proposal as if fully set forth herein. Article and Section headings used herein are for reference purposes only and shall not be deemed a part of this Proposal. This Proposal, together with all Exhibits and Attachments hereto, constitute the entire agreement between the parties and supersedes all previous Proposals including promises and representations, whether written or oral, between the parties with respect to the subject matter hereof.

- 1) **Limitation Of Liability:** Except for damages resulting from bodily injury or patent or copyright infringement, each party's total liability to the other for damages under this Proposal shall not exceed the total amount of this Proposal. No action, regardless of form, arising out of this Proposal may be brought by either party more than one year after the cause of the action has occurred, except that an action for non-payment may be brought at any time.
- 2) **Disclaimer of Warranties:** **Cartegraph** makes no warranty, representation or promise not expressly set forth in this Proposal. **Cartegraph** disclaims and excludes any and all implied warranties of merchantability, fitness for a particular purpose.
- 3) **Relationship of the Parties:** **Cartegraph** and **Customer** are independent of each other. This Proposal does not and is not intended to create in any way or manner or for any purpose an employee/employer relationship or a principal-agent relationship. Neither party is authorized to enter into agreements for or on behalf of the other, to create any obligation or responsibility, express or implied, for or on behalf of the other, to accept payment of any obligation due or owed the other, or to accept service of process for the other. **Cartegraph** is an independent contractor, customarily engaged in the performance of similar services for other parties.
- 4) **Severability:** The terms and conditions of this Proposal are severable. If any term or condition of this Proposal or the application thereof to any person or circumstances is held invalid, this invalidity shall not affect the other terms, conditions or applications which can be given effect without the invalid term, condition or application.
- 5) **Transfer of Agreement:** **Cartegraph** shall not transfer or assign any of its rights or obligations under the Proposal to any other party without the prior written consent of **Customer**, which consent may not be unreasonably withheld.
- 6) **Notices:** All notices or communications required or permitted as a part of this Proposal shall be in writing and shall be delivered at the address set forth in this Proposal.
- 7) **Attorney's Fees/Legal Proceedings:** In the event of any litigation or other proceeding between the parties relating to this Proposal, the prevailing party shall be entitled to reasonable attorney's fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals and other relief to which that party may be entitled.
- 8) **Proprietary Information:** **Customer** acknowledges that all materials and documents associated with this project are proprietary in nature. This specifically includes pricing information, training materials and consulting documents as described. **Customer** further agrees not to copy or otherwise make available such materials outside of **Customer's** organization and its divisions and departments without the prior written consent of **Cartegraph**, except as required by law.



The parties, each acting under due and proper authority, have executed this Proposal as of the day, month and year written below:

HAYS COUNTY  
111 E. San Antonio St.  
San Marcos, TX 78666

By

Signature

Date:

Please  
Print

Name

Title

CARTEGRAPH SYSTEMS, INC.  
3600 Digital Drive  
Dubuque, Iowa 52003

By



Mark Weber, CFO

Date:

8/6/2010

## Exhibit A - Data Services

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**# Q-01127-04H8**

Quote is to convert data from client's expense program built in MS Access in to *VERSAtools*.

## Exhibit B - Modifications

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### #Q-01124-PLC8

#### **Business Requirement**

Hays County has implemented an Accounts Payable module via Cartegraph's *VERSAtools* product. In performing routine data entry, the County would like to automate certain calculations to increase productivity and streamline data entry tasks.

#### **Summary of Approach**

Cartegraph will provide a customization that automates a routine calculation. The calculation will be a summation of Precinct 1, Precinct 2, Precinct 3, Precinct 4, and County Wide fields. The sum of these values will be displayed in the Total field. Cartegraph's customization will support the entry of both positive and negative numbers. Additionally, the Total field will update as Precinct or County Wide values are added, edited, or updated. Summation calculations will be performed via any grid. However, the resulting sum will be displayed in the Total field once the overall record has been saved.

Cartegraph will also provide the capability to recalculate previous costs.

#### **System Requirements**

Cartegraph 8.1a

# Cartegraph

3600 DIGITAL DRIVE | DUBUQUE, IA 52003

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To: Janice Weber  
Organization: Hays County  
From: Kevin Kline  
Date: August 4, 2010  
RE: Cartegraph Sales Proposal

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Attached, please find a proposal from your Sales representative at Cartegraph Systems, Inc. We are pleased with the prospect of serving you and hope this meets with your approval.

Should the products and/or services and the associated pricing terms be agreeable to you as stated, please sign in the area indicated and return all pages of the proposal to Cartegraph by one of the following means:

- By email – [administration@cartegraph.com](mailto:administration@cartegraph.com)
- By fax – (563)556-8149, Attn: Administration
- By mail – Cartegraph  
Attn: Administration  
3600 Digital Drive  
Dubuque, IA 52003

Please be aware that in order for Cartegraph to process an order, we must receive all of the following items:

- ✓ Fully-executed Cartegraph proposal returned in its entirety
- ✓ Approved Purchase Order from your organization

Should you have any questions about the contents of the proposal, please contact your Sales representative at (800) 688-2656.

Thank you!



3600 Digital Drive | Dubuque, Iowa 52003 | (800) 688-2656 | (563) 556-8120 | fax (563) 556-8149  
Federal ID: 42-1419553

## Software and Services Proposal

Date: August 4, 2010

Expiration Date: November 3, 2010

Contract No.: C1008011

Organization	Hays County	Email	
Contact	Janice Weber	Phone	
Department		Fax	
Address	111 E. San Antonio St.		
Address			
City	San Marcos	State/Prov.	TX
		Zip/Code	78666

	Purchase Type	Qty.	Unit Price	Total
<b>SOFTWARE PRODUCTS</b>				
Cartegraph Software Subscription Plan	Software License Conversion fee	9	\$295.00	\$2,655.00
Cartegraph Software Subscription Plan <sup>1</sup>	CARTElite Subscription (10/22/10-10/22/11)	9	\$675.00	\$6,075.00
<b>TOTAL PROJECT COST</b>				<b>\$8,730.00</b>

**NOTES:** The County is relinquishing all existing Cartegraph licenses by agreeing to this proposal for new/different licenses. Upon installation of the licenses contained in this proposal the County agrees to remove all prior licenses from use.

**Please note:** This is a not-to-exceed proposal. Cartegraph will not exceed the total included in this Proposal without written approval from Customer. In the event it becomes apparent to Cartegraph that additional service efforts will be needed due to any changes in the scope of this proposal, Cartegraph will notify Customer prior to exceeding the approved efforts and obtain written approval if additional software or services are required.

### Software Subscription, Maintenance and Support Services Terms/Renewal

The initial term of Subscription, Maintenance or Support Services, if included, will commence upon execution of this proposal and will continue for a period of one (1) calendar year from the date of the execution of this proposal.

Each subsequent term will commence upon completion of the prior term and will continue for a period of one (1) calendar year there from. Customer may terminate their Subscription, Maintenance or Service Support, if applicable, at the end of the Initial Term or any subsequent Renewal Term by notifying Cartegraph in writing of their intention to do so at least 60 days prior to the applicable End Date for that term.

Software licensed under a subscription is governed by a license manager and must be renewed prior to the expiration date of the term in order to keep the software active.

1. Future years' Annual Software Licensing Subscription is estimated to be \$6,379.00 for the Software Products listed in this Proposal.

<sup>1</sup> The annual subscription renewal amount shown below is required to keep the subscription software licenses active after the first year. Cartegraph CARTElite Subscriptions currently include the above-named number of licenses of any of the following applications: WORKdirector, CALLdirector, PAVEMENTview, PAVEMENTview Plus, SIGNview, SIGNALview, MARKINGview, LIGHTview, BRIDGEview, STORMview, WATERview, SEWERview, VERSAtools, MAPdirector, MAPdirector for ArcGIS, and GISdirector.

## Payment Terms and Conditions

In consideration for the Services and Products provided by Cartegraph to Customer, Customer agrees to pay Cartegraph Software Costs and Professional Service Fees in U.S. Dollars as described below:

1. **Delivery:** Software Products shall be licensed upon acceptance of this Proposal. Project Services will be scheduled and delivered upon your acceptance of this Proposal, which will be considered as your notification to proceed.
2. **Invoicing:** Invoicing for any given Software Products shall occur upon delivery. Invoicing occurs monthly for Project Services as they are incurred on the project. Partial billings on fixed fee costs will be invoiced monthly as incurred.
3. **Expenses:** In providing the services included in this Proposal, Cartegraph shall be reimbursed for any reasonable out-of-pocket costs, including, but not limited to, travel, lodging, and meals. Out-of-pocket expenses are billed based on actual costs incurred and are due separately.
4. **Payment Terms:** All payments are due Net 30 days from date of invoice.
5. **Scheduling of Services:** Services must be scheduled and used within 6 months of Proposal signing.

