

**Commissioners Court -August 24, 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 **24<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: Dr. Terry Colley, Pastor from the Baptist Church of Driftwood**

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

**PRESENTATIONS & PROCLAMATIONS**

1	4	Presentation by Jeff Hauff, Grants Administrator on the status of current Park Bond projects. <b>SUMTER</b>
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**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

2	5	Approve payments of county invoices. <b>HERZOG</b>
3	6-7	Approve purchase of two new computer towers for Extension Office. <b>SUMTER/SCHRAMM</b>
4	8-9	Accept Juvenile Probation TJPC-I Amendment No. 5 grant funds and amend the budget accordingly. <b>SUMTER/WILLIAMS</b>
5	10-11	Accept Juvenile Probation TJPC-A Amendment No. 7 grant funds and amend the budget accordingly. <b>SUMTER/WILLIAMS</b>
6	12-13	Amend Budget of Juvenile Probation TJPC X Grant to use savings in overtime, FICA and miscellaneous to purchase security camera, signs and fuel. <b>SUMTER/WILLIAMS</b>
7	14-23	Authorize County Judge to execute contract for up to \$12,000.00 from the Texas Department of State Health Services for the Title V Prenatal program. <b>SUMTER/HARGRAVES</b>
8	24-30	Authorize County Judge to execute Contract with Department of State Health Services (DSHS) for on-line computer services related to certification of vital records in the County Clerk's Office. <b>SUMTER/FRITSCHKE</b>
9	31	Approve cancellation of September 7, 2010 Commissioner Court meeting. <b>SUMTER</b>
10	32-35	Amend the budget for Juvenile Probation and County Court @ Law for Continuing Education. <b>INGALSBEE/WILLIAMS</b>
11	36-38	Authorize the County Judge to execute a professional services agreement with Tyler Technologies for onsite OCA 2010 configuration support for the County Clerk's Office. <b>SUMTER/FRITSCHKE</b>
12	39-40	Amend Justice Court Technology Fund for Continuing Education. <b>CONLEY/CABLE/HERZOG</b>
13	41-42	Amend Historical Jail Restoration budget to use savings in Miscellaneous Capital Improvements for lawn care. <b>SUMTER/JOHNSON</b>
14	43-44	Amend Historical Commission-Buck Winn budget for purchase of camcorder and authorize payment of invoice when no purchase order was obtained. <b>SUMTER/JOHNSON</b>
15	45-48	Approve specifications and authorize Purchasing to advertise RFP #2010-P19, a Request for Qualifications, for services to revise the Hays County Parks and Open Space Master Plan. <b>SUMTER/HAUFF/MAIORKA</b>
16	49-53	Amend the budget for various departments to provide additional funding. <b>SUMTER</b>

## ACTION ITEMS

### ROADS

17	54-56	Call for a public hearing on September 7, 2010 to establish traffic regulations on Oak Grove Road at the intersection of Little Bear Road/Mourning Dove Lane. <b>BARTON/BORCHERDING</b>
18	57	Hold a public hearing to establish traffic regulations on Creek Rd, CR 190. <b>FORD/BORCHERDING</b>
19	58-59	Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the construction surety, accept maintenance bond and accept surety for re-vegetation for Shadow Creek Subdivision Phase 4, Section 1A and 2A. <b>BARTON/GARZA</b>

### MISCELLANEOUS

20	60-65	Discussion and possible action on evaluation criteria and submission process for projects submitted for funding under the remaining 2007 Park Bond funds. <b>SUMTER/HAUFF</b>
21	66-85	Discussion and possible action to authorize County Judge to execute an Agreement for Professional Services with Freese and Nichols, Inc. for drainage issues on Nutty Brown Road. <b>FORD/BORCHERDING</b>
22	86-87	Discussion and possible action to fill the County Extension Agent-Agriculture/Natural Resources position in Hays County. <b>SUMTER</b>
23	88	Discussion and possible action to allow the Road Department to perform one-time maintenance of Antioch Cemetery on Old Black Colony Road near Buda. <b>BARTON/BORCHERDING</b>
24	89-90	Discussion and possible action to release the FY10 budgeted one time county employee cost of living adjustment on September 1, 2010. <b>SUMTER</b>
25	91-92	Discussion and possible action to authorize the County Judge to execute a Contract for Engineering Services Supplemental #1 to the Professional Services Agreement and Work Authorization No.5 with Klotz Associates for FM1626. <b>BARTON</b>
26	93-97	Discussion and possible action to amend the Development Services budget to purchase two computers and a replacement high-capacity scanner. <b>SUMTER/WRIGHT</b>
27	98-99	Discussion and possible action to authorize Commissioner Ford and Hays County Water Conservation Working Group to develop and distribute informational materials on rainwater collection. <b>FORD</b>
28	100-102	Discussion and possible action to declare an emergency and amend the budget of the Juvenile Detention Center. <b>SUMTER</b>
29	103-122	Discussion and possible action to increase commitments from Hays County to the Greater San Marcos Economic Development Corporation (i.e. Partners for Progress) in order to fund the implementation plan developed out of our planning process. <b>CONLEY/INGALSBE</b>
30	123	Discussion and possible action to adopt an FY2011 proposed budget, set a public hearing date on FY2011 proposed budget and publish the budget hearing date. <b>SUMTER</b>

### EXECUTIVE SESSIONS

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

### STANDING AGENDA ITEM

31	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>
32	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>
33	Departmental Budget Review. Possible action may follow. <b>SUMTER</b>

## **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 20<sup>TH</sup> day of August, 2010

### **COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Presentation by Jeff Hauff, Grants Administrator on the status of current Park Bond projects.**

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED: N/A**

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

**REQUESTED BY: Hauff**

**SPONSORED BY: Ford**

**SUMMARY:**

**An update will be provided on the status of current Park Bond funded projects.**

# *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**

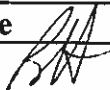
**PREFERRED MEETING DATE REQUESTED: 8/24/10**

**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: Purchase two new computer towers for Extension Office**

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED: \$2360.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-660-00.5211 - \$1130**

**001-660-00.5271 - \$1230**

**REQUESTED BY: Susan Schramm, Extension Office**

**SPONSORED BY: Judge Sumter**

**SUMMARY: Replace support staff computers. Move monies from Office/Computer Supplies & Fuel to Computer Equipment (001-660-00.5712).**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve Purchase two new computer towers for Extension Office

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$2,360.00

**LINE ITEM NUMBER:** 001-660-00.5211 - \$1130 & 001-660-00.5271 - \$1230

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

## *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: Accept Juvenile Probation TJPC-I Amendment No. 5 grant funds and amend the budget accordingly.**

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED: \$17,100**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-686-99-056.5361**

**REQUESTED BY: Shelly Williams**

**SPONSORED BY: Liz Sumter**

**The Texas Juvenile Probation Commission has awarded Hays County an additional 17,100 to be used for contract detention services.**

**Budget Amendment;**

**001-686-99-056.4301 – Intergovernmental Revenue: (17,100.00)**

**001-686-99-056.5361 – Contract Inmate Detention: 17,100.00**



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Accept Juvenile Probation TJPC-I Amendment No. 5 grant funds and amend the budget accordingly.

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT:** \$17,100.00

**LINE ITEM NUMBER:**001-686-99-056.5361

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

*Typically Requires 9 Business Day Review*

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

**COMMENTS:**

## **COMMISIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Accept Juvenile Probation TJPC-A Amendment No. 7 grant funds and amend the budget accordingly.**

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED: \$13,000**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-686-99-027.5712**

**REQUESTED BY: Shelly Williams**

**SPONSORED BY: Liz Sumter**

**The Texas Juvenile Probation Commission has awarded Hays County an additional 13,000 to purchase computer hardware in preparation for the future installation and use of the TJPC Juvenile Case Management System.**

**Budget Amendment;**

**001-686-99-027.4301 – Intergovernmental Revenue: (13,000.00)**

**001-686-99-027.5712 – Computer Hardware: 13,000.00**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Accept Juvenile Probation TJPC-A Amendment No. 7 grant funds and amend the budget accordingly

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$13,000.00

**LINE ITEM NUMBER:**001-686-99-027.5712

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend Juvenile Probation TJPC X Grant to use savings in overtime, FICA and miscellaneous to purchase security camera, signs and gasoline.

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$3,399.55

**LINE ITEM NUMBER:** 001-686-99-035.5719 \$1,598.55    011-686-035.5711 \$351.00    001-686-99-035.5501

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:**

**Authorize County Judge to execute contract for up to \$12,000.00 from the Texas Department of State Health Services for the Title V Prenatal program.**

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

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Priscilla Hargraves

**SPONSORED BY:** Judge Sumter

**SUMMARY:**

**This is an annual contract between Texas Department of State Health Services and Hays County Personal Health Department to provide prenatal services for the Title V-eligible clients prior to their eligibility for the CHIP Perinate or Medicaid program. This contract provides funding for the program from September 1, 2010 through August 31, 2011. The application for this grant was approved by Commissioners Court on May 11, 2010.**

CONTRACT NO.2011-036659  
PROGRAM ATTACHMENT NO.001  
PURCHASE ORDER NO.0000365617

CONTRACTOR: HAYS COUNTY PERSONAL HEALTH DEPARTMENT

DSHS PROGRAM: CHS - Prenatal Services

TERM: 09/01/2010 THRU: 08/31/2011

SECTION I. STATEMENT OF WORK:

Contractor shall provide or assure the provision of prenatal services that include screening and eligibility determination, direct clinical services, laboratory services, Title V Children and Pregnant Women (Title V CPW) case management, and appropriate referrals as necessary. Contractor shall provide services approved in the Contractor's application or shall have an established referral relationship with a qualified provider of each approved service, which it does not provide.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards and guidelines in effect on the beginning date of this Program Attachment unless amended, including but not limited to:

- Title V of the Social Security Act, 42 USC § 701, *et seq.*

The following documents are incorporated by reference and made a part of this Program Attachment. These include:

- DSHS FY11 Competitive Request for Proposal (RFP) for Title V Fee for Services Contracts - Child Health & Dental Services, Prenatal Services, and Genetic Services;
- Contractor's Response to FY11 Competitive RFP Title V Fee for Services Contracts - Child Health & Dental Services, Prenatal Services, and Genetic Services;
- Current Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service;
- DSHS *Department of State Health Services Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
- DSHS Core Tool On-Site Evaluation Report, revised for 2011, or latest revision, and Core Tool Monitoring Instructions, FY2011; or latest revision; and
- DSHS Title V Maternal, Child Health, Dysplasia, Family Planning On-site Evaluation Report, revised for 2011, or latest revision, and Title V Tool Monitoring Instructions, FY2011; or latest revision.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it shall not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Applicants awarded a contract for the current fiscal year shall thereby begin operations within thirty (30) days of contract execution.

All activities must be performed in accordance with Contractor's final approved work plan.

DSHS Health Service Regional Director or designee, as coordinator of regional services, will assist DSHS staff in providing direction to Contractor. DSHS personnel may, from time to time, provide technical assistance and training to Contractor. Contractor shall cooperate with DSHS staff to attain the goals of policy application, coordinated services, and quality assurance.

#### Eligible Population:

To be eligible for Title V Prenatal Services, an individual must be:

- A female of child bearing age;
- A Texas resident;
- In financial need based on a gross family income at or below 185% of the most recent Federal Poverty Level; and
- Ineligible for other programs/benefits providing the same services.

Pregnant women, who would otherwise meet Title V eligibility requirements, shall also be regarded as potentially Title V eligible. Individual client eligibility will be determined on an annual basis, and at other times as necessary, based upon change in pregnancy status or income.

Service Area: Hays.

Location: Multiple clinic locations identified through the DSHS website at: [http://www.dshs.state.tx.us/mch/fee/locator\\_prenatal/locator.shtm](http://www.dshs.state.tx.us/mch/fee/locator_prenatal/locator.shtm).

#### SECTION II. PERFORMANCE MEASURES:

The following performance measure(s) will be used to assess, in part, the Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

- Contractor shall provide prenatal services to at least 136 unduplicated clients.
- At least 30% of the total amount of this Program Attachment shall be for prenatal services provided to Title V eligible individuals ages one (1) through twenty-one (21) by Contractor.
- Not more than 70% of the total amount of this Program Attachment shall be for services provided to Title V eligible women ages 22 and over.



- Contractor shall screen 100% of individuals considered for Title V eligibility with a DSHS-approved screening process, and refer to other programs and funding sources as appropriate.

### SECTION III. SOLICITATION DOCUMENT:

Request for Proposal for Title V Fee for Services Contracts - Child Health & Dental Services, Prenatal Services, and Genetic Services issued on April 6, 2010, RFP #DFCHS-0388.1

### SECTION IV. RENEWALS:

Contract renewals are contingent upon satisfactory performance and continued availability of funding. The contract may be renewed for up to four (4) additional twelve- (12) month periods.

### SECTION V. PAYMENT METHOD: Fee-for-Service

### SECTION VI. BILLING INSTRUCTIONS:

Within 30 days following the end of the month, Contractor shall request payment using the Monthly Reimbursement Request (MRR), for Title V Fee for Service Program (Form #EF21-12005). With each MRR, contractor shall submit the following acceptable supporting documentation for reimbursement of the required services/deliverables:

- Title V Maternal-Child Services Report (Prenatal) – 185 (Form EF21-12005);
- Title V Maternal-Child Services Report (Prenatal) – 186 (Form EF21-12005);  
and
- Monthly Aggregate Activity Report (Prenatal) (Form EF21-12005). Each report shall detail the total unduplicated number of clients seen for the first time within a service category type during the contract period by age, and race/ethnicity. Billing requests will not be processed for payment by DSHS unless accompanied by a complete corresponding aggregate report.

MRRs and supporting documentation shall either be emailed to the Family and Community Health Services Division, Performance Management Unit, Contract Development & Support Branch (CDSB) at [cdsb@dshs.state.tx.us](mailto:cdsb@dshs.state.tx.us), or faxed to CDSB at: (512) 458-7235.

MRRs shall be emailed also to the DSHS Claims Processing Unit (CPU) at [invoices@dshs.state.tx.us](mailto:invoices@dshs.state.tx.us), or faxed to CPU at (512) 458-7442.

MRRs shall be submitted each month even if there are zero expenditures. MRRs are submitted each month for actual expenditures of the program even if the contract limit has been reached.

Contractor shall request payment from DSHS as directed by the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Services whether via

voucher or a web-based system.

No later than 60 days after the end of the Program Attachment term, Contractor shall submit the final Request for Advance or Reimbursement Form 270 (DSHS Form GC-10). The original, signed version of Form 270 shall be mailed to the DSHS CPU at:

Department of State Health Services  
Claims Processing Unit, Mail Code 1940  
P.O. Box 149347  
Austin, TX 78714-9347

Form 270 shall be emailed also to CDSB at cdsb@dshs.state.tx.us.

#### SECTION VII. BUDGET: Fee for Service

SOURCE OF FUNDS: CFDA # 93.994; State

Contractor shall adhere to the current schedule of allowable services and rates as referenced in the Policies and Procedures Manual for Child Health and Dental Fee for Service and Title V Prenatal Fee for Service.

Total payments will not exceed \$12,000.00.

#### SECTION VIII. SPECIAL PROVISIONS:

For purposes of this Program Attachment only, the following provisions shall apply:

General Provisions, **Compliance and Reporting** Article I, is revised to include:

Contractor shall report to DSHS using established reports as directed by the Policies and Procedures Manual for Title V Child Health and Dental Fee for Service and Title V Prenatal Fee for Service, and other data and/or reports deemed necessary by DSHS, upon reasonable notice to Contractor.

**Eligibility:** All individuals considered for Title V eligibility must be screened and determined eligible using a DSHS or Title V program-approved screening process as updated in the spring of each year when federal poverty levels and eligibility determination forms are revised.

General Provisions, **Services** Article II, is revised to include:

**Co-pay:** Contractor may assess a co-pay from clients who receive services under this Program Attachment. A co-pay shall not be assessed from such clients if their family income is at or below 100% of the most recently defined federal poverty level. A co-pay assessment shall not exceed 25% of the authorized and approved reimbursement amount for allowed services. A client shall not be denied services due to inability to pay.

Contractor shall make reasonable efforts to investigate and apply for all other sources of third party funding available to, or identified by, the client before submitting claims for allowable costs.

General Provisions, **Funding** Article III, is revised to include:

Program Income may be collected and retained by Contractor so long as it is used to provide services specified in the scope of work detailed in this Program Attachment. The use of Program Income shall be reported on the monthly billing vouchers for services provided to Title V eligible clients.

General Provisions, **Payment Methods and Restrictions** Article IV, is revised to include:

Contractor's contract amount under this Program Attachment is a ceiling against which it may bill, on a fee-for-service basis, for the provision of allowable services to Title V eligible clients. Only allowable services provided to Title V eligible clients may be billed against this ceiling. The current schedule of allowable services and rates, as well as Title V eligibility requirements, may be modified at the sole discretion of DSHS with thirty (30) days written notice to Contractor. The notice will provide Contractor with an opportunity to terminate this Program Attachment should the modification include a reduction in rates. Contractor shall have thirty (30) days from receipt of this notice to exercise the option for termination. If the Contractor does not exercise the option during the thirty (30) day time period, Contractor shall be deemed to have waived the option.

A Request for "Advance or Reimbursement", Form 270 (Form GC-10), or the form specified in the Contractor's Financial Procedures Manual, is due no later than sixty (60) days after the end of the Program Attachment term. This report shall be marked "Final".

**Billing Requirements:** Contractor shall bill DSHS on a monthly basis for allowable services provided to Title V eligible clients. Bills for all allowable services shall be submitted as aggregate activity reports with a DSHS Monthly Reimbursement Request and shall not refer to or identify individual clients. Contractor shall bill within thirty (30) days after the end of the month in which services were provided or within sixty (60) days in cases of potentially Medicaid eligible individuals who are denied eligibility by the Health and Human Services Commission. All bills shall be submitted within sixty (60) days of the end of the Program Attachment term.

In billing DSHS, Contractor shall certify that all billed services have been provided only to individuals who have been determined to be eligible for Title V services. DSHS will pay Contractor for all acceptable vouchers submitted up to Contractor's contract ceiling amount. Billing vouchers submitted outside of the timeframes indicated above shall be subject to disallowance.

**Billing Activity:** DSHS shall distribute funds in a way that will maximize the delivery of

authorized services to eligible clients. DSHS will monitor Contractor's billing activity. If utilization is below that projected in Contractor's contract ceiling amount, shown in SECTION VII. BUDGET, Contractor's ceiling may be subject to a decrease for the remainder of the Program Attachment period. Contractor may be subject to contract ceiling amount decreases if Contractor's billing activity is less than projected.

DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of the State and the DSHS Program to do so, and if funds are available. If Contractor exceeds the ceiling amount of the Program Attachment, Contractor shall continue to bill DSHS for the services provided. DSHS may pay for these additional services if funds become available at a later date.

General Provisions, **Terms and Conditions of Payment** Article V, is replaced with the following:

Contractor shall accept reimbursement or payment from DSHS and any applicable fees from clients for clinical health services as payment in full for services or goods provided to clients. Contractor shall not seek additional reimbursement or payment for services or goods from clients other than applicable fees for clinical health services.

General Provisions, **Access and Inspection** Article IX, is revised to include:

Contractor shall allow DSHS to conduct on-site quality assurance reviews as deemed necessary by DSHS. Unsatisfactory review findings may result in implementation of General Provisions, **Breach of Contract and Remedies for Non-Compliance** Article XIV.

General Provisions, **Assurances and Certifications** Article XI, is revised to include:

If appropriate, Contractor certifies that neither the Contractor, nor any individual who has a direct or indirect ownership or controlling interest of 5% or more of the Contracting Agency, nor any officer, director, agent or managing employee (e.g. general manager, business manager, administrator, director, or like individual who exercises operational or managerial control over the Contractor or who directly or indirectly conducts the day-to-day business of the Contractor is an entity or individual who:

- Has been convicted of any offense under 42 U.S.C. § 1320a-7(b)(1)-(3);
- Has had a civil monetary penalty assessed under 42 U.S.C. § 1320a and/or 42 U.S.C. § 1320a-8; or,
- Has been excluded from participation in a program under 42 U.S.C. § 1395 *et seq.*; or under a State health care program.

If the foregoing statement is not true, Contractor shall submit a disclosure/ownership form to DSHS. Contractor shall immediately notify the DSHS in writing, in the event that the foregoing statement changes during the term of this Program Attachment. A false statement

regarding Contractor's status will be treated as a material misrepresentation.

General Provisions, **General Business Operations of Contractor** Article XII, is revised to include:

Contractor shall notify the Contract Development and Support Branch in writing of any clinic site information changes, e.g., changes in contact person, hours of operation, address, Texas Provider Identification (TPI) number, National Provider Identification (NPI) number, the closure, relocation, and/or opening of clinic site(s).

## DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

### I. Identifying Information

Name of Entity: HAYS COUNTY PERSONAL HEALTH DEPARTMENT	D/B/A	Provider No.: 138405904	Vendor No.: 17460022415	Telephone No.: (512) 393-5520
Street Address: 401 A Broadway		City, County, State: San Marcos, Hays TX	Zip Code: 78666	

II. Answer the following questions by checking "Yes" or "No." If any of the questions are answered "Yes," list names and addresses of individuals or corporations under Remarks on page 2. Identify each item number to be continued.

(a) Are there any individuals or organizations having a direct or indirect ownership or control interest of 5 percent or more in the institution, organization, or agency that have been convicted of a criminal offense related to the involvement of such persons, or organizations in any of the programs established by titles XVIII, XIX, or XX?

Yes \_\_\_ No X

(b) Are there any directors, officers, agents, or managing employees of the institution, agency or organization who have ever been convicted of a criminal offense related to their involvement in such programs established by titles XVIII, XIX, or XX?

Yes \_\_\_ No X

(c) Are there any individuals currently employed by the institution, agency, or organization in a managerial, accounting, auditing, or similar capacity who were employed by the institution's, organization's, or agency's fiscal intermediary or carrier within the previous 12 months? (Title XVIII providers only)

Yes \_\_\_ No N/A

II. (a) List names, addresses for individuals, or the EIN for organizations having direct or indirect ownership or a controlling interest in the entity. (See instructions for definition of ownership and controlling interest.) List any additional names and addresses under "Remarks" on page 2. If more than one individual is reported and any of these persons are related to each other, this must be reported under Remarks.

N/A

Name	Address	EIN #
------	---------	-------

(b) Type of Entity: Sole Proprietorship \_\_\_ Partnership \_\_\_ Corporation \_\_\_  
Unincorporated Associations \_\_\_ Other (Specify) \_\_\_\_\_

(c) If the disclosing entity is a corporation, list names, addresses of the Directors, and EINs for corporations under Remarks.

N/A

Check appropriate box for each of the following questions:

(d) Are any owners of the disclosing entity also owners of other Medicare/Medicaid facilities? (Example: sole proprietor, partnership or members of Board of Directors.) If yes, list names, addresses of individuals and provider numbers.

Yes \_\_\_ No X

Name	Address	Provider Number
------	---------	-----------------

DEPARTMENT OF STATE HEALTH SERVICES

IV. (a) Has there been a change in ownership or control within the last year?

If yes, give date \_\_\_\_\_

Yes\_\_\_ No X

(b) Do you anticipate any change of ownership or control within the year?

If yes, when? \_\_\_\_\_

Yes\_\_\_ No X

(c) Do you anticipate filing for bankruptcy within the year?

If yes, when? \_\_\_\_\_

Yes\_\_\_ No X

V. Is this facility operated by a management company, or leased in whole or part by another organization?

If yes, give date of change in operations \_\_\_\_\_

Yes\_\_\_ No X

VI. Has there been a change in Administrator, Director of Nursing, or Medical Director within the last year?

Yes\_\_\_ No X

VII. (a) Is this facility chain affiliated? (If yes, list name, address of Corporation, and EIN)

Yes\_\_\_ No X

Name

EIN #

(b) If the answer to Question VII(a) is No, was the facility ever affiliated with a chain?

(If yes, list Name, Address of Corporation, and EIN)

Yes\_\_\_ No X

Name

EIN #

Address

VIII. Have you increased your bed capacity by 10 percent or more or by 10 beds, whichever is greater, within the last 2 years?

N/A

Yes \_\_\_ No \_\_\_

If yes, give year of change \_\_\_\_\_

Current beds \_\_\_\_\_ Prior beds \_\_\_\_\_

WHOEVER KNOWINGLY AND WILLFULLY MAKES OR CAUSES TO BE MADE A FALSE STATEMENT OR REPRESENTATION OF THIS STATEMENT, MAY BE PROSECUTED UNDER APPLICABLE FEDERAL OR STATE LAWS. IN ADDITION, KNOWINGLY AND WILLFULLY FAILING TO FULLY AND ACCURATELY DISCLOSE THE INFORMATION REQUESTED MAY RESULT IN DENIAL OF A REQUEST TO PARTICIPATE OR WHERE THE ENTITY ALREADY PARTICIPATES, A TERMINATION OF ITS AGREEMENT OR CONTRACT WITH DSHS.

Name of Authorized Representative (Typed)

Elizabeth Sumter

Title

Hays County Judge

Signature

Date

Remarks:

## *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 CONTRACT WITH DEPT. OF STATE HEALTH SERVICES (DSHS)  
FOR ON-LINE COMPUTER SERVICES RELATED TO CERTIFICATION OF  
VITAL RECORDS IN THE COUNTY CLERK'S OFFICE**

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

**PREFERRED MEETING DATE REQUESTED: AUGUST 24, 2010**

**AMOUNT REQUIRED: -0-**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: FRITSCH**

**SPONSORED BY: SUMTER**

#### **SUMMARY:**

Contract Number 2011-036188-001 is an ongoing contract that allows the County Clerk to provide Birth Certificates for anyone born in the State of Texas through an on-line connection with DSHS Vital Statistics Unit. The State is reimbursed a small portion of the fee charged by the County for each birth certificate issued.



## DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2011-036188-001 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Performing Agency), an agency of the State of Texas, for DSHS Program Vital Statistics Unit and HAYS COUNTY (Receiving Agency), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** Performing Agency agrees to provide and Receiving Agency agrees to purchase the services and/or goods as described in this Contract.
2. **Total Amount of the Contract.** The total amount of this Contract shall be determined by the number of birth certificates printed as a result of searches of the database.
3. **Term of the Contract.** This Contract begins on 09/01/2010 and ends on 08/31/2012. The Parties are not responsible for performance under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
4. **Authority.** Performing Agency enters into this Contract under the authority of Health and Safety Code, Chapter 1001. If this is an interagency, contract authority is also granted through the Texas Government Code, Interagency Cooperation Act, Chapter 771 et seq. If this contract is an interlocal, contract authority is also granted through the Texas Government Code, Interlocal Cooperation Act, Chapter 791 et seq.
5. **Documents Forming Contract.** The Contract consists of the following:
  - a. Core Contract (this document)
  - b. Exhibits, if applicable

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by Performing Agency and Receiving Agency and incorporated herein through written amendment.

This Contract may be modified within the Contract period by written amendment signed by both Parties.

### 6. **Statement of Work.**

Performing Agency agrees to provide on-line computer services in support of Receiving Agency from 7:00 a.m. to 6:00 p.m. Monday thru Friday, except holidays. In the event of an emergency or computer application error, Performing Agency may temporarily suspend services without advance notice.

Receiving Agency will search Performing Agency databases, locate data, and issue Certifications of Vital Records to authorized individuals requesting such data. The certifications will be in a format formally approved by Performing Agency. No limit will be established on the number of searches per month not resulting in issuance of a certification, provided the number is reasonable.

Receiving Agency will acquire the necessary data processing equipment, communications, hardware or software, and purchase "bank note" paper, as specified by Performing Agency. Performing Agency will assist in connection of the equipment, furnish software program and provide technical assistance, if necessary.

Receiving Agency acknowledges that records may not be located in the searching process instituted by Receiving Agency or records, which are located, may have errors due to:

- A) normal key-entry errors in spellings;
- B) accidental failure on the part of the Performing Agency to update a file for an amendment or paternity determination; and
- C) the event year does not exist on the system.

Receiving Agency will notify Performing Agency in writing, at least monthly of errors or suspected errors that exist on the data base information.

Receiving Agency is to maintain an inventory control and account for each document produced on "bank note" paper, including voided documents.

Receiving Agency is responsible for maintaining a system of vital record keeping that is in accordance with Chapters 195 of the Health and Safety Code and the regulations adopted there under.

7. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by DSHS or goods provided under this Contract:

Name: Department of State Health Services  
Address: 1100 West 49<sup>th</sup> Street  
Austin, Texas 78756-3199  
Vendor Identification Number: 35375375371000

8. **Payment Method.**

Fee for Service

Receiving Agency agrees to reimburse Performing Agency \$1.83 (One Dollar and 83/100) for each Certification of Vital Record printed as a result of searches of the database.

Receiving Agency agrees to charge the same base search fee for a birth certificate as Performing Agency. Additional fees may only be charged as authorized by Texas Health and Safety Code 191.

9. **Billing Instruction.** Performing Agency will submit a monthly itemized billing showing the number of transactions by date to Receiving Agency and payment will be made no later than thirty (30) days following the billing date. Payment will be considered made on the date postmarked.

10. **Confidentiality.** Parties are required to comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain Protected Health Information (PHI), or other information or records made confidential by law. Receiving Agency will maintain sufficient safeguards to prevent release or disclosure of any information obtained hereunder to anyone other than Receiving Agency employee(s) or those who have an official need for the information and are authorized to receive such records. Receiving Agency further agrees records obtained and issued, as specified under this contract, will be used for purposes as herein set out and the use of these records or data for other purposes must be agreed to in writing by both parties.

11. **Security of Patient or Client Records.** Receiving Agency agrees that all data received from Performing Agency shall be treated as confidential, and ensure all information provided to outsourced entities remains confidential and utilized as specified in any pertinent written agreements. Data will not be used for any purpose other than that specifically set forth herein. Data will not be made available to any other individual or organization without proper consent. Data will be maintained to prevent unauthorized access and will not be used to track back to any individual or organization identified by the data. Receiving Agency agrees to implement all reasonable and necessary procedures to ensure that only authorized users will have access and will notify Performing Agency immediately should it detect a security violation by one of its employees or any other person. Receiving Agency is responsible for insuring that authorized Receiving Agency employee(s) use only their own individual passwords while logged into Performing Agency on-line computer applications.

Performing Agency will inactivate any individual who does not use their account for ninety (90) days. Receiving Agency shall notify Performing Agency of all branch locations.

12. **Suspension of Services Under This Contract.** In the event of an emergency or computer overload, Performing Agency may temporarily suspend services without advance notice. This Contract may be immediately suspended upon reasonable suspicion by Performing Agency that the terms of this Contract have been violated. Performing Agency further reserves the right to terminate this Contract if, after reasonable notice and investigation, it is concluded that a violation of this Contract has occurred.

13. **Liability for Harm.** It is expressly understood that Performing Agency makes no guarantee of accuracy regarding the data provided to Receiving Agency under this contract.

14. **Termination.** This Contract may be terminated by mutual agreement of both parties. Either party may terminate this Contract by giving 30 day's written notice of its intent to terminate. Written notice may be sent by any method, which provides verification of receipt, and the 30 days will be calculated from the date of receipt. This Contract may be terminated for cause by either party for breach or failure to perform an essential requirement of the Contract.

Performing Agency reserves the right to limit or cancel access under this Contract should Performing Agency determine that it has insufficient capacity in its computer system to maintain current levels of transactions by Receiving Agency and/or that continued access by Receiving Agency is detrimental to the overall efficiency and operation of Performing Agency's computer systems. Any such limitation or termination of services will be upon written notice to Receiving Agency by Performing Agency.

Upon termination of all or part of this Contract, Department and Receiving Agency will be discharged from any further obligation created under the applicable terms of this Contract except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination.

15. **Terms & Conditions.**

**A. Federal and State Laws, Rules and Ordinances.** Parties shall comply with all applicable federal and state statutes, rules and regulations.

**B. Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, the Contract shall be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit shall be Travis County, Texas.

**C. Exchange of Client-Identifying Information.** Except as prohibited by other law, Receiving Agency and Performing Agency shall exchange Public Health Information (PHI) without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Health and Safety Code § 533.009 and Rule Chapter 414, Subchapter A or other applicable law or rules. Contractor shall disclose information described in Health and Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Health and Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

**D. Records Retention.** DSHS shall retain records in accordance with the Department's State of Texas Records Retention Schedule, located at, Department Rules and other applicable state and federal statutes and regulations governing medical, mental health, and substance abuse information.

**E. Severability and Ambiguity.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. Parties represent and

agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

**F. Legal Notice.** Any notice required or permitted to be given by the provisions of this Contract shall be deemed to have been received by a Party on the third business day after the date on which it was mailed to the Party at the address first given above (or at such other address as the Party shall specify to the Receiving Agency in writing) or, if sent by certified mail, on the date of receipt.