This Proposal constitutes the complete and exclusive agreement between Cartegraph Systems, Inc., and the above company, superseding all other proposals, oral or written and all other communication with respect to the terms of the agreement. Proposal must be executed and returned to Cartegraph prior to the expiration date shown above or all terms contained herein are invalid and the entire Proposal is void.

Customer acknowledges that all materials and documents associated with this project are proprietary in nature. Customer further agrees not to copy or otherwise make available such materials outside of Customer's organization and its divisions and departments without the prior written consent of Cartegraph, except as required by law.

## Acceptance

The parties, each acting under due and proper authority, have executed this Proposal as of the date written below:

HAYS COUNTY  
111 E. San Antonio St.  
San Marcos, TX 78666

By:

Signature

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

Please  
Print

Name

Title

CARTEGRAPH SYSTEMS, INC.  
3600 Digital Drive  
Dubuque, Iowa 52003

By:



Mark Weber, CFO

Date: 8/4/2010

## *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 consider amending the dedication of funding to the City of Kyle for parks bond funding in the amount of approximately \$2.4 Million; to release more than \$1.2 Million in funding from that dedication and return those funds back to the "Parks Bond Fund" for disbursement elsewhere; and to reserve \$1.2 Million of the original dedication for parks projects in Kyle, as presented to and approved by the Hays County Parks and Open Space Advisory Board.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** August 17, 2010

**AMOUNT REQUIRED:** Money has already been dedicated. This would return \$1.2 Million.

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** BARTON

**SPONSORED BY:** BARTON

**SUMMARY:**

This item is being posted per Commissioner Ford's friendly amendment to the motion made on Agenda Items 27 and 28 from the August 10, 2010 Commissioners Court agenda.

## *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 Temporary Construction Easements, related to Right of Way work on Dacy Lane.

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

**PREFERRED MEETING DATE REQUESTED:** August 17, 2010

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Debbie Ingalsbe

**SPONSORED BY:** Debbie Ingalsbe

**SUMMARY:** Please refer to back-up.





## MEMORANDUM

**TO:** Debbie Ingalsbe  
County Commissioner  
Hays County, Texas

**FROM:** Lori Bible, Right of Way Services  
Lockwood, Andrews & Newnam, Inc.

**DATE:** Monday, August 02, 2010

**PROJECT:** Dacy Lane Improvements  
Parcel 3/3E  
Seton Healthcare  
Hays County Precinct 1

**RE: SIGNATURE REQUEST FOR COUNTY JUDGE**

The acquisition of the above referenced parcel is near completion. Attached you will find the original Agreement for Public Utility Easement. Please have the Judge sign where indicated with an acknowledgement.

Please call me at 512.914.2201 after the Agreement is signed and I shall record it along with the Deed for the right-of-way, which have also received from the landowner.

Sincerely,

Lori Bible, ROW Services  
Lockwood, Andrews & Newnam, Inc

### Agreement for Public Utility Easement

Date: July 29, 2010

Grantor: **SETON HEALTHCARE**, formerly known as the DAUGHTERS OF CHARITY HEALTH SERVICES OF AUSTIN, a Texas non-profit corporation.

Grantor's Mailing Address: 6001 Kyle Parkway, Kyle, Hays County, Texas 78640

Grantee: **COUNTY of HAYS**, State of Texas.

Grantee's Mailing Address:

County Judge, 111 E. San Antonio St., San Marcos, Hays Co., Texas 78666

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Two tracts of land consisting of 0.582 acres (approximately 25,358 sq. ft.) and 0.215 acres (approximately 9,373 sq. ft), being a portion of Lot 1, Block "C", Seton Hays County Subdivision, a subdivision of record in Volume 14 Pages 255-259 of the Plat Records of Hays County, Texas; said 0.582 acre tract is more particularly described by metes and bounds in the attached Exhibit "A" and said 0.215 acre tract is more particularly described by metes and bounds in the attached Exhibit "B", which are hereby incorporated by reference as set forth here at length.

**Easement Purpose:** For the installation, construction, operation, maintenance, replacement, repair, and upgrade of public utilities, including but not limited to: gas, electric, telecommunication, wastewater and water lines, hereinafter referred to as "Facilities".

**Consideration:** The benefits accruing to Grantor (and Grantor's successors and assigns), as the owner of the property of Grantor that current adjoins, is adjacent to and/or contiguous to the Easement Property, by donation of the dedication of this easement, and the other benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

**Reservations from Conveyance:** None.

**Exceptions to Warranty:** This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, Texas, or that may be apparent on the Easement Property.

**Grant of Easement:** Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns an easement over, on, and across the Easement Property for the Facilities, together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, except as to the Reservations from Conveyance and Exceptions to Warranty to the extent that such claim arises by, through, or under Grantor but not otherwise.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The Easement rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance.
3. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor reserves for Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, or construct any building, structure or obstruction, and the right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their

configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the facilities. Grantor will replace the fence to original condition on the completion of work.

6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. *Covenants Running with the Land.* The parties agree that the provisions of this agreement will be deemed to be covenants running with the land that are for the benefit of, and create burdens on, the respective portions of the Development described above.
8. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
9. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
10. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
11. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
12. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
13. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

14. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
15. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
16. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
17. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

SETON HEALTHCARE

By:



Thomas E. Gallagher, Sr. Vice President

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

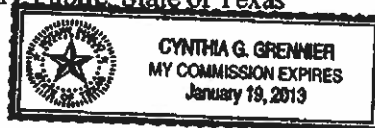
§  
§

**COUNTY OF HAYS**

§

This instrument was acknowledged before me on this 29 day of July, 2010 by Thomas E. Gallagher, as Sr. Vice President, of the **SETON HEALTHCARE**, formerly known as the **DAUGHTERS OF CHARITY HEALTH SERVICES OF AUSTIN**, a Texas non-profit corporation, on behalf of said corporation.

Cynthia G. Grenier  
Notary Public, State of Texas



**ACCEPTED**

**COUNTY of HAYS**

By:

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

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF HAYS**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2010 by **Elizabeth Sumter**, County Judge of Hays County, State of Texas, on behalf of said county.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**



**Professional Land Surveying, Inc.  
Surveying and Mapping**

Office: 512-443-1724  
Fax: 512-389-0943

3500 McCall Lane  
Austin, Texas 78744

**0.582 ACRES**

**THE ALEXANDER MCKOWN SURVEY, ABSTRACT NO. 327  
& THE JOHN JONES SURVEY, ABSTRACT NO. 263  
HAYS COUNTY, TEXAS**

A DESCRIPTION OF 0.582 ACRES (APPROXIMATELY 25,358 SQ. FT.) IN THE ALEXANDER MCKOWN SURVEY, ABSTRACT NO. 327 AND THE JOHN JONES SURVEY, ABSTRACT NO. 263 IN HAYS COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "C", SETON HAYS COUNTY SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 14, PAGES 255-258 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; SAID 0.582 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN TWO (2) PARTS AS FOLLOWS:

**PART 1: 0.449 ACRES**

**BEGINNING** at a 1/2" rebar with Chaparral cap set in the southwest line of said Lot 1, being in the northeast line of a 0.918 acre tract described in Volume 1911, Page 22 of the Deed Records of Hays County, Texas, from which a 1/2" rebar with Bury cap found in the northwest right-of-way line of County Road 205 (Dacy Lane) (right-of-way width varies), being an angle point in the southwest line of said Lot 1, being also the easternmost corner of the said 0.918 acre tract, bears South 46°10'31" East, a distance of 41.03 feet;

**THENCE** North 46°10'31" West with the southwest line of said Lot 1 and the northeast line of the said 0.918 acre tract, a distance of 15.14 feet to a calculated point;