**G. Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

**H. Waiver.** Acceptance by either party of partial performance or failure to complain of any action, non-action or default under this Contract shall not constitute a waiver of either party's rights under the Contract.

**I. Breach of Contract Claim.** The process for a breach of contract claim against the Department provided for in Chapter 2260 of Texas Government Code and implemented in the rules at 25 TAC §§1.431-1.447 shall be used by Performing Agency and Receiving Agency to attempt to resolve any claim for breach of contract made against Performing Agency.

**J. Inspections.**

Receiving Agency shall permit authorized Performing Agency personnel, during normal working hours, to conduct site visits and review such records as needed to ascertain compliance with the terms of this contract.

**K. Voided Records.**

To ensure compliance with Texas Administrative Code 181.24 Abused, Misused, or Flagged Records, Performing Agency is asking all Local office staff to be prudent in reviewing and checking record information on the computer screen prior to printing. The State Vital Statistics Unit does not honor nor encourage what some may consider "courtesy or free copies". All documents printed via the remote access system are considered legal and viable documents. Every time a specific record is printed, it is counted. Once a record has been printed 10 times, it can no longer be issued without authorization from the State Vital Statistics Unit Office. Records printed by accident should be reported to the Security Manager to reset the lifetime count. The State Vital Statistics Unit is not responsible for: printers not being turned on, printing to wrong printer, printers not working properly, the accidental printing of a wrong record. In order to reset the lifetime count of a customer, Receiving Agency must notify Performing Agency Security Manager in writing to clear voided records from the remote access system's customer lifetime counts and the original voided certificate must be sent into the State Vital Statistics Unit Office.

**L. Credits.**

Performing Agency will handle credit requests on a case-by-case basis. Credits may be considered in those cases of emergency situations, i.e., equipment and systems failures or inclement weather. Receiving Agency shall submit these requests in writing along with pertinent documentation to provide justification to the State Registrar and/or designee for approval. Performing Agency will provide written documentation to the Receiving Agency on the status of the approval of credit requests.

16. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES

HAYS COUNTY

By: \_\_\_\_\_  
Signature of Authorized Official

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Bob Burnette, C.P.M., CTPM

\_\_\_\_\_  
Printed Name and Title

Director, Client Services Contracting Unit

\_\_\_\_\_  
Address

1100 WEST 49TH STREET  
AUSTIN, TEXAS 78756

\_\_\_\_\_  
City, State, Zip

(512) 458-7470

\_\_\_\_\_  
Telephone Number

Bob.Burnette@dshs.state.tx.us

\_\_\_\_\_  
E-mail Address for Official Correspondence

## *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 cancellation of September 7, 2010 Commissioner Court meeting.*

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

**PREFERRED MEETING DATE REQUESTED:** August 24, 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: Amend Continuing Education in Juvenile Probation and County Court @ Law budgets in General Fund**

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

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED: \$ Within Department**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 01-686-00.5551 in Juvenile Probation**

**01-612-00.5551 in County Court @ Law 2**

**REQUESTED BY: Judge Rodriguez/Shelly Williams/Auditors Office**

**SPONSORED BY: Ingalsbe**

**SUMMARY:**

**Budget Amendment attached**

**In Juvenile Probation, additional continuing ed. is required for basic training for new officer.**

**In County Court @ Law, continuing ed. funds must be used for probate and family code books.**



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend Continuing Education in Juvenile Probation and County Court @ Law budgets in General Fund

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT:** See Budget Amendment

**LINE ITEM NUMBER:** 01-686-00.5551 Juvenile Probation 01612-00.5551 County Court@ Law 2

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

**PAYMENT TERMS ACCEPTABLE:**N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

*Typically Requires 9 Business Day Review*

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

FUND NO. 001  
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>		Appropriation before	<u>Amendment</u>		Appropriation as
		<u>Amendment</u>	<u>Increases</u>	<u>Decreases</u>	<u>Amended</u>
<b><u>COUNTY COURT @ LAW 2 (612):</u></b>					
001-612-00.5213	Books	1,000	685		1,685
001-612-00.5551	Continuing Ed.	900		(318)	582
001-612-00.5302	Dues & Bonds	500		(110)	390
001-612-00.5461	Printing	600		(75)	525
001-612-00.5473	Eqpt Lease	3,300		(81)	3,219
<b><u>COUNTY COURT @ LAW 1 (611):</u></b>					
001-611-00.5551	Continuing Ed	1,744		(46)	1,698
001-611-00.5302	Dues & Bonds	290		(55)	235
				<u>(685)</u>	
Transfer for book expense for County Courts @ Law					
<b><u>JUVENILE PROBATION (686):</u></b>					
001-686-00.5551	Continuing Ed	7,100	300		7,400
001-686-00.5361	Contract Detention	324,250		(300)	323,950
Transfer for balance of officer training					

ORDER AMENDING THE COUNTY OF HAYS BUDGET  
FOR FY ENDING SEPTEMBER 30, 2010

THE STATE OF TEXAS  
COUNTY OF HAYS

WHEREAS, on the 24<sup>th</sup> day of August, A.D., 2010, the Commissioners' Court of Hays County, Texas

has determined that a need exists for the reallocation of certain appropriations included in the FY 2010 Budget in accordance with the attached list which is hereby made a part hereof. It was also determined and agreed that the need was of such a nature as to justify and require amendment of the Budget, as provided in Section 111.010(D), Local Government Code.

NOW, THEREFORE, the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, pursuant to the authority granted to it under Section 111.010(D), Local Government Code, ORDERS that the pertinent parts of the County of Hays Budget for the Fiscal Year ending September 30, 2010 be and they are hereby amended as indicated on the attached list.

It is the further order of the COMMISSIONERS' COURT that a copy of the amendment provided herein be filed with the Clerk of the County Court of Hays County, with instructions that it be attached to the Budget originally adopted and now on file in the office of the County Clerk.

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 24<sup>th</sup> day of August, 2010.

FOR ( ) \_\_\_\_\_  
AGAINST ( ) ELIZABETH 'LIZ' SUMTER  
ABSTAIN ( ) COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR ( ) \_\_\_\_\_  
AGAINST ( ) DEBBIE GONZALES - INGALSBE  
ABSTAIN ( ) COMMISSIONER, PRECINCT 1

FOR ( ) \_\_\_\_\_  
AGAINST ( ) JEFF BARTON  
ABSTAIN ( ) COMMISSIONER, PRECINCT 2

FOR ( ) \_\_\_\_\_  
AGAINST ( ) WILL CONLEY  
ABSTAIN ( ) COMMISSIONER, PRECINCT 3

FOR ( ) \_\_\_\_\_  
AGAINST ( ) KAREN FORD  
ABSTAIN ( ) COMMISSIONER, PRECINCT 4

ATTEST:

\_\_\_\_\_  
LINDA C. FRITSCHER  
COUNTY CLERK, HAYS COUNTY, TEXAS

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

#### **AGENDA ITEM:**

**AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH TYLER TECHNOLOGIES FOR ONSITE OCA 2010 CONFIGURATION SUPPORT FOR THE COUNTY CLERK'S OFFICE**

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

**PREFERRED MEETING DATE REQUESTED: AUGUST 24, 2010**

**AMOUNT REQUIRED: \$ 2600.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: Contract Services #101-617-10.5448**

**REQUESTED BY: FRITSCHÉ**

**SPONSORED BY: SUMTER**

#### **SUMMARY:**

**The Office of Court Administration (OCA) is requiring more detailed reporting of Court cases which requires new configuration/mapping of case event codes. Tyler Technologies will provide onsite OCA2010 configuration, journaling and error correction support from an Implementation Specialist which will insure that the changes made will be done in a timely manner with error free results.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:**

Authorize the County Judge to execute a professional services agreement with Tyler Technologies for onsite OCA 2010 configuration support for the County Clerk's Office.

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT: \$2,600.00**

**LINE ITEM NUMBER: 101-617-10.5448**

**COUNTY PURCHASING GUIDELINES FOLLOWED: Yes**

**PAYMENT TERMS ACCEPTABLE: Yes**

**COMMENTS:**

**Bill Herzog**

**SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

**COMMISSIONERS' COURT**

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

**COUNTY JUDGE**

*Signature Required if Approved*

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



**Professional Services Agreement  
Hays County, Texas  
August 18, 2010**

**Purpose and Scope**

This Professional services Agreement authorizes Tyler Technologies to proceed with Onsite OCA2010 Configuration Support as requested by Hays County. The high level specification is to have an implementation specialist onsite at Hays County to help with OCA2010 configuration, journaling and error correction for the County Clerk's Office. Tyler's special service offering includes up to 16 hours onsite + actual cost of Travel Expenses.

**High-Level Cost Estimate**

Item	Item Description	Units	Unit Price	Extended Price
1	OCA2010 Onsite Support	1	\$2,000.00	\$2,000.00
2	Actual Travel Expenses (estimate)		\$600.00	\$600.00
			Sub Total:	\$2,600.00

Pricing for this agreement is good for 90 days

Authorized Signatures	
Hays County	Tyler Technologies
By:	By:
Name:	Name:
Title:	Title: Regional Project Manager
Date:	Date:

Please submit signed Professional Services Agreement with an authorized Purchase Order to:

Tyler Technologies  
6500 International Parkway, Suite 2000  
Plano, Texas 75093  
Fax: 972-713-3777  
Attention: Renee Smith and Linda Low

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Amend Justice Court Technology Fund for Continuing Education**

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

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**Amount Required: \$ 350**

**LINE ITEM NUMBER OF FUNDS REQUIRED: to 112-628-00.5551 Continuing Education**  
**from 112-628-00.5712 Computer Equipment**

**REQUESTED BY: Judge Cable/Auditors Office**

**SPONSORED BY: Conley**

**SUMMARY:**

**Included in Budget Amendment**

**Additional is required for clerk to attend TSG training**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend Justice Court Technology Fund for Continuing Education

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$350.00

**LINE ITEM NUMBER:** TO 112-628-00.5551Contiuing Ed from 112-628-00.5712 Computer Equipment

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Amend Historical Jail Restoration budget to use savings in Miscellaneous Capital Improvements for lawn care.**

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED: \$900.00**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 144-676-00.5453 - 900.00**

**REQUESTED BY: Kate Johnson**

**SPONSORED BY: Judge Sumter**

#### **SUMMARY:**

**This amendment will cover the costs of lawn care at the Old Hays County Jail from October 2009 through September 2010.**

#### **Budget Amendment;**

**144-676-00.5453 – 900.00**

**144-676-00.5741 – (900.00)**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend Historical Jail Restoration budget to use savings in Miscellaneous Capital Improvements for lawn care.

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$900.00

**LINE ITEM NUMBER:** 144-676-00.5453

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Amend Historical Commission-Buck Winn budget for purchase of camcorder and authorize payment of invoice when no purchase order was obtained.**

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED: \$4,403.93**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 001-676-00-055.5719**

**REQUESTED BY: Kate Johnson**

**SPONSORED BY: Liz Sumter**

**The Historical Commission has purchased a camcorder with the donated funds for the Buck Winn documentary and is requesting reimbursement. No matching county funds needed.**

**Budget Amendment;**

**001-676-00-055.5448 – contract services: (4,403.93)**

**001-676-00-055.5719 – misc equipment: 4,403.93**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Amend Historical Commission-Buck Winn budget for purchase of camcorder and authorize payment of invoice when no purchase order was obtained.

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$4,403.93

**LINE ITEM NUMBER:** 001-676-00-055.5719

**COUNTY PURCHASING GUIDELINES FOLLOWED:** No

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Approve specifications and authorize Purchasing to advertise RFP #2010-P19, a Request for Qualifications, for services to revise the Hays County Parks and Open Space Master Plan.**

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED: TBD**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Hauff/Maiorka**

**SPONSORED BY: Sumter**

#### **SUMMARY:**

**The Hays County Parks and Open Space Advisory Board has requested that the Parks and Open Space Master Plan be revised, as the last update was completed in July, 2006. Several members of the Commissioners Court have also expressed interest in updating the Master Plan and requested that this be done. Funding for the consultant services necessary to revise the Plan is available from the proceeds of the 2007 Parks Bond.**

Hays County, Texas

Request for Qualifications  
Hays County Parks, Open Space and Natural Areas Master Plan  
Hays County RFQ #2010-P19

I. Summary

Hays County requests the submission of qualifications from firms for preparing a new/revised Parks and Open Space Master Plan as described below. The selected firm will work closely and be required to meet with the Hays County Commissioners Court and Parks and Open Space Advisory Board and solicit public input from Hays County residents in development of the Plan. The Plan will meet requirements of the Texas Parks and Wildlife Department, Recreation Grants Program for Master Plan content, as well as address those items as specified below, and cover a 10 year planning period.

II. Scope of Work

The scope of work covered by this RFQ includes the following:

Inventory existing parks and open space opportunities within the County, with special emphasis on unincorporated areas and those areas where Hays County Park Bond funds have been utilized for acquisition/development;

Integrate all elements required by the Texas Parks and Wildlife Department, Recreation Grants Branch - Park, Recreation and Open Space Master Plan Guidelines (most recently revised);

Consider and integrate results of the Central Texas Greenprint for Growth (Trust for Public Land), Hays County elements into the Master Plan;

Consider and integrate components of the Hays County Regional Habitat Conservation Plan into the Master Plan;

Provide a discussion of Parks and Open Space Master Plans prepared by other Hays County jurisdictions within the Plan;

Meet on at least a monthly basis with the Hays County Parks and Open Space Advisory Board to solicit input and provide status on the Master Plan;

Conduct public meetings soliciting input to be held in each of the four County Precincts, with an additional public meeting to be held to present findings and recommendations to be proposed in the Plan;

Establish principles, concepts, and standards for park, open space, and associated properties selection, acquisition and development;

Identify and list priorities for each of the four Precincts within the County;

Create maps, inventories, charts, and photographs that illustrate and communicate needs and establish priorities for park and open space acquisition and development;

Identify land acquisition and conservation goals for parks, open space and associated properties;

Identify potential funding sources and opportunities for partnerships with other entities to acquire and develop a system of park, recreation, open space and conservation opportunities within the County;

Presentations (two) to the Hays County Commissioners Court during regular meeting sessions to present study findings and recommendations;

Submission of draft (for comment) and final Master Plan document, including electronic versions of both;

### III. Response Content

The Response shall be organized as follows:

- Cover Letter – briefly describe your ability to conduct the work - letter must be signed by a person having authority to enter into contract;
- Summary of Approach and Technical Staff – summarize your overall approach to the Scope of Work, highlighting expertise relevant to the performing the technical work and project management; provide a short description of members who will be doing the work; highlight any specialized expertise that is applicable;
- Contractor Experience – describe your experience in preparing Park and Open Space Master Plans for governmental and other entities; provide a list of work performed in the last 3-5 years; if possible, provide internet links (3) to view examples of completed Master Plans;
- Company Organization – describe your company structure and the capacity to perform the work;
- Personnel Qualifications and Resumes – provide a current resume for all personnel who may or will be assigned to this project;
- Approach to Tasks in Scope of Work – describe your approach to providing the services;
- List of References – provide a minimum of five references for projects you have provided services similar to that in this RFQ; for each reference, indicate the organization, contact person, telephone, type of work provided, date(s) of service, and project status.

### IV. Evaluation Criteria:

Responses will be evaluated by Hays County personnel based on the following criteria:

- Approach to the Scope of Work – 40 pts.

- Company Technical Experience – 40 pts
- Company Organization – 20 pts.
- Personnel Qualifications and Experience – 25 pts.

Hays County reserves the sole right to review the responses submitted, to waive any irregularities therein, to select or reject any or all responses, and to re-solicit if deemed to be in the best interest of the County.

#### V. Response Submission

One (1) original and four (4) copies of the responses shall be submitted in a sealed envelope directed to:

Hays County Purchasing Office  
111 E. San Antonio St., Ste. 101  
San Marcos, TX 78666  
Attn: Hays County RFQ #2010-P19

Responses must be received no later than 2:00 p.m. Central Time on September 23, 2010.

Questions regarding the project may be directed to:

Jeff Hauff, Grants Administrator  
111 E. San Antonio St., Suite 303  
San Marcos, TX 78666  
Phone: 512-393-2209  
E-mail: [Jeff.Hauff@co.hays.tx.us](mailto:Jeff.Hauff@co.hays.tx.us)



## *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

**AGENDA ITEM:** Amend the budget for various departments to provide additional funding.

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

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

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

**AMOUNT REQUIRED:** \$

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY:** JUDGE SUMTER

**SUMMARY:**

FUND NO. 001  
FUND TITLE: GENERAL FUND

Line Item - Expenditures		Appropriation	Amendment		Appropriation
		before			as
		Amendment	Increases	Decreases	Amended
<b>COUNTY COURT @ LAW 2 (612):</b>					
001-612-00.5213	Books	1,000	685		1,685
001-612-00.5551	Continuing Ed.	900		(318)	582
001-612-00.5302	Dues & Bonds	500		(110)	390
001-612-00.5461	Printing	600		(75)	525
001-612-00.5473	Eqpt Lease	3,300		(81)	3,219
<b>COUNTY COURT @ LAW 1 (611):</b>					
001-611-00.5551	Continuing Ed	1,744		(46)	1,698
001-611-00.5302	Dues & Bonds	290		(55)	235
				(685)	
Transfer for book expense for County Courts @ Law					
<b>JUVENILE PROBATION (686):</b>					
001-686-00.5551	Continuing Ed	7,100	300		7,400
001-686-00.5361	Contract Detention	324,250		(300)	323,950
Transfer for balance of officer training					
<b>TJPC-A STATE AID GRANT (686-99-027):</b>					
001-686-99-027.5712	Computer Eqpt.	-0-	13,000		13,000
<b>REVENUE</b>					
001-686-99-027.4301	Intergovernmental	132,979	<b>DECREASE</b>	<b>INCREASE</b>	
				13,000	145,979
<b>TJPC-I REALLOCATION GRANT (686-99-056):</b>					
001-686-99-056.5361	Contract Detention	-0-	17,100		17,100
<b>REVENUE</b>					
001-686-99-056.4301	Intergovernmental	-0-	<b>DECREASE</b>	<b>INCREASE</b>	
Budget new grant awards.				17,100	17,100
<b>TJPC-X ICBP GRANT (686-99-035):</b>					
001-686-99-035.5719	Misc Eqpt	1,348	1,599		2,947
001-686-99-035.5711	Office Eqpt	400	351		751
001-686-99-035.5501	Travel	500	1,450		1,950
001-686-99-035.5031	OT/Holiday	13,500		(2,482)	11,018
001-686-99-035.5160	Insurance	1,686		(664)	1,022
001-686-99-035.5391	Misc.	6,979		(254)	6,725
			3,400	(3,400)	
Transfer for needed grant items - no County match					
<b>EXTENSION OFFICE (660):</b>					
001-660-00.5712	Computer Eqpt	100	2,360		2,460
001-660-00.5211	Office Supplies	2,171		(1,130)	1,041
001-660-00.5271	Fuel	1,740		(1,230)	510
Transfer from savings in fuel and supplies for computers.					
<b>CIVIC CENTER (646):</b>					
001-646-00.5480_040	Utilities	39,000	9,000		48,000
<b>BUILDING MAINTENANCE (695):</b>					
001-695-00.5480_090	Utilities Broadway	29,000		(4,500)	24,500

08/24/2010

001-695-00.5480_110	Utilities Courthouse	45,000		(4,500)	40,500
Transfer from Utilities savings					

**TRANSFER STATION (716):**

001-716-00.5452	Trash Hauling	110,000	30,000		140,000
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**COUNTY WIDE (645):**

001-645-00.5448	Contract Svcs	356,400		(30,000)	326,400
001-645-00.5493	Commitals	40,000	18,000		58,000
001-645-00.5385	Arbitrage	5,000	2,500		7,500
001-645-00.5271	Fuel	132,180		(20,500)	111,680
			<u>50,500</u>	<u>(50,500)</u>	

Transfer for needed expense from fuel savings.

001-645-00.5901_120	Perm trans from Gen Fund	1,676,504	200,000		1,876,504
001-645-00.5353	Community Programs	100,000		(100,000)	0
001-645-00.5448	Contract Svcs	326,400		(100,000)	226,400

Transfer to Family Health Svcs for Indigent Medical Services & Supplies.

**FUND NO. 120**

**FUND TITLE: FAMILY HEALTH SVCS**

**INDIGENT CARE (120-675-06):**

120-675-06.5231	Prescriptions	190,000	107,000		297,000
120-675-06.5431	Medical Svcs	325,000	90,000		415,000
120-675-06.5492	Indigent Burial	23,000	3,000		26,000
			<b><u>DECREASE</u></b>	<b><u>INCREASE</u></b>	
120-675-06.4901_001	Perm trans from Gen Fund	759,609		200,000	959,609

**FUND NO. 112**

**FUND TITLE: JUSTICE COURT TECHNOLOGY FUND**

**JUSTICE OF PEACE 3 (628):**

112-628-00.5551	Continuing Ed	1,000	500		1,500
112-628-00.5712	Computer Eqpt	78,650		(450)	78,200
112-628-00.5201	General Supplies	350		(100)	250

Transfer for computer training.

**FUND NO. 144**

**FUND TITLE: HISTORIC JAIL RESTORATION**

**HISTORICAL COMMISSION/JAIL (676):**

144-676-00.5453	Maintenance	-0-	900		900
144-676-00.5741	Misc Capital Improv.	62,454		(900)	61,554

Transfer for lawn maintenance.

FUND NO. 001  
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>		Appropriation	<u>Amendment</u>		Appropriation
		before			as
		<u>Amendment</u>	<u>Increases</u>	<u>Decreases</u>	<u>Amended</u>
Transfer for various departments telephone:					
001-600-00.5489	Co. Judge	2,700	750		3,450
001-601-00.5489	Commissioner 1	2,500	625		3,125
001-603-00.5489	Commissioner 3	2,200	800		3,000
001-606-00.5489	Auditor	7,200	3,600		10,800
001-607-00.5489	District Attorney	25,496	3,100		28,596
001-608-00.5489	District Court	9,000	850		9,850
001-608-02.5489	Court Reporter	1,000	150		1,150
001-608-01.5489	Family Law	200	50		250
001-609-00.5489	District Clerk	4,500	800		5,300
001-612-00.5489	County Courts @ Law	3,000	200		3,200
001-617-00.5489	County Clerk	8,000	500		8,500
001-618-00.5489	Sheriff/Jail	110,000	40,000		150,000
001-619-00.5489	Tax Office	14,000	5,700		19,700
001-620-00.5489	Treasurer	3,050	2,500		5,550
001-625-00.5489	Justice of Peace 1-1	3,500	650		4,150
001-626-00.5489	Justice of Peace 102	2,500	750		3,250
001-635-00.5489	Constable 1	5,200	1,100		6,300
001-637-00.5489	Constable 3	2,100	200		2,300
001-638-00.5489	Constable 4	4,800	125		4,925
001-639-00.5489	Constable 5	4,300	175		4,475
001-646-00.5489	Civic Center	1,450	125		1,575
001-656-00.5489	Emerg Mgmt	7,000	3,000		10,000
001-660-00.5489	Extension	4,500	1,700		6,200
001-670-00.5489	Grants	1,400	600		2,000
001-677-00.5489	Human Resources	4,400	1,400		5,800
001-680-00.5489	Information Tech	270,000	42,500		312,500
001-686-00.5489	Juvenile Probation	9,300	2,000		11,300
001-695-00.5489	Building Mtc.	7,700	300		8,000
001-710-00.5489	Environmental Hlth	12,000	10,000		22,000
001-716-00.5489	Transfer Station	3,500	275		3,775
001-720-00.5489	Veteran's Office	1,200	1,000		2,200
			125,525		
<u>COUNTY WIDE (645):</u>					
001-645-00.5340	Insurance	1,120,000		(38,825)	1,081,175
001-645-00.5441	Legal Svcs	150,000		(87,000)	63,000
001-645-00.5901_140	Perm Trans to Parks	120,272	300		120,572
			125,825	(125,825)	

FUND NO. 140  
FUND TITLE: PARKS FUND

PARKS FUND (140):

140-700-00.5489	Telephone	1,200	300		1,500
			<u>DECREASE</u>	<u>INCREASE</u>	
140-700-00.4901_001	Perm trans from Gen Fund	120,272		300	120,572

Transfer for telephone charges within General Fund.

Transfer for Parks Fund for telephone charges.

ORDER AMENDING THE COUNTY OF HAYS BUDGET  
FOR FY ENDING SEPTEMBER 30, 2010

THE STATE OF TEXAS  
COUNTY OF HAYS

WHEREAS, on the 24<sup>th</sup> day of August, A.D., 2010, the Commissioners' Court of Hays County, Texas has determined that a need exists for the reallocation of certain appropriations included in the FY 2010 Budget in accordance with the attached list which is hereby made a part hereof. It was also determined and agreed that the need was of such a nature as to justify and require amendment of the Budget, as provided in Section 111.010(D), Local Government Code.

NOW, THEREFORE, the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, pursuant to the authority granted to it under Section 111.010(D), Local Government Code, ORDERS that the pertinent parts of the County of Hays Budget for the Fiscal Year ending September 30, 2010 be and they are hereby amended as indicated on the attached list.

It is the further order of the COMMISSIONERS' COURT that a copy of the amendment provided herein be filed with the Clerk of the County Court of Hays County, with instructions that it be attached to the Budget originally adopted and now on file in the office of the County Clerk.

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 24<sup>th</sup> day of August, 2010.

FOR ( ) \_\_\_\_\_  
AGAINST ( ) ELIZABETH 'LIZ' SUMTER  
ABSTAIN ( ) COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR ( ) \_\_\_\_\_  
AGAINST ( ) DEBBIE GONZALES - INGALSBE  
ABSTAIN ( ) COMMISSIONER, PRECINCT 1

FOR ( ) \_\_\_\_\_  
AGAINST ( ) JEFF BARTON  
ABSTAIN ( ) COMMISSIONER, PRECINCT 2

FOR ( ) \_\_\_\_\_  
AGAINST ( ) WILL CONLEY  
ABSTAIN ( ) COMMISSIONER, PRECINCT 3

FOR ( ) \_\_\_\_\_  
AGAINST ( ) KAREN FORD  
ABSTAIN ( ) COMMISSIONER, PRECINCT 4

ATTEST: \_\_\_\_\_  
LINDA C. FRITSCHER  
COUNTY CLERK, HAYS COUNTY, TEXAS

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

**Hays County Commissioners' Court**

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

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

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

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

**AGENDA ITEM: Call for a public hearing on September 7, 2010 to establish traffic regulations on Oak Grove Road at the intersection of Little Bear Road/Mourning Dove Lane.**

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED: n/a**

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

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Barton**

**SUMMARY:**

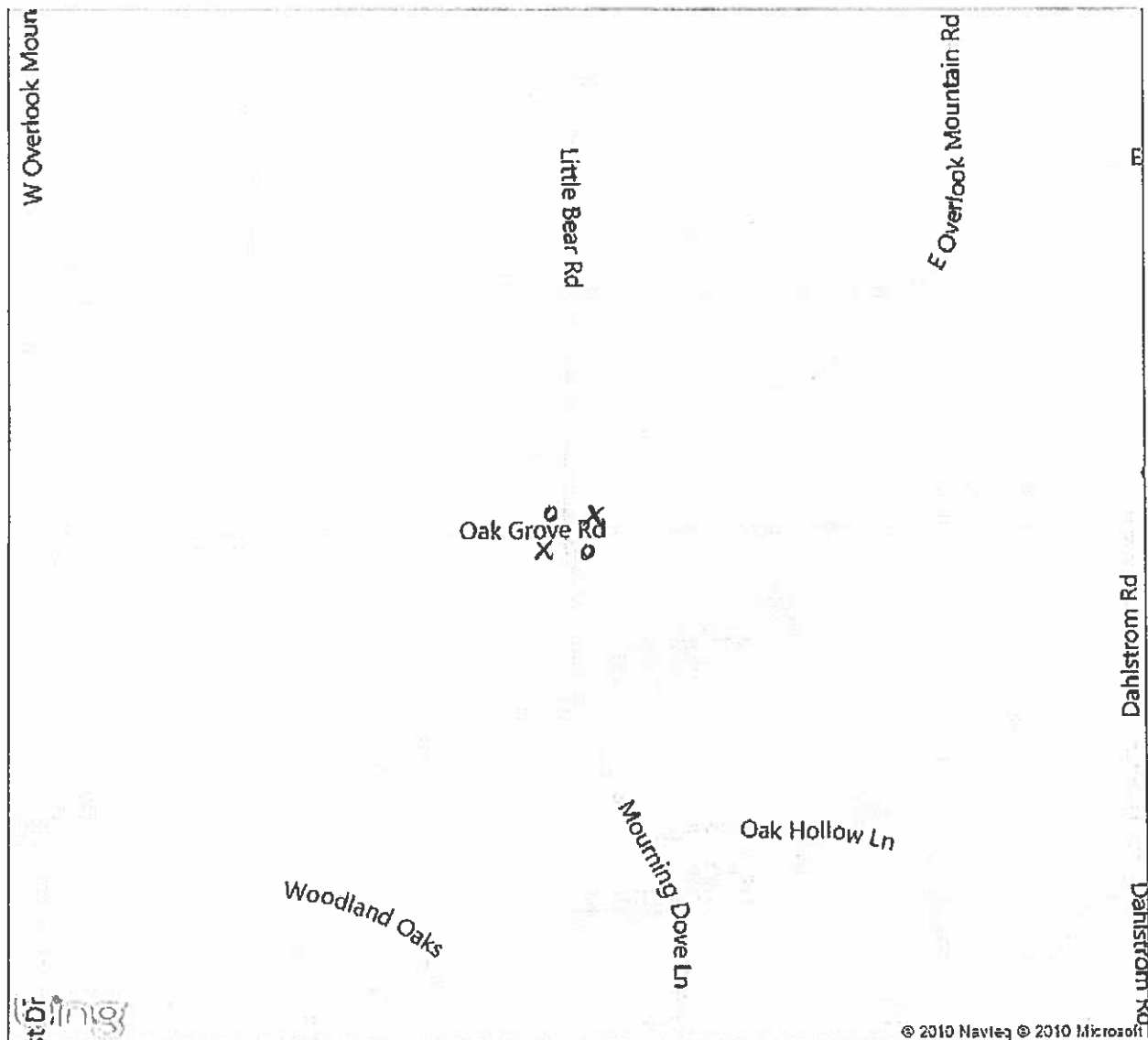
**To establish: a 4-way stop on Oak Grove Rd at the intersection with Little Bear Road (entrance of Elliot Ranch subdivision on the north side) and Mourning Dove Lane (entrance of Oak Forest subdivision on the south side). There currently are stop signs on both Little Bear Road and on Mourning Dove Lane at that intersection.**

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**



O - EXISTING STOP SIGNS

X - REQUESTED LOCATION FOR NEW STOP SIGNS



O - EXISTING STOP SIGNS

X - REQUEST LOCATION FOR NEW STOP SIGNS.



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

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Hold a public hearing to establish traffic regulations on Creek Rd, CR 190.**

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
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**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED: n/a**

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

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Ford**

**SUMMARY:**

To establish: a yield sign on Creek Rd, CR 190 on the east side of the low-water crossing (for westbound traffic to yield) at Onion Creek, approximately one-half mile west of the City of Dripping Springs.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

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

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the construction surety, accept maintenance bond and accept surety for re-vegetation for Shadow Creek Subdivision Phase 4, Section 1A.

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

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Clint Garza

**SPONSORED BY:** Commissioner Jeff Barton

**SUMMARY:** Staff recommends acceptance of construction of roads and drainage improvements within the County ROW. The RPTP Department has inspected and approved the improvements. The maintenance bond in the amount of \$14,670.03 is attached and will remain in place for the entire 2-year maintenance period. Additionally, the developer would like to post cash surety in the amount of \$4000.50, for the re-vegetation of the improvements in this section.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**

**Hays County Revegetation Estimate for Shadow Creek Phase 4, Sections 1a and 2a**

<b>Section 1a Revegetation Estimate (value based on bid)</b>					
<b>Bid</b>					
<b>Bid Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Total</b>
E1	8,001	SY	Permanent Hydromulch Seeding	\$0.50	\$4,000.50
<b>TOTAL ESTIMATED REVEGETATION COSTS FOR Section 1a</b>					<b>\$4,000.50</b>
<b>Section 2a Revegetation Estimate (value based on bid)</b>					
<b>Bid</b>					
<b>Bid Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Item Description</b>	<b>Unit Price</b>	<b>Total</b>
E1	12,969	SY	Permanent Hydromulch Seeding	\$0.50	\$6,484.50
<b>TOTAL ESTIMATED REVEGETATION COSTS FOR Section 2a</b>					<b>\$6,484.50</b>
<b>TOTAL ESTIMATED REVEGETATION COSTS</b>					<b>\$10,485.00</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: Review of proposed evaluation criteria and submission process for projects submitted for funding under the remaining 2007 Park Bond funds by Jeff Hauff, Grants Administrator.**

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

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Hauff

**SPONSORED BY:** Sumter

**SUMMARY:**

The Hays County Parks and Open Space Advisory Board has developed criteria for the review of potential projects seeking funding under the 2007 Park Bond funds. The presentation will cover the various elements of the submission package, including application and evaluation criteria.