**THENCE** over and across said Lot 1, the following four (4) courses and distances:

1. With a curve to the right, having a radius of 965.00 feet, a delta angle of 28°40'40", an arc length of 483.00 feet, and a chord which bears North 65°58'18" East, a distance of 477.98 feet to a calculated point;
2. North 80°18'36" East, a distance of 259.90 feet to a calculated point;
3. With a curve to the left, having a radius of 835.00 feet, a delta angle of 36°30'43", an arc length of 532.11 feet, and a chord which bears North 62°03'14" East, a distance of 523.15 feet to a calculated point;
4. North 00°51'41" West, a distance of 49.97 feet to a calculated point in the southwest right-of-way line of Seton Parkway (60' right-of-way width) as shown on said Seton Hays County Subdivision, being in the northeast line of said Lot 1;

THENCE with the southwest right-of-way line of Seton Parkway and the northeast line of said Lot 1, the following two (2) courses and distances:

1. South  $47^{\circ}04'42''$  East, a distance of 2.57 feet to a  $1/2''$  rebar with Chaparral cap set;
2. South  $45^{\circ}54'13''$  East, a distance of 18.58 feet to a  $1/2''$  rebar with Chaparral cap set;

THENCE over and across said Lot 1, the following five (5) courses and distances:

1. South  $00^{\circ}51'41''$  East, a distance of 41.32 feet to a  $1/2''$  rebar with Chaparral cap set;
2. South  $44^{\circ}10'50''$  West, a distance of 11.78 feet to a  $1/2''$  rebar with Chaparral cap set;
3. With a curve to the right, having a radius of 850.00 feet, a delta angle of  $38^{\circ}07'46''$ , an arc length of 535.99 feet, and a chord which bears South  $62^{\circ}14'43''$  West, a distance of 527.15 feet to a  $1/2''$  rebar with Chaparral cap set;
4. South  $80^{\circ}18'36''$  West, a distance of 258.90 feet to a  $1/2''$  rebar with Chaparral cap set;
5. With a curve to the left, having a radius of 950.00 feet, a delta angle of  $14^{\circ}54'27''$ , an arc length of 247.18 feet, and a chord which bears South  $72^{\circ}51'22''$  West, a distance of 246.48 feet to a  $1/2''$  rebar with Chaparral cap set in the northeast right-of-way line of County Road 205, being in the southwest line of said Lot 1, from which a  $1/2''$  rebar with Bury cap found for an angle point in the northwest right-of-way line of County Road 205, being an angle point in the southeast line of said Lot 1, bears South  $47^{\circ}58'13''$  East, a distance of 464.75 feet;

THENCE with the north right-of-way line of County Road 205 and the south line of said Lot 1, the following two (2) courses and distances:

1. North  $47^{\circ}56'13''$  West, a distance of 14.58 feet to a  $1/2''$  rebar with Chaparral cap set;
2. South  $44^{\circ}19'19''$  West, a distance of 39.93 feet to a  $1/2''$  rebar with Chaparral cap set, from which a  $1/2''$  rebar with Bury cap found in the northwest right-of-way line of County Road 205, being an angle point in the southwest line of said Lot 1, being also the easternmost corner of the said 0.918 acre tract, bears South  $44^{\circ}19'19''$  West, a distance of 177.92 feet;



**THENCE** over and across said Lot 1, with a curve to the left, having radius of 950.00 feet, a delta angle of  $11^{\circ}03'00''$ , an arc length of 183.22 feet, and a chord which bears South  $57^{\circ}16'53''$  West, a distance of 182.93 feet to the **POINT OF BEGINNING**, containing 0.449 acres of land, more or less.

**PART 2: 0.133 ACRES**

**BEGINNING** at a 1/2" rebar with Chaparral cap set in the northeast line of said Lot 1, being in the southwest line of a 0.918 acre tract described in Volume 1911, Page 22 of the Deed Records of Hays County, Texas, from which a 1/2" rebar with Bury cap found in the northwest right-of-way line of County Road 205 (Dacy Lane) (right-of-way width varies), being an angle point in the northeast line of said Lot 1, being also the southernmost corner of the said 0.918 acre tract, bears South  $46^{\circ}10'31''$  East, a distance of 50.07 feet;

**THENCE** over and across said Lot 1, the following two (2) courses and distances:

1. South  $43^{\circ}47'24''$  West, a distance of 349.62 feet to a 1/2" rebar with Chaparral cap set;
2. South  $87^{\circ}42'21''$  West, a distance of 36.03 feet to a 1/2" rebar with Chaparral cap set in the northeast right-of-way line of Kyle Parkway (120' right-of-way width) as shown on said Seton Hays County Subdivision, being in the southwest line of said Lot 1, from which a 1/2" rebar with Bury cap found at the intersection of the northwest right-of-way line of County Road 205 and the northeast right-of-way line of Kyle Parkway, being also in the southwest line of said Lot 1, bears South  $45^{\circ}45'50''$  East, a distance of 23.84 feet to a 1/2" rebar with Chaparral cap set, then North  $89^{\circ}06'23''$  East, a distance of 70.14 feet;

**THENCE** North  $45^{\circ}45'50''$  West with the northeast right-of-way line of Kyle Parkway and the southwest line of said Lot 1, a distance of 20.67 feet to a calculated point;

**THENCE** over and across said Lot 1, the following two (2) courses and distances:

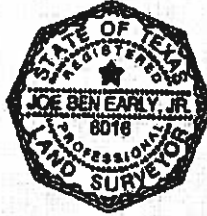
1. North  $87^{\circ}42'21''$  East, a distance of 44.20 feet to a calculated point;
2. North  $43^{\circ}47'24''$  East, a distance of 343.58 feet to a calculated point in the northeast line of said Lot 1, being in the southwest line of the said 0.918 acre tract;

**THENCE** South  $46^{\circ}10'31''$  East with the northeast line of said Lot 1 and the southwest line of the said 0.918 acre tract, a distance of 15.00 feet to the **POINT OF BEGINNING**, containing 0.133 acres of land, more or less.

Surveyed on the ground June 03, 2009. Bearing Basis: Grid azimuth for Texas South Central Zone state plane coordinates, based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS). Attachments: Drawing 315-011-PUE-03.

*JB* 10/27/09

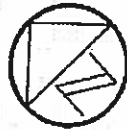
Joe Ben Early, Jr.  
Registered Professional Land Surveyor  
State of Texas No. 6016





SKETCH TO ACCOMPANY A DESCRIPTION OF 0.582 ACRES (APPROXIMATELY 25,358 SQ. FT.) IN THE ALEXANDER MCKOWN SURVEY, ABSTRACT #327 AND THE JOHN JONES SURVEY, ABSTRACT NO. 263 IN HAYS COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "C", SETON HAYS COUNTY SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 14, PAGES 255-258 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS.

ALEXANDER  
MCKOWN SURVEY  
ABSTRACT #327



1" = 100'

LOT 1  
BLOCK "C"  
SETON HAYS  
COUNTY SUBDIVISION  
(14/255)  
[R106078]

LOT 1  
BLOCK "C"  
SETON HAYS  
COUNTY SUBDIVISION  
(14/255)  
[R106078]



MATCH LINE SHEET 2  
MATCH LINE SHEET 1

No.	BEARING	LENGTH	(RECORD)
L1	N89°06'23"E	70.14'	(S88°23'13"W 70.14')
L2	S45°45'50"E	23.84'	(N46°28'00"W)
L3	S87°42'21"W	36.03'	
L4	S46°10'31"E	50.07'	(S46°02'46"E)
L5	S48°10'31"E	41.03'	(N46°02'48"W)
L6	S44°19'19"W	177.82'	
L7	S44°18'19"W	39.93'	
L8	N47°56'13"W	14.58'	
L9	S44°10'30"W	13.78'	
L10	S00°51'41"E	41.32'	
L11	S45°54'13"E	30.41'	(S46°37'10"E)
L12	S00°40'36"E	42.67'	(S01°23'42"E 42.67')
L13	N45°10'31"W	15.14'	(N46°02'48"W)
L14	N00°51'41"W	49.87'	
L15	S47°04'42"E	2.57'	
L16	S45°54'13"E	18.58'	(S46°37'10"E)
L17	N45°45'50"W	20.67'	(N46°28'00"W)
L18	N87°42'21"E	44.20'	
L19	S48°10'31"E	15.00'	(S46°02'46"E)

SETON PARKWAY

(60' RIGHT-OF-WAY WIDTH) (14/255)

SEE  
DETAIL

C5

C3

PART 1:  
0.448 ACRES  
APPROX. 19,557  
SQ. FT.