**Hays County  
Parks and Recreation Criteria  
Guidelines for Project Evaluation**

1. Recipient will provide matching funds (match must be at least 1:1 to submit):
  - (a). Matching funds equal to or greater than 3 to 1 ratio: \_\_\_\_\_ (10 pts.)
  - (b). Matching funds equal to or greater than 2 to 1 ratio: \_\_\_\_\_ (5 pts.)
  - (c). Matching funds equal to or greater than 1.5 to 1 ratio: \_\_\_\_\_ (2 pts.)
  - (d). Matching funds equal to 1:1 ratio: \_\_\_\_\_ (1 pt.)
2. Project is a priority in an approved Parks and Open Space Master Plan:
  - (a). Project includes High Priority facilities listed in the current Hays County Parks and Open Space Master Plan; \_\_\_\_\_ (10 pts.)
  - (b). Project includes Moderate Priority facilities listed in the current Hays County Parks and Open Space Master Plan; \_\_\_\_\_ (5 pts.)
  - (c). Project includes Low Priority facilities listed in the current Hays County Parks and Open Space Master Plan; \_\_\_\_\_ (2 pts.)
  - (d). or Project includes High Priority facilities or projects from a locally adopted Parks and Open Space Master Plan, if within that jurisdiction. \_\_\_\_\_ (5 pts.)
3. Recipient can demonstrate the ability to complete the proposed land acquisition and improvements within three years: \_\_\_\_\_ (up to 5 pts.)
4. Recipient can demonstrate the ability for the continued operation and maintenance of the property and/or improvements: \_\_\_\_\_ (up to 10 pts.)
5. Site will be open for general public use during normal hours of operation. \_\_\_\_\_ (up to 10 pts.)
6. Recipient can demonstrate that a variety of users will be accommodated by the project facilities, for example:
  - (a). Accommodates various age groups;
  - (b). Provides for culturally diverse users;
  - (c). Opportunities for low income citizens.\_\_\_\_\_ (up to 10 pts.)
7. Project will provide for environmentally responsible development, for example:
  - (a). Use of native plants
  - (b). Limits impervious cover
  - (c). Incorporates current landscape
  - (d). Controls invasive non-native plants
  - (e). Employs water conservation methods\_\_\_\_\_ (up to 10 pts.)

8. Project provides for the re-use or renovation of existing facilities.  
\_\_\_\_\_ (up to 10 pts.)
9. Funds will be used for construction of direct recreational improvements rather than infrastructure or design fees.  
\_\_\_\_\_ (up to 15 pts.)
10. Project creates new recreational opportunities in the jurisdiction or intended service area or meets a demonstrated need for additional services.  
\_\_\_\_\_ (up to 15 pts.)
11. Project provides accommodation to those with mobility or other impairments.  
\_\_\_\_\_ (up to 5 pts.)

Hays County  
Application for Project Funding

In 2007 voters in Hays County approved Proposition 2 which authorized the County to sell bonds to fund "...Parks, Natural Areas, Open Space, and Related Projects, and the Preservation of Water Quality, Aquifer Recharge Areas, and Wildlife Habitat...". Numerous projects have already been funded with bond monies, and the purpose of this application is to allocate remaining funds on a competitive basis for projects within the County.

Applicants must agree to match the amount requested on at least at 1:1 basis with the match secured within one year of funding award. Applicants must allow general public use of facilities constructed with County funds and must have legal control of the land where improvements will be made. The project must be completed within 3 years of funding award and an agreement will be executed between the County and the successful applicants agreeing to the terms of the funding.

Please complete the attached application and submit to the following:

Jeff Hauff  
Hays County Grants Dept.  
111 E. San Antonio St., Ste. 303  
San Marcos, Texas 78666

Questions may be directed to the above at 512-393-2211. Applications are due by 5:00 p.m. on  
          (Date)          .

Hays County  
Recreation Project Application Form

1. Project Title: \_\_\_\_\_
2. Applicant: \_\_\_\_\_
3. Contact Information:  
Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
4. Project Description - include a narrative describing project and elements to be constructed with grant funds:
5. Project Location - describe the project area, including environmental setting and features - provide a map showing project location and a site plan highlighting those elements for which you are requesting funding:
6. Project Budget - provide a line item budget for those improvements/facilities for which you are requesting funding, and also show budget for other improvements or costs associated with the project:
7. Describe elements of your project that incorporate environmentally responsible development, such as use of native plants, limitations of imperious cover, use of existing landscape, water conservation measures, etc.:
8. Describe expected users or user groups and proposed accommodation of those with mobility or other impairments, those with low incomes, and minority populations:
9. Describe any element or facilities in your project that are considered to be priorities in the Hays County Parks and Open Space Master Plan, or a priority in a locally adopted Parks and Open Space Master Plan that includes your project area – cite the document:
10. Describe matching funds or in-kind services to be dedicated to the project, including specific amount and source (match must be at least a 1:1 applicant /funding request ratio for the application to be considered):
11. Describe any re-use or renovation activities planned, if your project involves an existing park area:



12. Describe how your project creates new recreational opportunities or meets a demonstrated need for additional services in the jurisdiction or intended service area:
13. Describe your ability to provide for continued operations and maintenance of the facility:
14. Describe your plan to make the property available for general public use:
15. Provide a commitment that the applicant can complete the acquisition or development within 3 years of receiving a funding award:

## *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 County Judge to sign Agreement for Professional Services in connection with drainage issues on Nutty Brown Road.

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

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

**AMOUNT REQUIRED:** \$7,500

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

Road & Bridge Contract Services Consultant - 5448-008

**REQUESTED BY:**

**SPONSORED BY:** Ford

**SUMMARY:**

See attached APS and the Memorandum Report from Freese and Nichols on the Nutty Brown Road drainage review.

# MEMORANDUM

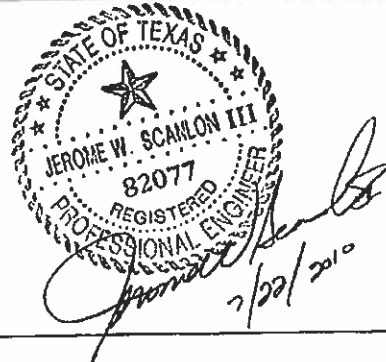


**FREESE  
AND  
NICHOLS**

Innovative approaches  
Practical results  
Outstanding service

10814 Jollyville Rd., Bldg. 4, Suite 100 • Austin, Texas 78759 • 512-617-3100 • fax 512-617-3101

**TO:** Ms. Karen Ford, Hays County Commissioner Precinct 4  
**FROM:** Jerome W. Scanlon III, P.E. and Jill W. Trevino, E.I.T.  
**SUBJECT:** Nutty Brown Road Drainage Review  
**DATE:** July 22, 2010



The purpose of this memorandum is to describe the hydrologic and hydraulic analyses completed to determine the effect, if any, of widening Nutty Brown Road on the property located at 12705 Nutty Brown Road, owned by David and Kathy Libersat. Please refer to the location map attached as Figure 1.

## Project Background

It is our understanding that David and Kathy Libersat own three tracts of land consisting of approximately 3.25 acres commonly located within the 12700 block of Nutty Brown Road. Prior to 1997, the Libersats state they did not experience any drainage problems on their property.

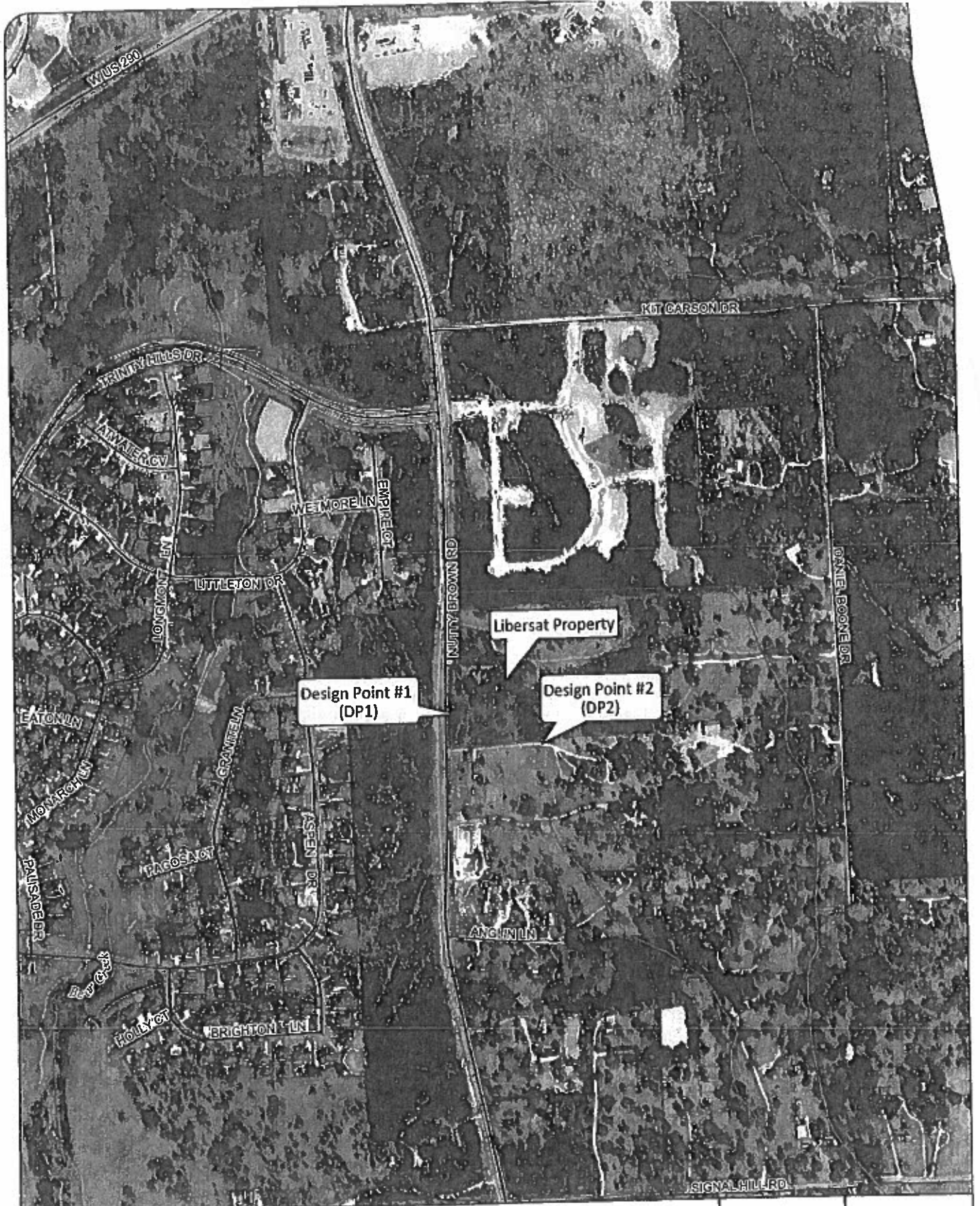
Around 1997 Nutty Brown Road was regraded and resurfaced and a drainage ditch was cut along the Libersat's property frontage, which stopped approximately midway down the property frontage. This improvement to the roadway required the Libersats to install a six-inch diameter culvert under each of their two driveways.


Approximately five years later, the Libersats observed that a number of the live oak trees on their property were unhealthy. A forestry service arborist visited the property and speculated that the trees were drowning. Upon the arborist's visit, the Libersats noticed a "small channel of water that originated where the county drainage ditch ended." According to Mr. and Mrs. Libersat these concerns were brought to the attention of County Commissioner Molenaar. At that time, further improvements to Nutty Brown Road were proposed and the Libersats indicated that Commissioner Molenaar stated their drainage issues would be addressed with the new improvements.

The re-construction and widening of Nutty Brown Road from FM 1826 to US 290 began with design in 2005. The design was done by HNTB with oversight and project management services by TCB, now AECOM. A typical section of the existing road consisted of two 11-foot lanes with no shoulders. A typical section of the proposed road consisted of two 12-foot lanes with 5' shoulders and a turning lane at major cross-streets. The existing road was removed and the proposed road was constructed in 2007.

FNI has investigated the drainage patterns of Nutty Brown Road prior to the 2005 re-construction of the road (existing) and compared it to the proposed 2005 re-construction design (project). Sufficient information could not be obtained to provide an analysis of the watershed conditions prior to the construction that is believed to have taken place in 1997. The following paragraphs describe the methodologies and results of the analysis.

FILE COPY  
1-22-10



PROJECT NO.	HAS10126
DATE CREATED	March 2010
DATUM & COORDINATE SYSTEM	NAD83 State Plane (feet) Texas Central
FILE NAME	Location.mxd
PREPARED BY	nja
 <b>FREESE AND NICHOLS, INC.</b> 10814 JOLLYVILLE ROAD BUILDING 4, SUITE 100 AUSTIN, TX 78759 PHONE: 512 617.3100	

HAYS COUNTY

## Nutty Brown Road Drainage Review

### Location



0 500 1,000 Feet



**FIGURE**  
**1**

Updated: Wednesday, April 28, 2010

Updated By: nja

File: H:\STORMWATER\FINAL\_EXHIBITS\Location.mxd

## **Hydrologic Analysis**

### **Design Criteria**

Design frequencies are an integral part of drainage calculations and design and should adhere to local and state regulations.

Locally, the Hays County Subdivision and Development Regulations 10.2 (b) states:

*"For all drainage facilities serving Lots not intended for use as a single family or duplex development, drainage and all facilities shall be designed by a Registered Professional Engineer according to 25-year storm event calculations."*

Furthermore, the Hays County Subdivision and Development Regulations 10.3 states:

*"In addition to 10.2 above, the drainage system shall be designed to convey all channelized or concentrated flows from a 100 year frequency storm within defined right-of-way or drainage easements, which shall not be narrower than twenty feet (20') in width."*

On a state level, the 2005 re-construction of Nutty Brown Road classifies the roadway as a Rural Collector. According to the TxDOT Hydraulic Design Manual, the desirable design frequency ranges from 5-100 year storm events.

According to documentation received from AECOM, the design of the 2005 re-construction of Nutty Brown Road used a design frequency of the 10-year event for cross drainage and parallel drainage structures. Cross drainage structures were checked for the 100-year storm. Roadside ditches were designed for the 2-year storm.

It is unknown if an existing conditions drainage analysis was done for the re-construction of Nutty Brown Road, because project records are limited. Existing drainage area delineations and calculations were not found in the as-built roadway plans or digital files received from AECOM.

Our analysis is based on the 25- and 100-year design frequencies, as regulated by the Hays County Subdivision and Development Regulations.

### **Existing Conditions**

To assess the possibility of an adverse impact on the Libersat property, it was necessary to develop the existing conditions peak discharges for the project area for use in comparison to the project discharges.