DETAIL  
NOT TO SCALE

S44°15'26"W 920.12' (S43°32'10"W 920.11')

C.R. 205 (DACY LANE) (R.O.W. WIDTH VARIES)

APPROXIMATE LOCATION OF  
SURVEY LINE

Chaparral

N44°15'26"E 246.09'  
(N43°32'19"E 246.10')

DATE OF SURVEY: 08/03/2009  
PLOT DATE: 10/12/09  
DRAWING NO.: 315-011-PUE-03  
PROJECT NO.: 315-011  
DRAWN BY: JBE  
SHEET 1 OF 2

S47°56'13"E 484.75

EXHIBIT "B"



Professional Land Surveying, Inc.  
Surveying and Mapping

Office: 512-443-1724  
Fax: 512-389-0943

3600 McCall Lane  
Austin, Texas 78744

0.218 ACRES  
THE ALEXANDER MCKOWN SURVEY, ABSTRACT NO. 327  
HAYS COUNTY, TEXAS

A DESCRIPTION OF 0.215 ACRES (APPROXIMATELY 9,373 SQ. FT.) IN THE ALEXANDER MCKOWN SURVEY, ABSTRACT NO. 327 IN HAYS COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "C", SETON HAYS COUNTY SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 14, PAGES 255-259 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS; SAID 0.215 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with Chaparral cap set in the northwest right-of-way line of County Road 205 (Dacy Lane) (right-of-way width varies), being the southeast line of said Lot 1, from which a 1/2" rebar with Bury cap found in the northwest right-of-way line of County Road 205, being the easternmost corner of Lot 2, Block "B", of said Seton Hays County Subdivision, being also the southernmost corner of Lot 3, Block "B", of said Seton Hays County Subdivision, bears North 44°15'26" East, a distance of 684.84 feet;

THENCE South 44°15'26" West with the northwest right-of-way line of County Road 205 and the southeast line of said Lot 1, a distance of 15.27 feet to a calculated point, from which a 1/2" rebar with Bury cap found for an angle point in the northwest right-of-way line of County Road 205, being an angle point in the southeast line of said Lot 1, bears South 44°15'26" West, a distance of 486.30 feet;

THENCE over and across said Lot 1, the following five (5) courses and distances:

1. North 34°56'20" West, a distance of 12.45 feet to a calculated point;
2. With a curve to the right, having a radius of 965.00 feet, a delta angle of 10°16'57", an arc length of 173.18 feet, and a chord which bears South 75°10'07" West, a distance of 172.95 feet to a calculated point;
3. South 80°18'36" West, a distance of 258.90 feet to a calculated point;
4. With a curve to the left, having a radius of 835.00 feet, a delta angle of 9°09'36", an arc length of 133.50 feet, and a chord which bears South 75°43'47" West, a distance of 133.36 feet to a calculated point;
5. South 18°39'59" West, a distance of 32.71 feet to a calculated point in the northeast right-of-way line of County Road 205, being in the southwest line of said Lot 1, from which a 1/2" rebar with Bury cap found for an angle point in the

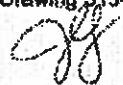
northwest right-of-way line of County Road 205, being an angle point in the southeast line of said Lot 1, bears South 47°56'13" East, a distance of 308.15 feet;

**THENCE** North 47°56'13" West with the northeast right-of-way line of County Road 205 and the southwest line of said Lot 1, a distance of 16.60 feet to a 1/2" rebar with Chaparral cap set, from which a 1/2" rebar with Chaparral cap set for an angle point in the northeast right-of-way line of County Road 205, being an angle point in the southwest line of said Lot 1, bears North 47°56'13" West, a distance of 154.57 feet;

**THENCE** over and across said Lot 1, the following five (5) courses and distances:

1. North 16°39'59" East, a distance of 33.27 feet to a 1/2" rebar with Chaparral cap set;
2. With a curve to the right, having a radius of 850.00 feet, a delta angle of 9°40'58", an arc length of 143.86 feet, and a chord which bears North 75°28'07" East, a distance of 143.48 feet to a 1/2" rebar with Chaparral cap set;
3. North 80°18'36" East, a distance of 258.90 feet to a 1/2" rebar with Chaparral cap set;
4. With a curve to the left, having a radius of 950.00 feet, a delta angle of 10°58'34", an arc length of 181.99 feet, and a chord which bears North 74°49'19" East, a distance of 181.71 feet to a 1/2" rebar with Chaparral cap set;
5. South 34°56'20" East, a distance of 21.18 feet to the **POINT OF BEGINNING**, containing 0.215 acres of land, more or less.

Surveyed on the ground June 03, 2009. Bearing Basis: Grid azimuth for Texas South Central Zone state plane coordinates, based on GPS solutions from The National Geodetic Survey (NGS) On-line Positioning User Service (OPUS). Attachments: Drawing 315-011-PUE-03-SE.

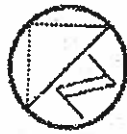
 11/6/09  
Joe Ben Early, Jr.  
Registered Professional Land Surveyor  
State of Texas No. 6016



SKETCH TO ACCOMPANY A DESCRIPTION OF 0.215 ACRES (APPROXIMATELY 9,373 SQ. FT.) IN THE ALEXANDER MCKOWN SURVEY, ABSTRACT NO. 327 IN HAYS COUNTY, TEXAS, BEING A PORTION OF LOT 1, BLOCK "C", SETON HAYS COUNTY SUBDIVISION, A SUBDIVISION OF RECORD IN VOLUME 14, PAGES 255-258 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS.

LOT 1  
BLOCK "C"  
SETON HAYS  
COUNTY  
SUBDIVISION  
(14/258)  
[R106078]

NO.	DELTA	RADIUS	TAN	ARC	CHORD	BEARING
C4	10°58'34"	850.00'	91.27'	181.99'	181.71'	N74°49'19"E
C5	9°40'58"	850.00'	71.95'	143.65'	143.48'	N75°28'07"E
C6	10°16'57"	865.00'	86.63'	173.18'	172.85'	S75°10'07"W
C7	8°08'38"	835.00'	86.88'	133.50'	133.36'	S75°43'47"W



1" = 100'

NO.	BEARING	LENGTH
L13	S34°56'20"E	21.18'
L14	N16°39'59"E	33.27'
L15	S44°15'26"W	15.27'
L16	N34°56'20"W	12.45'
L17	S16°39'59"W	32.71'
L18	N47°56'13"W	16.60'

LEGEND  
 ● 1/2" REBAR WITH SURY CAP FOUND  
 ○ 1/2" REBAR WITH COMPARRAL CAP SET  
 A CALCULATED POINT  
 ( ) RECORD INFORMATION  
 [R12345] H.C.A.D. PARCEL ID NUMBERS



*Handwritten signature and date 11/6/09*

0.215 ACRES  
APPROX. 9,373  
SQ. FT.

LOT 1  
BLOCK "C"  
SETON HAYS  
COUNTY SUBDIVISION  
(14/258)  
[R106078]

ALEXANDER  
MCKOWN SURVEY  
ABSTRACT #327

C.R. 205 (DACY LANE) (R.O.W. WIDTH VARIES)  
N47°56'13"W 478.33' (N48°38'19"W 478.33')  
S47°56'13"E 308.15'

C4  
C5  
C6  
C7  
C8

L13  
L14  
L15  
L16  
L17  
L18

S47°56'13"E 454.30'  
S44°15'26"W 1166.21' (S45°32'19"W 1166.21')  
C.R. 205 (DACY LANE) (R.O.W. WIDTH VARIES) P.O.B.

DATE OF SURVEY: 06/03/2009  
 PLAT DATE: 11/08/09  
 DRAWING NO.: 515-011-PUE-03-SE  
 PROJECT NO.: 315-011  
 DRAWN BY: JBE  
 SHEET 1 OF 1

JOHN STEWART LEAGUE  
 ABSTRACT #14

BEARING BASED GRID AZIMUTH FOR TEXAS SOUTH CENTRAL  
 ZONE STATE PLANE COORDINATES, BASED ON GPS  
 SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS)  
 ON-LINE POSITIONING USER SERVICE (OPUS).  
 ATTACHMENTS: NOTES AND BOUNDS DESCRIPTION  
 315-011-PUE-03-SE

*Handwritten signature*

## *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 purchase of right-of-way near the Blanco River Bridge on Fischer Store Road.