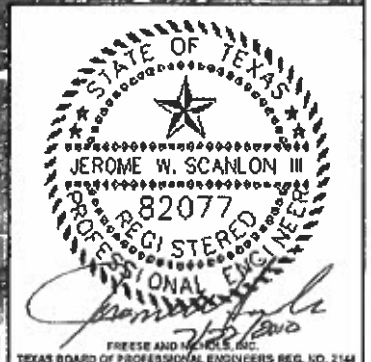
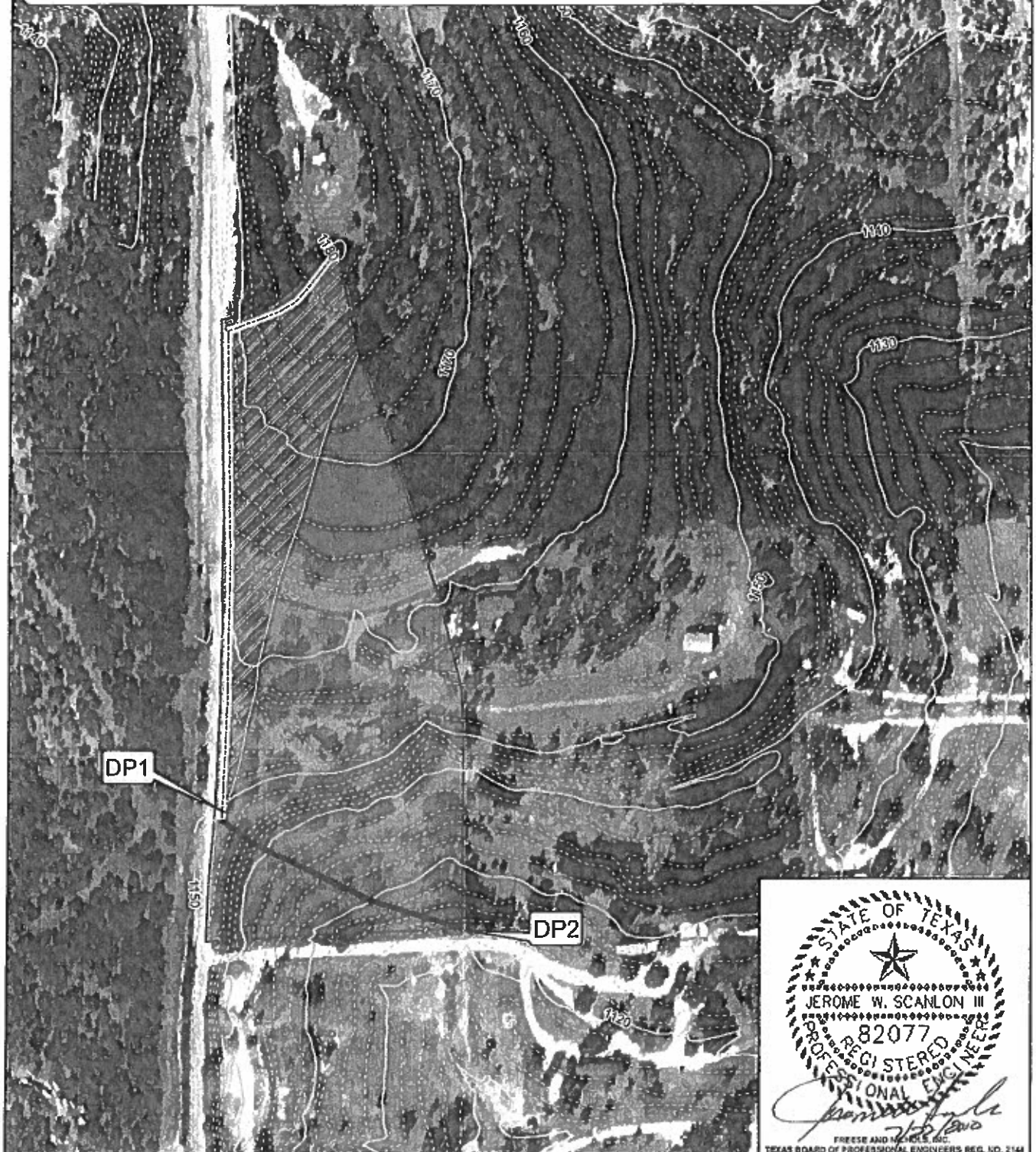
Two design points were used in the analysis, called DP-1 and DP-2. DP-1 is located at the southernmost driveway on the Libersat property. DP-2 is located along the private drive adjacent to the southern side of the Libersat property, where flow from the Libersat property becomes channelized onto the property to the south. Please refer to the location map attached as Figure 1.


The existing conditions drainage areas, DP-1 and DP-2, were delineated based on 2003 City of Austin two-foot contours and 2002 aerial photography. Please note that when the road construction began the Belterra development did not exist in the northern portion of the drainage area. Please refer to the drainage area map attached as Figure 2.

The time of concentration was calculated for each basin based on SCS TR-55 methodology. The time of concentration paths were based on existing land use prior to re-construction of the roadway. A maximum sheet flow time of concentration of 30 minutes and minimum total time of concentration of 5 minutes was used. Time of concentration paths are shown in Figure 2 and time of concentration calculations are contained in the appendix.



Elevation ft    Streams    DP1 Drainage Area  
 Minor    DP1 Time of Concentration    DP2 Drainage Area  
 Major    DP2 Time of Concentration



PROJECT NO.	HAS10126
DATE CREATED	April 2010
DATUM & COORDINATE SYSTEM	NAD83 State Plane (feet) Texas South Central
FILE NAME	Drainage_Area.mxd
PREPARED BY	NJA
 FREESSE AND NICHOLS, INC. 10814 JOLLYVILLE ROAD BUILDING 4, SUITE 100 AUSTIN, TX 78759 PHONE: 512.617.3100	

HAYS COUNTY  
**Nutty Brown Road Drainage Review**  
**Existing Drainage Area**

0 250 500 Feet

FIGURE  
 2

Updated: Thursday, June 17, 2010

Updated By: mja

File: H:\STORMWATER\FINAL\_EXHIBITS\Drainage\_Area.mxd



The time of concentration values were used to determine the 25- and 100-year rainfall intensities for each basin. The Hays County Subdivision and Development Regulations do not include information regarding rainfall intensities for the County. Therefore the equation used to calculate the intensities was obtained from the City of Austin Drainage Criteria Manual (COA DCM) and is provided in the appendix.

The runoff coefficient was calculated for each basin based on impervious cover. The impervious cover of the existing conditions basins was based 2002 CAPCOG aerial imagery. The Hays County Subdivision and Development Regulations do not include information regarding impervious cover and runoff coefficients for the County. Therefore impervious cover and runoff coefficient relationships were based on the COA DCM and are provided in the appendix.

Existing conditions 25- and 100-year peak discharges were calculated based on the Rational Method. Calculations are provided in the appendix.

A summary of the hydrologic parameters and peak discharges for the existing conditions analysis are shown as Table 1.

Table 1 – Existing Conditions Hydrologic Parameters

Watershed	Area (ac)	Tc (min)	25-Year Storm Event			100-Year Storm Event		
			Intensity (in/hr)	C	Peak Flow (cfs)	Intensity (in/hr)	C	Peak Flow (cfs)
DP-1	2.5	34	4.5	0.47	5	6.0	0.54	8
DP-2	8.9	36	4.4	0.47	18	5.8	0.54	28

### Project Conditions

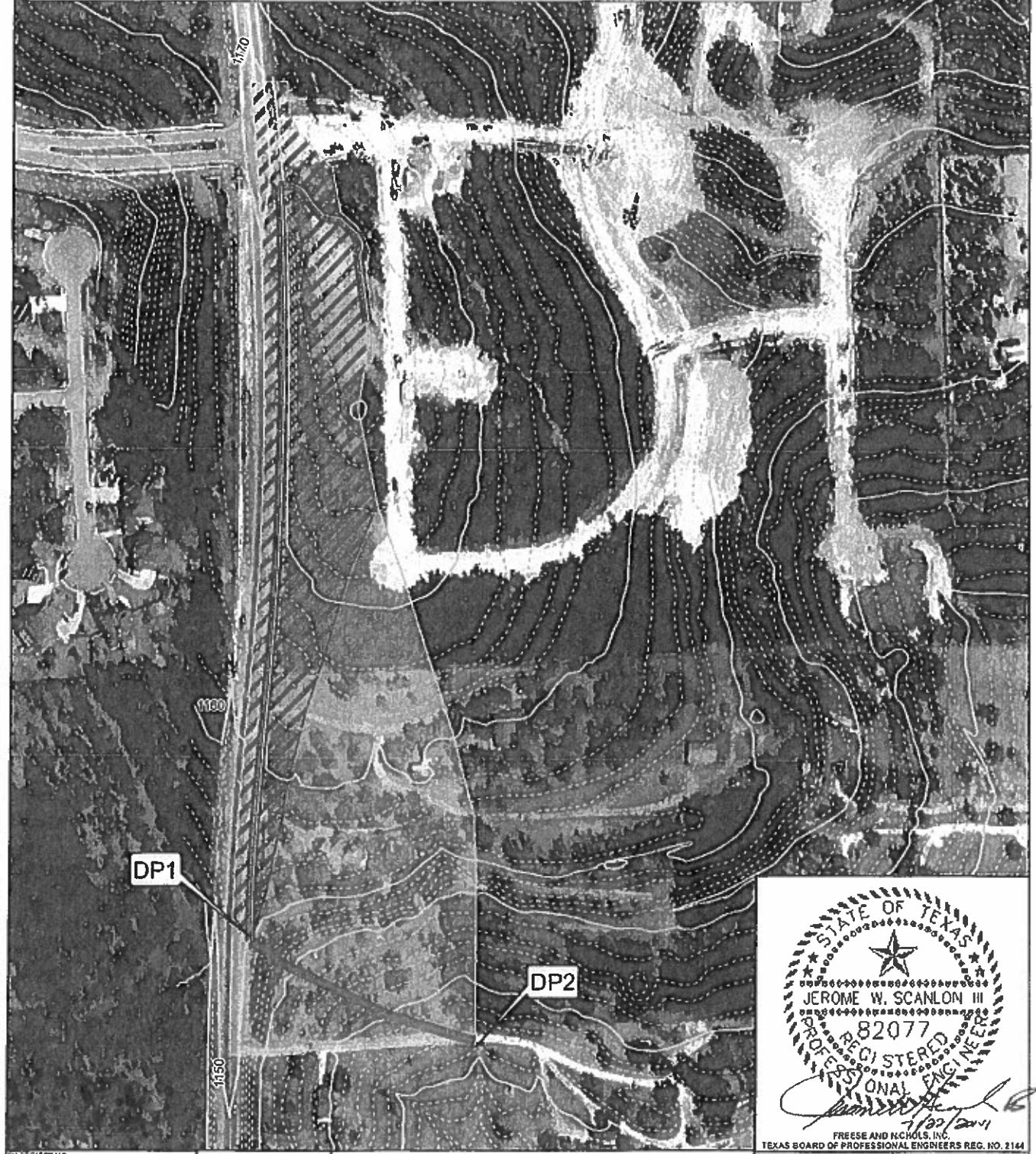
The project conditions drainage areas, DP-1 and DP-2, were delineated based on two-foot design topography obtained from AECOM along Nutty Brown Road and 2003 City of Austin two-foot topography outside of the roadway. Please refer to the drainage map attached as Figure 3. The project drainage areas assume that runoff from the Belterra development to the north did not alter existing drainage patterns, and therefore contributes to the Libersat property. It is FNI's opinion that this assumption is conservative for our analysis, as it appears from aerial and site conditions that some of Belterra drains northeast to a pond. For final design, FNI recommends obtaining as-built plans and survey for the Belterra community to confirm drainage patterns in the area.

The time of concentration was calculated for each basin based on TR-55 methodology. The time of concentration paths were based on project conditions of Nutty Brown Road being in place. A maximum sheet flow time of concentration of 15 minutes and minimum total time of concentration of 5 minutes was used. Time of concentration paths are shown in Figure 3 and time of concentration calculations are contained in the appendix.

The rainfall intensities, runoff coefficients, and peak discharge calculations were based on the same hydrologic methodologies as existing conditions.

A summary of the hydrologic parameters and peak discharges for the project conditions analysis are shown as Table 2.

Elevation ft	Streams	DP1 Drainage Area
Minor	DP1 Time of Concentration	DP2 Drainage Area
Major	DP2 Time of Concentration	



STATE OF TEXAS  
 JEROME W. SCANLON III  
 82077  
 REGISTERED PROFESSIONAL ENGINEER  
 FREESE AND NICHOLS, INC.  
 TEXAS BOARD OF PROFESSIONAL ENGINEERS REG. NO. 2144

PROJECT NO.	HAS10126
DATE CREATED	April 2010
UNIT & COORDINATE SYSTEM	NAD83 State Plane (feet) Texas South Central
FILE NAME	Project_Drainage_Area.mxd
PREPARED BY	ENR

**FREES AND NICHOLS, INC.**  
 10914 JOLLYVILLE ROAD  
 BUILDING 4, SUITE 100  
 AUSTIN, TX 78759  
 PHONE: 512.617.3100

HAYS COUNTY  
 Nutty Brown Road Drainage Review  
 Project Drainage Area

0 250 500 Feet

FIGURE  
 3

Updated: Thursday, June 17, 2010      Updated By: m/a      File: H:\STORMWATER\FINAL\_EXHIBITS\Project\_Drainage\_Area.mxd



Table 2 – Project Conditions Hydrologic Parameters

Watershed	Area (ac)	Tc (min)	25-Year Storm Event			100-Year Storm Event		
			Intensity (in/hr)	C	Peak Flow (cfs)	Intensity (in/hr)	C	Peak Flow (cfs)
DP-1	4.9	17	6.6	0.49	16	8.5	0.56	23
DP-2	11.5	19	6.2	0.48	34	8.1	0.55	51

### Comparison of Existing and Project Flows

A comparison of the existing and project peak discharges for the 25- and 100-year storm events is shown as Table 3.

Table 3 – Comparison of Existing and Project Conditions Peak Discharges

Watershed	25-Year Storm Event			100-Year Storm Event		
	Existing Peak Flow (cfs)	Project Peak Flow (cfs)	Relative Difference (%)	Existing Peak Flow (cfs)	Project Peak Flow (cfs)	Relative Difference (%)
DP1	5	16	201	8	23	195
DP2	18	34	87	28	51	84

The results in Table 3 show an increase in peak flow for both storm events at both design points on the Libersat property.

Based on conversations with the Libersats and similar drainage patterns between the 1997 and 2005 Nutty Brown Road projects, it is likely that prior to these construction projects water would sheet flow from the southwest side of the property to the southeast corner of the property (DP2). When a ditch was cut along the western side of the Libersat property in 1997 and further deepened in 2005, the flow that previously sheet flowed across the land became concentrated, point-source discharge, therefore causing an increase in the discharge at DP1.

Furthermore, the 2005 re-construction of Nutty Brown Road increased the amount of runoff flowing to DP-1. When referencing the 2005 plans, it appears that a design point approximately 1.5 miles downstream of the Libersat property was used to analyze the discharge of a larger drainage area that encompasses the Libersat property and that no analysis of the Libersat property itself was done.

FNI was also tasked to perform schematic design and feasibility for a couple of alternatives to improve drainage at the Libersat property.

### Hydraulic Analysis and Alternatives

#### **Existing Ditch**

A two-foot ditch is located on the western side of the Libersat property and conveys flow until the second Libersat driveway (DP1). The ditch was one-foot deep after the 1997 re-grading of Nutty Brown Road and increased to a depth of two feet during the 2005 re-construction of Nutty Brown Road. The 6-inch diameter culverts under each of the two driveways of the 1997 design were increased to 15" x 21" CMP arch culverts during the 2005 design. After the flow is conveyed through one 15" x 21" driveway culvert under each of the two driveways, runoff is discharged across the Libersat property. The existing ditch has 3H:1V side slopes on the left and 6H:1V side slopes on the right, looking downstream. It has a longitudinal slope of 2.5% and a Manning's roughness coefficient of 0.035 was assumed. FlowMaster was used to calculate that the existing ditch can convey approximately 120 cfs of runoff. Therefore, the existing ditch has sufficient capacity for the existing and project 100-year peak discharges. FlowMaster calculations are provided in the appendix.



Although the existing ditch has sufficient capacity for the existing and project 100-year peak discharges, the ditch ends at DP1, where runoff is released as a point-source concentrated to flow over natural grade on the Libersat property.

#### **Alternative 1**

The first alternative is to extend the existing ditch along Nutty Brown Road to the Private Drive adjacent to the south side of the Libersat property and discharge the runoff into the existing channel at DP2, as shown in Figure 4.

The proposed ditch must be able to convey the 25-year peak discharge as well as contain the 100-year peak discharge within the right-of-way, per the Hays County Subdivision and Development Regulations 10.2 (b) and 10.3. The ditch would be contained within the right-of-way along Nutty Brown Road; however, it is our understanding that the County does not have right-of-way or drainage easement along the Private Drive south of the Libersat property. The County may need to obtain 20 feet of right-of-way or drainage easement from the intersection of Nutty Brown Road and the Private Drive to the outfall of the ditch, approximately 400 feet long. The existing fence in the right-of-way will need to be removed and replaced at the right-of-way boundary.

To convey the 100-year project peak discharge of 51 cfs, the ditch should have a depth of two feet, a longitudinal slope of 5% to match existing terrain, and 3H:1V side slopes. Due to the steepness of the longitudinal slope, this ditch will have supercritical flow and high velocities, therefore requiring the channel to be armored with permanent turf reinforcement matting or rock riprap. The channel could be designed at a more shallow longitudinal slope, but the cost of the channel would likely increase due to the necessity of drop structures and a deeper channel. Refer to Figure 5 for a typical section of the proposed ditch along Nutty Brown Road and Figure 6 for a typical section of the proposed ditch along the Private Drive. FlowMaster calculations are provided in the appendix.