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

**PREFERRED MEETING DATE REQUESTED:** August 17, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Conley

**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:** Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement for Infrastructure Construction between Hays County and the City of Buda, Texas.

**TYPE OF ITEM:** Action

**PREFERRED MEETING DATE REQUESTED:** August 17, 2010

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** BARTON

**SPONSORED BY:** BARTON

**SUMMARY:**

This Interlocal Agreement is the vehicle by which the City of Buda will transfer \$700,000 in Texas Capital Funds to Hays County as a reimbursement for the infrastructure improvements made by Hays County pursuant to the Chapter 381 Agreement with U.S. Foods. That Chapter 381 Agreement was considered and passed by the Hays County Commissioners Court on August 3, 2010.

STATE OF TEXAS           §  
                                     §  
COUNTY OF HAYS       §

**INTERLOCAL AGREEMENT BETWEEN  
HAYS COUNTY, TEXAS AND THE CITY OF BUDA  
FOR INFRASTRUCTURE CONSTRUCTION**

This Interlocal Agreement ("Agreement") is made by and between the County of Hays, Texas, a political subdivision of the State of Texas (the "County") and the City of Buda, Texas, a home-rule municipality, acting by and through its duly authorized City Manager, or designee ("the City"). The City and County may be referred to collectively herein as the "Parties" and individually as a "Party."

**RECITALS**

**WHEREAS**, the County and the City are authorized to enter into this Agreement pursuant to the provisions of the Interlocal Cooperation Act, Texas Government Code Section 791.00 et seq; and

**WHEREAS**, the County and the City both desire that the County construct the Road Activities (defined below) within the extraterritorial jurisdiction of the City; and

**WHEREAS**, the County has entered into an Economic Development Agreement with U.S. Foodservice Inc. (the "Company") pertaining to the funding, design and construction of improvements to CR 118 and Turnersville Road to permit the development of the Project (defined below); and

**WHEREAS**, the City has entered into an agreement with the Department (defined below) for a Texas Capital Fund Grant (defined below) in the amount of \$750,000, a portion of which is to be used for engineering and construction of road improvements in connection with the Project; and

**WHEREAS**, the City has also entered into an agreement with the Company, under which the Company will (i) hire a minimum number low and moderate-income workers at the Project, and (ii) expend at least \$750,000 in the completion of the Project, in addition to other requirements; and

**WHEREAS**, the County desires to complete the Road Activities in accordance with the requirements, provisions and specifications set out in this Agreement;

**NOW, THEREFORE**, the Parties, in consideration of mutual benefits described in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, agree as follows:

## **ARTICLE I. DEFINITIONS**

As used in this Agreement, the following words or phrases shall have the following meanings:

**"City Economic Development Agreement"** shall mean that certain economic development agreement between the City and Company pursuant to which Company incurs obligations regarding employment following completion of the Project in connection with the Texas Capital Fund Grant.

**"City SPOC"** shall have the meaning ascribed to in Section 5.1 of this Agreement.

**"Company"** means U.S. Foodservice Inc.

**"Contractor"** shall mean the construction company selected and hired by the County to construct the Road Activities.

**"County SPOC"** shall have the meaning ascribed to in Section 4.1 of this Agreement.

**"Department"** means the Texas Department of Agriculture.

**"Development Agreement"** means that certain Economic Development Agreement between the County and the Company pertaining to the funding and construction of certain road improvements by the County in connection with the Project.

**"Effective Date"** shall mean the date that this Agreement has been fully executed by both Parties.

**"ETJ Interlocal Agreement"** means that certain Interlocal Cooperation Agreement between Hays County and the City of Buda for Subdivision Regulation in the Extraterritorial Jurisdiction of the City of Buda, (executed on October 15, 2008).

**"Force Majeure"** shall have the meaning ascribed to it in Section 7.2 of this Agreement.

**"Project"** means the construction by Company of one or more buildings totaling approximately two hundred and seventy-two thousand square feet (272,000 sq. ft.) on the Property generally located at the corner of Turnersville Road and County Road 118 in Buda, Texas.

**"Property"** means those approximately 40.170 acres more particularly described in Exhibit B.

**"Road Activities"** shall have the meaning provided in "Exhibit A" of this Agreement.

**"TDA Contract"** means that certain contract pertaining to a Texas Capital Fund Grant between the City and the Department having been approved by the City on July 27, 2010.

**"Texas Capital Fund Grant" or "Grant"** means that certain grant awarded to the City by the Department under the Texas Capital Fund program for the Project.

## **ARTICLE II.**

### **TERM**

**2.01** The cCommencement date for this Agreement shall be fixed as the Effective Date, and the termination date of this contract shall be the earlier of: (a) the third anniversary of the Effective Date of this Agreement; or (b) the date that City certifies that County has completed its obligations under this Agreement (the "**Term**").

## **ARTICLE III.**

### **AGREEMENT AND CONDITIONS PRECEDENT**

**3.01** The purpose of this Agreement is to carry out the Road Activities for the Project.

**3.02** This Agreement shall be contingent upon the following (collectively, the "**Conditions Precedent**"):

- (A) the execution of the TDA Contract by City and Department;
- (B) the execution of the Development Agreement by County and Company;
- (C) the execution of the City Economic Development Agreement by City and Company; and
- (D) Company closing on the acquisition of the fee simple title to the Property.

Such contingencies shall be met prior to December 31, 2010 (the "**Condition Precedent Date**"). If such Conditions Precedent are not satisfied prior to the Condition Precedent Date, then this Agreement shall terminate and the parties shall have no further obligations hereunder.

#### **ARTICLE IV.** **PERFORMANCE OBLIGATIONS OF COUNTY**

**4.1 Single Point of Contact.** County shall appoint one staff person to act as a single point of contact (hereinafter the "County SPOC"), with the City. County SPOC must be knowledgeable in the planning, content, subject matter and construction being accomplished through the Road Activities. County SPOC must possess decision making ability and authority.

**4.2 Responsibilities.** Notwithstanding the performance obligations of City under Article V of this Agreement, County is responsible for funding, design, construction, project management and administration of the Road Activities in accordance with the requirements of this Agreement.

**4.3 Contractor Oversight.** County shall provide oversight of its Contractor, assure payment to its Contractor, and assure that the Contractor complies with contractual and other requirements for the Road Activities, including applicable requirements under this Agreement. This includes obtaining any necessary permits for the Road Activities.

**4.4 Road Standards and Inspection of Construction.** County shall construct Road Activities in accordance with existing City road standards. Pursuant to the ~~ETJ Interlocal Agreement~~, County and City shall inspect construction of the Road Activities, and City staff may accompany County staff on such inspections. County or its Contractor shall remit inspection fees, including those required by City under its ordinances.

**4.5 Construction Meetings.** County will provide City staff with at least twenty-four (24) hours prior telephone notice of periodic inspections and regular meetings with the Contractor and the final inspection of Road Activities.

**4.6 Maintenance Period.** For a period of two (2) years after the Date of Completion (defined below in this Section) of the Road Activities, County shall monitor the Road Activities constructed under this Agreement and require correction of any deficiencies in design or construction of the roadway or related facilities. If Contractor is unable or unwilling to correct deficiency, County may enforce the maintenance bond provided by Contractor to County to assure correction of such deficiencies. (For purposes of this Agreement, the "Date of Completion" of the Road Activities is the date that County verifies, in writing, that Contractor has completed Road Activities in accordance with this Agreement.)

**4.7 Construction Deadline.** County shall use good faith efforts to cause the satisfactory completion of the Road Activities no later than the 56<sup>th</sup> week following satisfaction of the Conditions Precedent to this Agreement, subject to Force Majeure.

**4.8 County as Subcontractor.** County acknowledges that it is a subcontractor to City under the TDA Contract, and that Department is not liable to County for any performance described in this Agreement. As a subcontractor, County agrees that it shall comply with 24 C.F.R. §85.36 and all applicable federal, state and local laws, regulations and ordinances for making procurements under this Agreement. Except as specifically modified by law or this Agreement's provisions, County shall comply with all laws and regulations listed in Exhibit C of the TDA Contract and for matters not addressed therein with 24 C.F.R. Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments," hereinafter referred to as the "Common Rule," as modified by the rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Act, Chapter 783, Texas Government Code, hereinafter referred to as "Uniform Grant Management Standards (UGMS)." The allowability of costs incurred for performances rendered hereunder shall be determined in accordance with United States Office of Management and Budget (OMB) Circular A-87, as supplemented by the UGMS and this contract.

**4.9 Requirements Regarding Engineering.** County acknowledges that Department shall maintain an escrow retainage of TDA Contract funds budgeted for engineering services, in the amount of five percent (5%) of each engineering contract entered into by County. Before the retainage fees for engineering contracts are released to City and then County, a complete and executed Certificate of Construction Completion shall be received by City and Department, and County and City shall certify it has received as-built plans for the Road Activities.

**4.10 Requirements Regarding Construction of Road Activities.** County acknowledges that Department shall maintain an escrow retainage of the TDA Contract funds budgeted for construction in the amount of five percent (5%) of each construction contract entered into by County. Before the retainage fees for construction contracts are released to City and County, City and Department shall receive a complete and executed Certificate of Construction Completion and Final Wage Compliance Report, pursuant to the TDA Contract.

#### **4.11 Retention and Accessibility of Records**

A. Retention of Records. County shall maintain fiscal records and supporting documentation for all expenditures of contract funds pursuant to OMB Circular A-87, 24 C.F.R. § 570.490 and this Agreement. The

Contractor shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this Road Activities, including program requirements and financial obligations, or other periods of time as may be required by other applicable laws and regulations.

B. Access to Records. County shall give City, United States Department of Housing and Urban Development (HUD) Inspector General, the General Accounting Office, the Auditor of the State of Texas, Department or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the County pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by the County. County agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, Chapter 552, Texas Government Code.

**4.12 Indemnification of Department.** To the extent permitted by law, the County agrees to hold Department harmless and to indemnify Department from and against any and all claims, demands and causes of action of every kind and character that may be asserted by any party occurring or in any way incident to, arising out of or in connection with the services to be performed by County or City pursuant to this Agreement.

**4.13 Conflict of Interest.**

A. Financial Interest Prohibited. A conflict of interest may arise when the employee, officer or agent; any member of his or her immediate family; his or her partner; or, any organization that employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform a contract pursuant to this Agreement. County shall ensure that no employee, officer, or agent of County shall participate in the selection, in the award or administration of a contract supported by funds pursuant to this Agreement and comply with Chapter 171, Texas Local Government Code.

B. Other Prohibited Interests. In all cases not governed by Subsection A above and except for eligible administrative or personnel costs, no person who is an employee, agent, consultant, officer, elected official, appointed official of the City or County who exercises or have exercised any functions or responsibilities with respect to the activities assisted under this Agreement or the TDA Contract or any other CDBG contract who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, have an interest in or benefit from the

activity or have any interest in any contract, subcontract or agreement with respect to the activities or the proceeds either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

#### **4.14 Nondiscrimination, Religious Activity, and Faith-based Organizations**

A. Non-Discrimination. County shall ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, familial status or disability be excluded from participation in, be denied the benefits of, be subjected to discrimination under or be denied access to any program or activity funded in whole or in part with funds provided under this Agreement.

B. Religious and Faith-Based Organization Eligibility. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this program and activities funded under this Agreement. County shall not discriminate against an organization on the basis of the organizations' religious character or affiliation. None of the performances rendered by the County under this Agreement shall involve nor shall any portion of funds received by County under this Agreement be used to engage in inherently religious activities. Such funds may be used for the acquisition, construction or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities. Where a structure is used for both eligible and inherently religious activities, funds provided under this Agreement may not exceed the cost of those portions of the acquisition, construction or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to contract funds. County shall comply with regulations promulgated by HUD on faith-based activities at 24 C.F.R. § 570.200(j).

**4.15 Audit.** County agrees to cooperate and provide records to City and Department in order to meet City's audit obligations under the TDA Contract.

**4.16 Special Conditions.** County shall satisfy the following Special Conditions prior to any payment of reimbursements expenses incurred by County for the construction of Road Activities pursuant to Article V:

A. Prevailing Wage Rates. County shall not advertise or solicit bids for construction or rehabilitation of a project assisted with contract funds until County has received the applicable prevailing wage rates from TDRA Labor Standards Specialist, PO Box 12877, Austin, Texas, 78711-2877.



B. Bids and Tabulation of Bids. County shall provide to City the bid tabulation sheets that set forth winning bid(s) for the construction of Road Activities specified in Exhibit A. In addition to the bid tabulation sheets, County shall also provide City with documentation that lists all bid items that are related to the "minimum necessary" contract funded activities specified in Exhibit A. Any alternate provisions of the winning bid addressing over-sizing or activities or improvements, in addition to the "minimum necessary," shall be separate from the basic bid for the minimum necessary activities or improvements since these additional goods or services are ineligible for payment with funds under the Texas Capital Fund Grant. The County is responsible for the cost of any activities or improvements exceeding the "minimum necessary" and any cost overruns, pursuant to the Development Agreement.

C. Performance Bonds. County ~~may~~ shall require its Contractor to provide bid, payment, performance and maintenance bonds for the Road Activities. County shall require its Contractor to list City as a principal on each of the bonds. County shall provide City with a copy of the Contractor's performance bond in an amount not less than the construction contract amount for the "minimum necessary" improvements in Exhibit A, prior to release of Texas Capital Fund Grant dollars budgeted for construction. The performance bond shall remain in force and effect until completion of the Road Activities.

D. Required Project Signage. All construction projects, including, but not limited to buildings, structures, water transmission lines, sewer collection lines, gas transmission lines, electric transmission lines, drainage, roadways and railroad improvements utilizing Texas Capital Fund Grant funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare close to the construction area. Such signage, which may be provided to City by Department, shall be erected when construction begins, be legible from a distance of at least three (3) feet, and remain in place until construction is complete. All project signage required by this section shall contain the following wording: "This project is financed in part, with Community Development Block Grant funds through a cooperative agreement between the Texas Department of Agriculture and the Texas Department of Rural Affairs."

E. Acquisition of Real Estate. If applicable, County shall ensure that all acquisition of real property, easements and/or rights-of-way, for the Road Activities be in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.), HUD implementing regulations (49 C.F.R. Part 24) and submit a real property acquisition report.

F. Copy of Construction Plans. County shall provide City and Department a copy of the site plan(s) used to award the construction contract(s) for the proposed public infrastructure activities or improvements identified in Exhibit A. Such plan(s) shall depict the dimensions of the public infrastructure, easements, encroachments, ingress and egress including the location of Company's facilities, flatwork, driveways and the connections to the public infrastructure

G. Required Permits and Approvals. County shall assure that it has obtained any and all applicable permits or approvals required by any federal, state or local entity or regulatory agency with jurisdiction.

H. TCEQ Approval. If funds from the Texas Capital Fund Grant will be used for storm water discharge activities and improvements, County shall provide documentation to City and Department that it has received the required storm water discharge permit from the Texas Commission on Environmental Quality (TCEQ), prior to any construction activities or improvements, for construction activities or improvements for Road Activities from discharge into any water in the state. These documents shall be sent to TCEQ, Water Quality Program, MC-145, P.O. Box 13087, Austin, Texas, 78711-3087.

I. Debarment. County certifies that it shall not award any funds provided or paid under this Agreement to any party that is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 C.F.R. Part 24. County shall receive the certification provided by TDRA for each proposed subcontractor under this contract and its principals.

J. Misuse of Contract Funds and Access to Information. County agrees that no funds provided to County by City under this Agreement shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition does not prevent any official or employee of County from furnishing, upon request, to any member of its governing body, any other local or state official or employee or to any citizen, information that is retained by an official or employee of County that is not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

K. Other Prohibited Use. County agrees that none of funds provided to County by City under this Agreement will be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of the City and/or County, the State of Texas or the United States.

**ARTICLE V.**  
**PERFORMANCE OBLIGATIONS OF CITY**

**5.1. Single Point of Contact.** City shall appoint one person to act as a single point of contact (hereinafter the "City SPOC") with County. City SPOC must be knowledgeable of the City's obligations under the TDA Contract. City SPOC must possess decision making ability and authority.

**5.2 Reimbursement of Expenditures.** Subject to the terms and conditions of this Agreement, City shall reimburse County for documented, eligible expenses incurred by County for ~~the engineering and construction of the~~Engineering Activities and Road Activities, as defined in Exhibit A to the TDA Contract, in amount up to \$700,000 (the "Eligible Reimbursements"). The payment of Eligible Reimbursements by City shall occur within ten (10) business days following receipt of payment made by Department to City in accordance with the TDA Contract. City agrees that it will review, process and submit all requests from County for payment of the Eligible Reimbursements which are supported with necessary documentation within ten (10) business days to the Department, in accordance with this Agreement and the TDA Contract.