A 24" culvert with upstream and downstream headwalls is recommended under the Private Drive to convey flows from the Libersat property to the downstream channel. If this alternative is selected FNI recommends verifying the capacity of the existing channel downstream of the culvert during final design to determine if improvements are needed to the existing channel. The capacity of the channel should be verified because this alternative routes the 100-year peak discharge around the Libersat property and does not decrease runoff generated from construction of the Nutty Brown Road improvements. Downstream of DP2 a larger basin contributes to the existing channel and as such, it is likely that this alternative will not require the downstream improvements.

#### **Alternative 2**

The second alternative is to construct a detention facility within the right-of-way along Nutty Brown Road in the southwest corner of the Libersat property, as shown in Figure 7. The purpose of the facility is to detain the increased discharge at DP-1.

The detention facility should be located within the County's right-of-way; however an additional 400 square foot easement will be required to accommodate the outfall structure. The existing fence in the right-of-way will need to be removed and replaced at the right-of-way boundary.

The pond should be sized as a multi-staged facility to detain project flows up to and including the 100-year storm event and release existing peak flows for each event. To minimize the pond's footprint within the County's limited right-of-way, the pond could be constructed as a concrete basin with vertical walls. To meet 100-year detention needs, the dimensions of the pond are approximately 180 feet long, 20 feet wide, and eight feet deep to fit within the right-of-way and be offset five feet from adjacent roadways. A guardrail should be installed along Nutty Brown Road and the adjacent drives for safety. A culvert and

Elevation ft    Streams  
 Minor    Ditch  
 Major    Right of Way

NUTTY BROWN ROAD

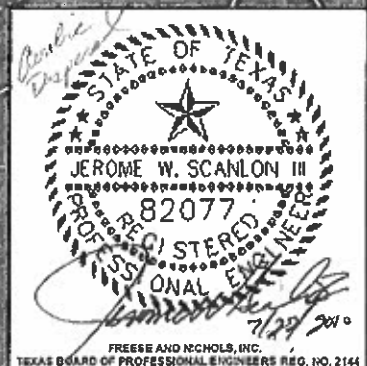
Existing ditch

LIBERSAT PROPERTY

Proposed 2' deep ditch with  
 3H:IV side slopes

PRIVATE DRIVE

Proposed 24" RCP  
 and 2 headwalls



PROJECT NO. HAS10126  
 DATE CREATED April 2010  
 DATUM & COORDINATE SYSTEM  
 NAD83 State Plane (feet) Texas South Central  
 FILE NAME Alternat1.mxd  
 PREPARED BY mja

**FREESE AND NICHOLS, INC.**  
 10814 JOLLYVILLE ROAD  
 BUILDING 4, SUITE 100  
 AUSTIN, TX 78759  
 PHONE: 512.617.3100

HAYS COUNTY  
**Nutty Brown Road Drainage Review**

**Alternative 1**

0 50 100  
 Feet



FIGURE

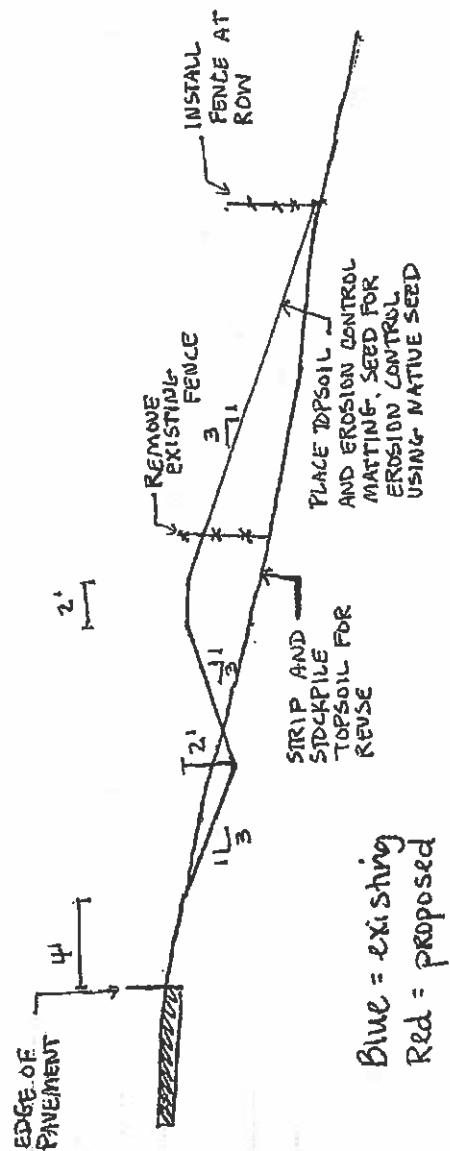
4

Updated: Thursday, June 17, 2010

Updated By: mja

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FIGURE 5  
TYPICAL SECTION OF  
PROPOSED PITCH  
ALONG NUTTY BROWN  
ROAD

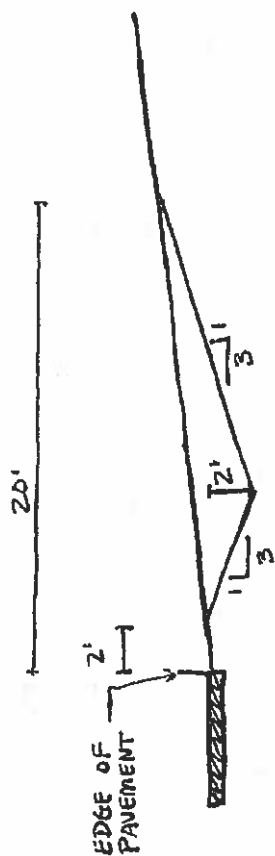


Blue = existing  
Red = proposed

Title:

Date:

By:



Blue = existing  
Red = proposed

TYPICAL SECTION OF  
PROPOSED DITCH  
ALONG PRIVATE  
DRIVE

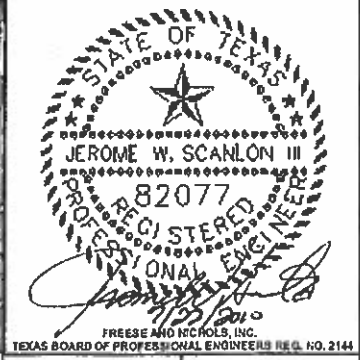
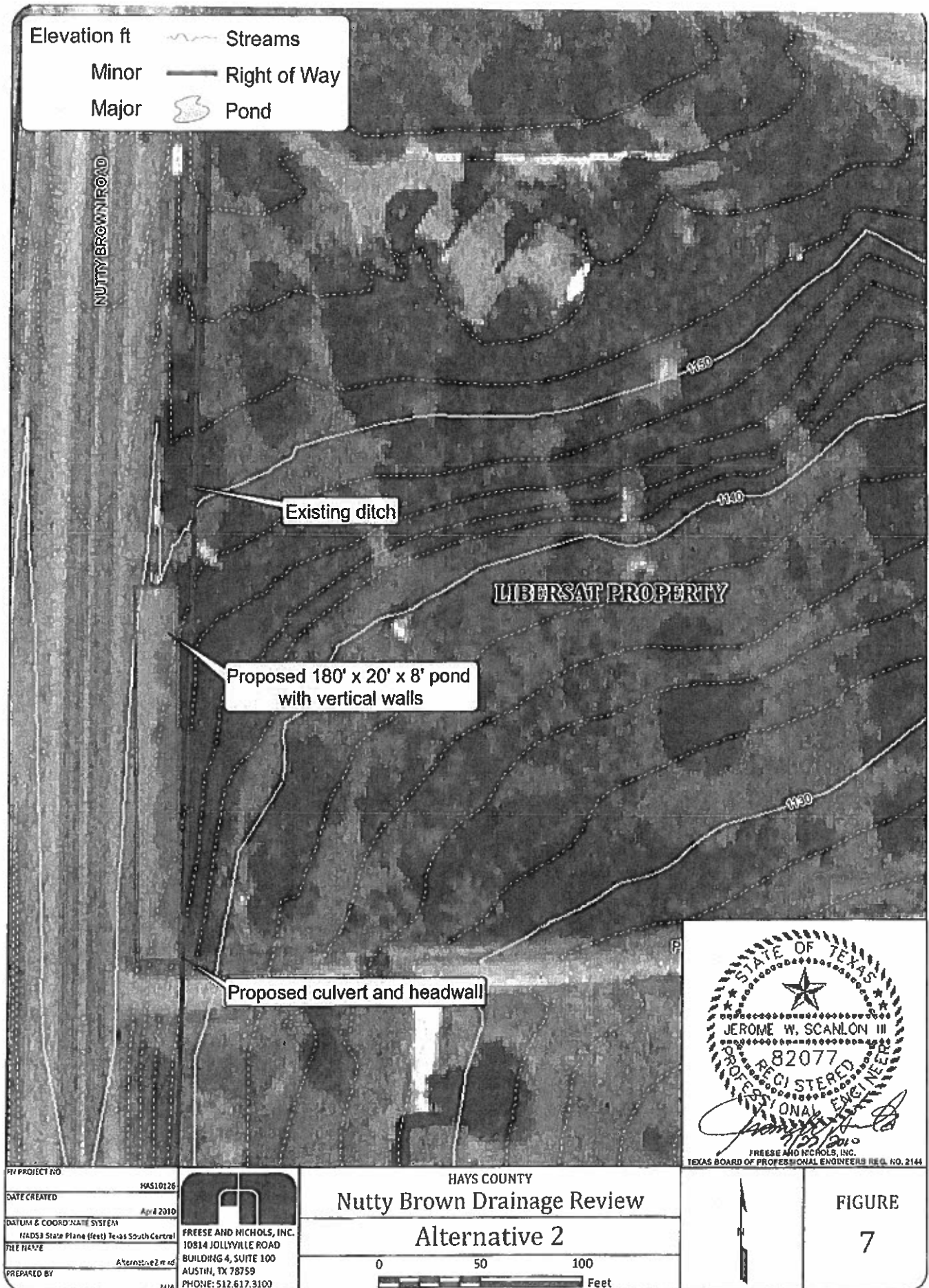
FIGURE  
6

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

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

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

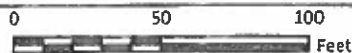
Elevation ft    Streams  
 Minor    Right of Way  
 Major    Pond



PROJECT NO. HAS10126  
 DATE CREATED April 8 2010  
 DATUM & COORDINATE SYSTEM NAD83 State Plane (feet) Texas South Central  
 FILE NAME Alternative2.mxd  
 PREPARED BY HUA

**FREES AND NICHOLS, INC.**  
 10814 JOLLYVILLE ROAD  
 BUILDING 4, SUITE 100  
 AUSTIN, TX 78759  
 PHONE: 512.617.3100

HAYS COUNTY  
**Nutty Brown Drainage Review**  
**Alternative 2**



**FIGURE**  
**7**

Updated: Thursday, June 17, 2010

Updated By: mja

File: H:\STORMWATER\FINAL\_EXHIBITS\Alternative2.mxd



headwall should be installed at the outfall of the pond. PondPack calculations are attached in the appendix.

An earthen facility could be used to detain the increase in 100-year flows as well; however this alternative would most likely require obtaining additional easement and would be more expensive than the concrete facility.

#### **Opinions of Probable Construction Cost**

The cost of constructing a two foot deep channel is approximately \$111,095, including a 30% contingency. An itemized list of the probable construction cost is contained in the appendix. This drainage ditch will require obtaining a 20-foot wide, 400-foot long right-of-way or drainage easement along the existing Private Drive. The real estate cost associated with acquiring additional right-of-way or drainage easement is unknown and not included in the cost estimate.

The cost of constructing a concrete detention facility is approximately \$179,475, including a 30% contingency. An itemized list of the probable construction cost is contained in the appendix. Construction of the detention facility will require obtaining approximately 400 square feet of right-of-way or drainage easement. The real estate cost associated with acquiring additional right-of-way or drainage easement is unknown and not included in the cost estimate.

#### **Recommendation**

It is the opinion of FNI that the best solution to handle the increase in peak discharges on the Libersat property is Alternative 1. Although both alternatives are viable and resolve the drainage issues at the Libersat property, Alternative 1 offers several advantages in our opinion. Construction of the detention facility eliminates use of the Libersat's frontage and would require on-going maintenance. Locating a detention facility along the roadway also raises safety concerns for drivers and pedestrians. The construction cost for the channel is approximately \$68,000 less than the cost for the detention facility. The drainage ditch also requires obtaining less right-of-way than a detention facility. However, if the ditch alternative is implemented, the County should verify that there is no adverse impact downstream of the Libersats.



## AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS                   §

COUNTY OF TARRANT           §

This AGREEMENT is entered into by Hays County, hereinafter called "OWNER" and Freese and Nichols, Inc., hereinafter called "FNI." In consideration of the AGREEMENTS herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this AGREEMENT: OWNER agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; OWNER agrees to pay to FNI compensation. The Project is described as follows: Analysis of an additional drainage improvement alternative near 12705 Nutty Brown Road.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of OWNER which is attached to and made a part of this AGREEMENT.
- III. **COMPENSATION:** OWNER agrees to pay FNI for all professional services rendered under this AGREEMENT in accordance with Attachment CO - Compensation which is attached hereto and made a part of this AGREEMENT. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of \$7,500. Details concerning the fee are included in Attachment CO.  
  
If FNI's services are delayed or suspended by OWNER, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this AGREEMENT has been revised.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the OWNER and FNI.

Nothing under this AGREEMENT shall be construed to give any rights or benefits in this AGREEMENT to anyone other than OWNER and FNI, and all duties and responsibilities undertaken pursuant to this AGREEMENT will be for the sole and exclusive benefit of OWNER and FNI and not for the benefit of any other party.

This AGREEMENT constitutes the entire AGREEMENT between OWNER and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this AGREEMENT, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

**Hays County**  
(OWNER)

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

\_\_\_\_\_  
Print or Type Name and Title

ATTEST:

**Freese and Nichols, Inc.**  
(FNI)

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

\_\_\_\_\_  
Print or Type Name and Title



## SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

### ARTICLE I

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the additional drainage improvement alternative schematic design.

#### A. PRELIMINARY PHASE

1. Data Collection and Site Reconnaissance:
  - a. Make one site visit to collect additional field information related to the existing concrete headwall, drainage channel, and culvert that would be part of the revised alternative.
  - b. Schematic design will be based on available data and will not include topographic survey.
2. Review previously obtained drainage studies, calculations, road improvement plans, topographic data, and GIS data to determine current design parameters related to the existing culvert south of the Liebersat Property.
3. Revise previously completed existing condition hydrologic and hydraulic calculations to include the additional drainage areas and downstream properties.
4. Revise the technical memorandum for the County providing a summary of the additional engineering analyses, recommendations, schematic layouts, conceptual design criteria, and opinions of probable construction cost which includes estimates of contingencies and allowances for charges of professionals and consultants.
  - a. Estimates of the cost of land and rights-of-way, compensation for or damages to properties and interest and financing charges will be provided by OWNER or others so designated by OWNER.
  - b. Furnish two hard copies and a PDF copy of the Draft memorandum for County review and comments.
  - c. FNI will incorporate the County comments as appropriate and will provide two hard copies and a PDF copy of the final memorandum.
5. Meetings: FNI will attend one meeting with the County to discuss the memorandum.

### ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by OWNER, which are not included in the above described basic services, are described as follows:

- A. Field surveying required for the preparation of designs and drawings.
- B. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- C. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- D. Provide Geotechnical investigations, studies and reports.

[OFF10041] L:\Resources\Contract Blue Sheets\H\Hays County\Nuttty Brown Road Additional Drainage Design\2010 08-06 Draft AGREEMENT.Docx

FNI \_\_\_\_\_

SC-1

OWNER \_\_\_\_\_

### ARTICLE III

**TIME OF COMPLETION:** FNI is authorized to commence work on the Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule: FNI will provide the County with a Draft memorandum within 4 weeks of receiving a notice to proceed. The Final memorandum will be completed within 2 weeks of receiving comments from the County.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay.