**5.3 Limits of Liability.** City shall not be liable for costs incurred or services rendered by County before the Effective Date or after termination of this Agreement.

**5.4 Performance Under TDA Contract.** City shall remain in compliance with the terms and conditions of the TDA Contract, as amended, and meet the performance obligations there under in order to assure reimbursement of eligible expenses pursuant to the TDA Contract.

**5.5 Grants Administration.** City shall take all actions required to assure compliance by both City and County under this Agreement and the TDA Contract, including hiring of consultants to manage the Grant

**ARTICLE VI.**  
**NON-PERFORMANCE**

**6.1 Non-Performance by County.** Should County fail to comply with its obligations under this Agreement, subject to Force Majeure, such failure shall be an Act of Default by County and, if not cured and corrected within ninety (90) days after written notice to do, so subject to Force Majeure, City, as its sole and exclusive remedies, may terminate this Agreement and seek repayment of an amount up to \$700,000 that City, under the TDA Contract, may be obligated to reimburse to Department or other agency as a result of such default by County,

plus additional penalties or interest, if any, imposed by Department or other agency on City as a direct result of County's non-performance under this Agreement. County shall not be liable to City for any alleged consequential damages, and City hereby waives any rights or remedies available to it at law or in equity. Notwithstanding the above, if such Act of Default is such a matter that cannot be cured by reasonably diligent efforts within ninety (90) days, then such occurrence shall not be an Act of Default so long as Company promptly initiates and diligently and continuously attempts to cure the same, even if the same is not cured within said ninety (90) day period.

**6.2 Non-Performance by City.** Should City fail to comply with its obligations under this Agreement ~~or the TDA Contract~~, subject to Force Majeure, such failure shall be an Act of Default by City and, if not cured and corrected within ninety (90) days after written noticed to do so, subject to Force Majeure, County, as its sole and exclusive remedies, may terminate this Agreement and demand payment of an amount up to \$700,000, that County has incurred liability in reliance of this Agreement and performance by City. The exact amount due shall be determined by subtracting the cumulative amount of all previous reimbursements made by City to County pursuant to this Agreement, from \$700,000. City shall not be liable to County for any alleged consequential damages, and County hereby waives any rights or remedies available to it at law or in equity. Notwithstanding the above, if such Act of Default is a matter that cannot be cured by reasonably diligent efforts within ninety (90) days, then such occurrence shall not be an Act of Default so long as ~~Company~~ City promptly initiates and diligently and continuously attempts to cure the same, if the same is not cured within said ninety (90) day period.

## **ARTICLE VII. MISCELLANEOUS**

**7.1 Severability.** If any section, subsection, sentence, clause or phrase of this Agreement is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of the Agreement shall not be affected thereby. It is the intent of the parties signing this Agreement that no portion of it, or provision or regulations contained in it shall become inoperative or fail by reason of unconstitutionality or invalidity of any other section, subsection, sentence, clause, phrase, provision, or regulation of this Agreement.

**7.2 Force Majeure.** All obligations of County and City (excluding monetary obligations) shall be subject to events of "force majeure" which shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of

such party), fires, explosions, floods, strikes, slowdowns or work stoppages, shortage of materials and labor.

**7.3 IndemnityHold Harmless.** County shall, to the extent authorized under the Constitution and laws of the State of Texas, hold City harmless from liability resulting from the negligent acts or omissions of County, its officers, agents and employees pertaining to the activities to be carried out pursuant to the obligations of this Agreement; provided, however, the County shall not hold City harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of or incident to, or resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of City, its officers, agents, representatives, or employees, or any person or entity not subject to County's supervision or control. City shall, to the extent authorized under the constitution and laws of the State of Texas, hold County, their officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments against them arising out of the activities to be carried out pursuant to the obligations of this Agreement, including but not limited to the use by City of the results obtained from the activities performed by County under this Agreement; provided, however, City shall not hold County harmless from any claims, demands, or causes of action arising in favor of any person or entity, growing out of, or incident to, or resulting directly or indirectly from:

A. the negligent failure of County to substantially comply with any applicable governmental requirements; or

B. the negligence, whether sole, joint, concurring, or otherwise, or willful malfeasance of any officer, agent or employee of County.

**7.4 Law and Venue.** This Agreement shall be governed by the laws of the State of Texas. The obligations under this Agreement are performable in Hays County, Texas. It is expressly understood that any lawsuit or litigation arising out of or relating to this contract will take place in Hays County, Texas.

**7.5 Alteration, Amendment or Modification.** This Agreement may not be altered, amended, or modified except in writing, approved by the County Judge of County and the City Manager of City. However, Parties agree that, pursuant to the TDA Agreement, any alterations, additions, or deletions to the TDA Contract terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Agreement without written amendment to this Agreement and shall become effective on the date designated by such law or regulation.

~~**7.6 Entire Agreement.** This Agreement constitutes the entire agreement between the City and the County. No other agreement, statement or~~

~~promise relating to the subject matter of this Agreement which is not contained in this Agreement is valid or binding.~~

**7.6 Notice.** Notices to either party shall be in writing, and may be either hand delivered or sent by certified or registered mail, postage paid, return receipt requested. If sent to the parties at the addresses designated herein, notice shall be deemed effective upon receipt in the case of hand delivery and three days after deposit in the U.S. Mail in case of mailing. The address of City for all purposes shall be:

City of Buda  
Attn: City Manager  
~~115 E. Commercial Ave.~~ P.O. Box 1218  
Buda, TX ~~78559~~ 78610

With a copy to:

City Attorney  
Susan C. Rocha  
Denton, Navarro, Rocha & Bernal, P.C  
2517 North Main Ave.  
San Antonio, TX 78212  
Fax: 210.225.4481

The address for the **County** for all notices hereunder shall be:

Hays County Judge  
111 E. San Antonio, Suite 300  
San Marcos, TX 78666

With a copy to:

Chief – Civil Division - HCCDA  
111 E. San Antonio, Suite 204  
San Marcos, TX 78666

**7.7 Independent Relationship.** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

**7.8 Compliance with Laws.** Parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement.

**7.9 Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and supersedes all their oral and written negotiations, agreements, and understandings of every kind. The parties hereto understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any party hereto or its officer, employees, or other agents to induce execution of this Agreement.

*[signature pages follow]*

This Interlocal Agreement is executed to be effective the date of the last party to sign.

**WITNESS:**

**CITY OF BUDA, TEXAS**

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

\_\_\_\_\_  
Name: Kenneth Williams,  
Title: City Manager

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

Approved as to form:

By: \_\_\_\_\_  
City Attorney

**WITNESS:**

**HAYS COUNTY, TEXAS**

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

\_\_\_\_\_  
Name: Elizabeth "Liz" Sumter  
Title: Hays County Judge

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

Approved as to form:

By: \_\_\_\_\_  
County Attorney



## **EXHIBIT A. ROAD ACTIVITIES**

### **Scope of Road Activities to be Designed and Constructed by County**

The proposed roadway improvements include County Road 118 and Turnersville Road, the limits of which are shown on the attached U.S. Foods Road Improvements exhibit. The **County Road 118 improvements** will include approximately 2,500 linear feet of a 48'-wide (paved section), four-lane collector roadway. It will be constructed to county standards with curb and gutter. Drainage will be via curb inlets and storm sewer lines. The improvements will extend from Turnersville Road southward through the intersection of Firecracker Drive and Main Street. The improvements will include improvements to the intersection of Main Street and Firecracker Drive. Although no pavement design has been performed, it is assumed that the pavement thickness will be similar to that of the newly-constructed Firecracker Drive, that being two (2) inches of asphalt, fourteen (14) inches of compacted base, and eight (8) inches of lime-stabilized sub-grade. County Road 118 will require two major culvert systems to convey stormwater runoff from the west side to the proposed channel on the east side. Potentially, runoff from over 160 acres will require conveyance through the culverts. It is anticipated over 80% of the runoff will collect in the vicinity of the existing stormwater detention pond serving commercial area to the west. The remaining runoff will be collected near the CR 118 and Turnersville Road intersection. For the larger flow it is estimated that 2 - 10 ft. x 5 ft box culverts will be required while the smaller will require 1 .6 ft x 4 ft box culvert.

The **Turnersville Road improvements** will include approximately 2,190 linear feet of a 50'-wide (paved area), four-lane collector roadway with 2' paved shoulders. The road will be designed to county standards with roadside drainage. The improvements will extend from IH 35 eastward to the Travis County line. The road will transition to a two lane configuration to match the existing roadway section at the county line. It is assumed that the pavement thickness will be the same as that of the recently-constructed Main Street in Buda, that being three (3) inches of asphalt, sixteen (16) inches of compacted base, and eight (8) inches of lime-stabilized sub-grade. The improvements will include a 120-foot long concrete single-span bridge capable of passing the fully-developed 100-year flow (4,400 cfs) for the unnamed tributary presently draining to the existing culverts under Turnersville Road east of its intersection with County Road 118. The bridge hydraulics will match the proposed improvements to the drainage channel that will be constructed by others. The bridge deck will be 50' wide face-of-curb to face-of-curb with six foot sidewalks and railings. The rights-of-way for both roads will be re-vegetated in accordance with county standards. The projects will include relocating existing utilities and the installation of street lights along the east side of CR 118 on 500 foot spacings.

### **Minimum Necessary Activities under this Agreement**

The "minimum necessary" activities are identified below and the City shall reimburse County a total of Seven Hundred Thousand and No/100 Dollars (\$700,000.00) of TDA Contract funds on these activities.

**A. Road Activities** in the amount of Five Hundred Ninety Thousand Five Hundred and No/100 Dollars (\$590,500.00). The "minimum necessary" activities are to consist of approximately one thousand six hundred eight-six linear feet (1,686 l.f.) of fifty feet wide (50 ft) of HMAC road to include twenty inch (20") crushed stone base, eight inches lime stabilized subgrade and two inch (2") HMAC with curb, gutter and drainage ditch improvements. These improvements shall be in the following locations:

<u>Street</u>	<u>From</u>	<u>To</u>	<u>Distance</u>
CR 118 Turnersville Rd.	SW corner of project property CR 118	Turnersville Rd. 256 l.f. east	1,430 l.f. 256 l.f.

**B. Engineering Activities** in the amount of One Hundred Nine Thousand Five Hundred and No/100 Dollars (\$109,500.00) for eligible project-related engineering services, including preliminary and final design plans and specifications, interim and final inspections.

## **EXHIBIT B**

### **Description of Property**

## **EXHIBIT C**

### **THE APPLICABLE LAWS AND REGULATIONS**

The Contractor shall comply with the Act and regulations specified in Section 3, OMB Circular and federal regulations specified in Section 6, Cash Management Improvement Act promulgated through regulations 31 C.F.R. Part 205, and with all other federal, state, and local laws and regulations applicable to this contract's activities and performances rendered by the Contractor including but not limited to the laws and the regulations promulgated thereunder and specified in Section I through VIII of this Exhibit.

#### **I. CIVIL RIGHTS**

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964"

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act" (42 U.S.C. § 3601 et seq.), as amended

Executive Order 11063, "Equal Opportunity in Housing," as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of the Contractor to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60

The Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.)

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and "Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development," 24 C.F.R. Part 8. By signing this contract, the Contractor understands and agrees that the activities funded herein shall be operated in accordance with 24 C.F.R. Part 8 and the Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.), including the use of a telecommunications device for deaf persons or equally effective communication system

#### **II. LABOR STANDARDS**

The Davis-Bacon Act, as amended (40 U.S.C. § 3142)

The Contract Work Hours & Safety Standards Act (40 U.S.C. § 3702)

The Copeland "Anti-Kickback" Act (18 U.S.C. § 874)

### III. EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u)

### IV. LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4822(a), as amended by Sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992) and the procedures established by the Department thereunder.

### V. ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 C.F.R. Part 58, as amended

In accordance with the provisions of law cited in § 58.1(b), the responsible entity shall assume the environmental responsibilities for projects under programs cited in § 58.1(b), and in doing so shall comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 C.F.R. parts 1500 through 1508. This includes responsibility for compliance with the applicable provisions and requirements of the Federal laws and authorities specified in § 58.5. The responsible entity shall certify that it has complied with the requirements that would apply to HUD under these laws and authorities and shall consider the criteria, standards, policies and regulations of these laws and authorities.

#### (a) Historic Properties

- (1) The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 et seq.), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2)
- (2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 Fed. Reg. 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c)
- (3) Federal historic preservation regulations as follows:
  - (i) 36 C.F.R. part 800 with respect to HUD programs other than Urban Development Action Grants (UDAG) and
  - (ii) 36 C.F.R. part 801 with respect to UDAG
- (4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 et seq.), particularly section 3 (16 U.S.C. 469a-1)

- (b) Floodplain management and wetland protection
  - (1) Executive Order 11988, Floodplain Management, May 24, 1977 (42 Fed. Reg. 26951), 3 C.F.R., 1977 Comp., p. 117, as promulgated under HUD regulations at 24 C.F.R. part 55, particularly section 2(a) of the order. For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.
  - (2) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 Fed. Reg. 26961), 3 C.F.R., 1977 Comp. p. 121 particularly § 2 and 5
- (c) Coastal Zone Management
  - (1) The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.) § 307(c) and as amended particularly in 16 U.S.C. 1456(c) and (d)
- (d) Sole source aquifers
  - (1) The Safe Drinking Water Act of 1974 (42 U.S.C. 300(f) et seq., 21 U.S.C. 349), as amended, 42 U.S.C. 300h-3(e)
  - (2) Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. Part 149)
- (e) Endangered species
  - (1) The Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended, particularly section 7 (16 U.S.C. 1536)
- (f) Wild and scenic rivers
  - (1) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) and as amended, particularly in 16 U.S.C. 1278(b) and (c)
- (g) Air quality
  - (1) The Clean Air Act (42 U.S.C. 7401 et seq.) and as amended 42 U.S.C. 7506(c) and (d)
  - (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency 40 C.F.R. Parts 6, 51, and 93)
- (h) Farmland protection

- (1) Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 et seq.)
- (2) Farmland Protection Policy (7 C.F.R. Part 658)
- (i) HUD environmental standards
  - (1) Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3))
  - (2) HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979)
- (j) Environmental justice
  - (1) Executive Order 12898 of February 11, 1994 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 Fed. Reg. 7629), 3 C.F. R. 1994 Comp p. 859
- (k) Other requirements

See 24 C.F.R. § 58.6

#### VI. ACQUISITION or RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq.), 24 C.F.R. Part 42, and § 570.606

#### VII. FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 Fed. Reg. 77141)

#### VIII. ARCHITECTURAL BARRIERS or BUILDING CONSTRUCTION

The Contractor and/or the Company shall ensure that the plans and specifications for construction of, improvements to, or the renovation of buildings, related to this project and located on the Company's project site, have been received by the Texas Department of Licensing and Regulation (TDLR) concerning the elimination of architectural barriers encountered by persons with disabilities as specified in Chapter 469, Texas Government Code, and the rules promulgated thereunder. The plans and specifications shall be sent to the TDLR, Architectural Barriers Division, P.O. Box 12157, Austin, Texas, 78711.

For projects involving the construction of a new building or the alteration or enlargement of an existing building, the Contractor and/or the Company shall ensure the plans and specifications have been sealed, signed and dated by a duly registered Texas architect, unless the Architects' Registration Law, Chapter 1051, Texas Occupations Code, specifically provides that the project's plans and specifications may be prepared by a non-architect. Further information or questions about the applicability of the Architects' Registration Law should be directed to the Texas Board of Architectural Examiners located at 333 Guadalupe, Suite 2-350, Austin, Texas, 78701.



## *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 vote on a proposed FY2011 tax rate and schedule public hearings on the tax rate and budget.

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

**PREFERRED MEETING DATE REQUESTED:** August 17, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** SUMTER

**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: 2 PM - Discussion regarding Security Needs and Issues at the Government Center.**

**CHECK ONE:**

☐ **CONSENT**

☐ **ACTION**

☐ **EXECUTIVE SESSION**

☒ **WORKSHOP**

☐ **PROCLAMATION**

☐ **PRESENTATION**

**PREFERRED MEETING DATE REQUESTED: August 17, 2010**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Debbie Ingalsbe**

**SPONSORED BY: Debbie Ingalsbe**

**SUMMARY: The Court requested that this item come back as a workshop to discuss security needs at the Government Center.**