### ARTICLE IV

**RESPONSIBILITIES OF OWNER:** OWNER shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to FNI's services for the Project.
- B. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

### ARTICLE V

**DESIGNATED REPRESENTATIVES:** FNI and OWNER designate the following representatives:

Owner's Designated Representative:

Karen Ford, Commissioner Precinct 4, 512.858.7268, karen.ford@co.hays.tx.us

FNI's Project Manager:

Jay Scanlon P.E., CFM; 10814 Jollyville Rd., Bldg. 4, Ste. 100, Austin, Texas 78759; Telephone No. 512.617.3115, Fax No. 512.617.3101; e-mail [jws@freese.com](mailto:jws@freese.com)

FNI's Accounting Representative:

Jana Collier, 4055 International Plaza, Suite 200, Fort Worth, Texas 76109-4895; Telephone No. 817.735.7354; Fax No. 817.735.7480; e-mail [jvc@freese.com](mailto:jvc@freese.com)

## COMPENSATION

### LUMP SUM WITH ADDITIONAL WORK BASED ON HOURLY RATES

- A. **Basic Services:** Compensation to FNI for the Basic Services in Attachment SC shall be the lump sum of \$7,500. If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

B.

**Schedule of Charges:**

Position	Min	Max	Position	Min	Max
PRINCIPAL	175.88	354.08	3D VISUALIZATION COORDINATOR	114.59	148.30
GROUP MANAGER	148.70	233.80	ENVIRONMENTAL SCIENTIST VII	140.80	192.80
ENGINEER VIII	208.38	241.34	ENVIRONMENTAL SCIENTIST VI	127.79	165.37
ENGINEER VII	165.59	214.30	ENVIRONMENTAL SCIENTIST V	107.39	139.97
ENGINEER VI	144.54	198.85	ENVIRONMENTAL SCIENTIST IV	92.80	123.20
ENGINEER V	127.39	152.80	ENVIRONMENTAL SCIENTIST III	77.44	105.60
ENGINEER IV	104.90	135.90	ENVIRONMENTAL SCIENTIST II	56.14	72.65
ENGINEER III	99.23	124.61	ENVIRONMENTAL SCIENTIST I	55.54	71.88
ENGINEER II	90.72	128.83	ARCHITECT VI	140.27	198.40
ENGINEER I	77.86	95.74	ARCHITECT V	117.37	151.89
ELECTRICAL ENGINEER VI	145.25	187.97	ARCHITECT IV	94.47	122.25
ELECTRICAL ENGINEER V	127.06	164.44	ARCHITECT III	89.92	116.37
ELECTRICAL ENGINEER IV	108.88	140.91	ARCHITECT II	72.95	94.41
ELECTRICAL ENGINEER III	87.39	113.10	ARCHITECT I	69.15	77.79
ELECTRICAL ENGINEER II	84.81	109.75	PLANNER VI	139.38	176.03
ELECTRICAL ENGINEER I	79.83	103.30	PLANNER V	105.29	136.26
MECHANICAL ENGINEER VI	138.28	178.96	PLANNER IV	82.93	107.32
MECHANICAL ENGINEER V	122.52	158.56	PLANNER III	75.26	97.40
MECHANICAL ENGINEER IV	106.76	138.16	PLANNER I	61.93	80.15
MECHANICAL ENGINEER III	94.53	122.33	HYDROLOGIST V	118.48	153.33
PROGRAM MANAGER II	142.83	184.84	HYDROLOGIST IV	93.08	120.45
CONSTRUCTION CONTRACT ADMIN III	105.60	158.40	HYDROLOGIST III	85.53	110.89
CONSTRUCTION CONTRACT ADMIN II	76.80	114.33	HYDROLOGIST II	77.98	100.92
CONSTRUCTION CONTRACT ADMIN I	71.78	96.00	GEOTECHNICAL ENGINEER VI	151.75	196.38
DOCUMENT CONTROL CLERK	68.19	88.25	PUBLIC INVOLVEMENT COORDINATOR	86.12	111.44
SR DESIGNER	126.24	163.36	WEB SERVICES ADMINISTRATOR	100.80	130.45
DESIGNER II	110.65	143.19	WORD PROCESSING/SECRETARIAL	42.88	71.20
DESIGNER I	87.88	113.73	OPERATIONS ANALYST	89.60	123.20
CADD DESIGNER	119.42	130.14	CONTRACT ADMINISTRATOR	59.16	76.56
TECHNICIAN IV	84.90	104.03	INFORMATION SERVICES ADMINISTRATOR	51.11	66.14
TECHNICIAN III	71.39	95.58	INFORMATION SERVICES CLERK III	40.66	52.62
TECHNICIAN II	60.38	79.20	INFORMATION SERVICES CLERK II	37.62	48.68
TECHNICIAN I	47.04	60.45	INFORMATION SERVICES CLERK I	34.24	48.80
GIS COORDINATOR	93.24	120.67	CO-OP	32.00	64.00
GIS ANALYST IV	84.46	109.30			
GIS ANALYST III	65.66	91.20			
GIS ANALYST II	59.04	81.38			
GIS ANALYST I	46.24	59.84			

The ranges and individual salaries will be adjusted annually.

**RATES FOR INHOUSE SERVICES**

Computer and CAD	Calcomp Plotter	Color Copies & Printing	Print Shop
PC CAD Stations	Bond		\$0.50 per single side copy
\$10.00 per hr.	Other		\$1.00 per double side copy
	Color		
		Black & White Copies & Printing	\$0.10 per single side copy
			\$0.20 per double side copy
		Binding	\$5.75 per book

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from Fort Worth, and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent person other than staff members.

ggp:08-10-09

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FNI \_\_\_\_\_

CO-1

OWNER \_\_\_\_\_

## TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Client as used herein refers to the Hays County. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the AGREEMENT.
2. **CHANGES:** Client, without invalidating the AGREEMENT, may order changes within the general scope of the WORK required by the AGREEMENT by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the AGREEMENT, an equitable adjustment will be made by mutual agreement and the AGREEMENT modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this AGREEMENT may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client and Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Client certificates of insurance which shall contain the following minimum coverage (All limits in thousands):
 

<b>Commercial General Liability</b> General Aggregate      \$2,000	<b>Workers' Compensation</b> Each Accident      \$500
<b>Automobile Liability (Any Auto)</b> CSL      \$1,000	<b>Professional Liability</b> \$3,000 Annual Aggregate
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the AGREEMENT shall create any contractual relation between any subcontractor and Client.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this AGREEMENT shall be the property of the Client upon payment of FNI's fees for services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI will be at Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this AGREEMENT in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

FNI \_\_\_\_\_  
 CLIENT \_\_\_\_\_

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this AGREEMENT, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the AGREEMENT, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Client against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Client designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this AGREEMENT before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to CLIENT and in acceptance of the services as satisfactory by the CLIENT. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this AGREEMENT will be added to FNI's compensation.
- If CLIENT fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to CLIENT, suspend services under this AGREEMENT until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **ARBITRATION:** No arbitration arising out of, or relating to, this AGREEMENT involving one party to this AGREEMENT may include the other party to this AGREEMENT without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** CLIENT and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and FNI are hereby bound to the other party to this AGREEMENT and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this AGREEMENT.
- Neither CLIENT nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this AGREEMENT. Should there be any conflict between the Purchase Order and the terms of this AGREEMENT, then this AGREEMENT shall prevail and shall be determinative of the conflict.

FNI \_\_\_\_\_  
CLIENT \_\_\_\_\_

## *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 fill the County Extension Agent-Agriculture/Natural Resources position in Hays County.**

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY: Cheryl Mapston, District Extension Administrator will make a recommendation to the court.**

P.O. Box 1849  
Uvalde, TX 78802-1849  
830-278-9151  
[cmapston@ag.tamu.edu](mailto:cmapston@ag.tamu.edu)



August 13, 2010

Elizabeth Sumter  
County Judge  
111 E. San Antonio St., Ste. 300  
San Marcos, TX 78666

THE Honorable Judge Sumter:

The following statement can be used to place us on the Commissioners' Court agenda for the Court meeting August 24, 2010.

"Recommendation and request for court action in filling the County Extension Agent- Agriculture/Natural Resources- Hays County".

We are pleased to request the transfer appointment of Richard Parrish to this position.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl Mapston".

District Extension Administrator

CM/mg

## ***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 allow the Road Department to perform one-time maintenance of Antioch Cemetery on Old Black Colony Road near Buda.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED: County Labor only**

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

**REQUESTED BY: Borcharding/Jim Cullen**

**SPONSORED BY: Commissioner Barton**

**SUMMARY: Antioch Cemetery is currently not County maintained, but there is no established cemetery association with a reliable income to fund maintenance. There are approximately 10 sizeable dead trees on the property that are outside the means of the caretakers to remove. Jim Cullen, a longtime promoter/preservationists of Hays County's historical cemeteries, has asked if the Road Department might assist in the removal of these trees. This project would be a "catch-as-catch-can" project that would not interfere with any scheduled maintenance project. Staff recommends approval of this item. The caretakers are not asking for permanent County maintenance.**



## *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 release the FY10 budgeted one time county employee cost of living adjustment on September 1, 2010.**

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY: In the FY2010 budget there is an approved one time pay-out for county employees for a cost of living adjustment. The court stipulated that the release of payment was tied to 3 consecutive months of an increase in sales tax. The county had sales tax increases from last year for the months of April, May, June and July. See attached.**

# SALES TAX COLLECTIONS

	FY2001	FY2002	FY2003	FY2004	FY2005	NET 2006	Net 2007	NET 2008	Net 2009	NET 2010	difference over 2009	% increase
OCTOBER	\$ 522,939	\$ 516,697	\$ 492,499	\$ 532,566	\$ 562,108	\$ 670,729	\$ 741,477	\$ 779,253	\$ 843,780	\$ 785,111	\$ (58,670)	-7.53%
NOVEMBER	\$ 420,720	\$ 424,307	\$ 429,200	\$ 438,642	\$ 493,236	\$ 577,734	\$ 705,795	\$ 727,692	\$ 711,338	\$ 660,199	\$ (51,139)	-8.85%
DECEMBER	\$ 455,132	\$ 464,046	\$ 470,532	\$ 513,778	\$ 520,417	\$ 692,497	\$ 770,863	\$ 782,747	\$ 794,094	\$ 753,995	\$ (40,099)	-5.79%
JANUARY	\$ 632,031	\$ 641,727	\$ 667,590	\$ 669,169	\$ 777,522	\$ 927,144	\$ 987,503	\$ 1,087,284	\$ 1,046,072	\$ 1,087,556	\$ 41,483	4.47%
FEBRUARY	\$ 428,388	\$ 393,540	\$ 439,671	\$ 451,044	\$ 457,632	\$ 626,889	\$ 635,152	\$ 687,736	\$ 678,906	\$ 690,084	\$ 11,178	1.78%
MARCH	\$ 392,412	\$ 396,482	\$ 371,907	\$ 406,905	\$ 453,829	\$ 556,421	\$ 661,474	\$ 626,700	\$ 644,837	\$ 589,208	\$ (55,629)	-10.00%
APRIL	\$ 536,413	\$ 531,428	\$ 513,391	\$ 593,003	\$ 718,701	\$ 733,060	\$ 884,599	\$ 884,176	\$ 813,379	\$ 958,363	\$ 144,984	19.78%
MAY	\$ 445,731	\$ 472,092	\$ 458,404	\$ 503,208	\$ 529,556	\$ 769,013	\$ 657,496	\$ 896,388	\$ 728,172	\$ 757,023	\$ 28,851	3.75%
JUNE	\$ 465,284	\$ 437,869	\$ 443,258	\$ 466,380	\$ 535,193	\$ 601,567	\$ 720,048	\$ 836,942	\$ 705,602	\$ 781,288	\$ 75,686	12.58%
JULY	\$ 589,491	\$ 501,347	\$ 525,599	\$ 596,808	\$ 697,147	\$ 799,045	\$ 823,881	\$ 836,942	\$ 931,529	\$ 944,195	\$ 12,666	1.59%
AUGUST	\$ 592,253	\$ 465,497	\$ 518,587	\$ 559,259	\$ 600,676	\$ 744,221	\$ 769,789	\$ 793,406	\$ 785,145		\$ (785,145)	-105.50%
SEPTEMBER	\$ 483,745	\$ 492,220	\$ 496,750	\$ 542,055	\$ 682,987	\$ 744,250	\$ 802,988	\$ 810,647	\$ 815,499		\$ (815,499)	-109.57%
FY TOTAL	\$ 5,964,539	\$ 5,737,252	\$ 5,827,388	\$ 6,272,837	\$ 7,049,004	\$ 8,442,570	\$ 9,161,065	\$ 9,630,674	\$ 9,498,354		\$ (9,498,354)	-112.51%
% increase from prior yr		-3.81%	1.57%	7.64%	12.37%	19.77%	8.51%	5.13%	-1.37%			

NOTES: Sales tax for May, June, & July 2010 have not been reduced by the transfer to the Buda Tlitz which is estimated to be approx. \$6,000 for each month.

Sales Taxes for May 2008 includes a one time prnt of \$221,086 based upon an audit

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to execute a Contract for Engineering Services Supplemental #1 to the Professional Services Agreement and Work Authorization No.5 with Klotz Associates.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

**AMOUNT REQUIRED:** N/A

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

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

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

**SUMMARY:** Klotz Associates is the Design Engineer for the Southern segment of FM 1626; Work Authorization No. 5 and Supplemental #1 to the Professional Services Agreement will allow for the completion of:

- 1.) Modification of the Proposed Schematic for TxDOT Environmental Assessment
- 2.) 100% design plans of the Kahlbau pond, estimates, and other supporting documents
- 3.) 60% to 100% roadway design plans for FM 1626 from FM 2770 to RM 967
- 4.) 60% to 100% drainage design plans for FM 1626 from FM 2770 to RM 967
- 5.) 60% to 100% bridge design plans for FM 1626 at Mustang Creek and Onion Creek
- 6.) Additional survey services in support of expediting ROW acquisition completion
- 7.) The maximum amount payable for services under Work Authorization No. 5 without modification would be \$205,000.00; The funding will come from the allocated monies budgeted for the pass through bond program which is within the engineering budget that was already presented to and approved by the Court.
- 8.) The Compensation Cap for the Professional Services Agreement is requested to be increased from \$2,484,628.00 to \$3,184,628.00; The funding will come from the allocated monies budgeted for the pass through bond program which is within the engineering budget that was already presented to and approved by the Court.

See attachment.

FM 626 Design Services									
Work Authorization Number		Design		Subconsultants				8/12/2010	
Description		PS&E	Environmental	Geotechnical	Surveying	Total Fee			
		Klotz Associates	Hicks	Raba-Kistner	SAM, Inc.				
WA #5	PS&E and Kahlbau Pond Design	\$ 130,119.25	\$ 26,957.00	\$ 15,933.75	\$ 31,990.00	\$ 205,000.00			
WA #6	90%, 100% & Final PS&E for FM 1626	\$ 389,027.50	\$ -	\$ -	\$ 45,972.50	\$ 435,000.00			
WA #7	Contingency	\$ 60,000.00	\$ -	\$ -	\$ -	\$ 60,000.00			
Total Work Authorization Fees		\$ 579,146.75	\$ 26,957.00	\$ 15,933.75	\$ 77,962.50	\$ 700,000.00			
Percentage of Total Work Authorization Fees		83%	4%	2%	11%	100%			
		REQUESTED INCREASE IN COMPENSATION CAP					\$ 700,000.00		

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to amend the Development Services budget to purchase two computers and a replacement high-capacity scanner.

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

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

**AMOUNT REQUIRED:** \$8,000.00

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 001-710-05.5712

**REQUESTED BY:** Lisa A. Wright, Deputy Director of Development Services/Senior Planner

**SPONSORED BY:** Sumter

#### **SUMMARY:**

The Development Services Division has requested two (2) computers in the upcoming 2010-2011 budget; however, at the Division's budget presentation, members of the Court recommended that these items be purchased out of current surplus funds if possible. Additionally, the high-capacity scanner currently in use by the Division is several years old and is beginning to malfunction on a regular basis and is in need of replacement. There is sufficient funding in line item 001-710-05.5448, and I am hereby requesting that \$8,000.00 be reallocated for this equipment.

IT obtained the attached quotes based on the planned uses for the equipment.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to amend the Development Services budget to purchase two computers and a replacement high-capacity scanner.

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$ 8,000.00

**LINE ITEM NUMBER:** 001-710-08.5712 from 001-710-08.5448

**COUNTY PURCHASING GUIDELINES FOLLOWED:** Yes

**PAYMENT TERMS ACCEPTABLE:** Yes

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

**DELL****QUOTATION**

QUOTE #: 553045698

Customer #: 9657350

Contract #: 48ABO

Customer Agreement #: DIR-SDD-890-TX

Quote Date: 8/16/10

Date: 8/16/10 12:58:43 PM

Customer Name: HAYS COUNTY - AUDITORS

*ENV. HEALTH*

<b>TOTAL QUOTE AMOUNT:</b>	<b>\$4,724.82</b>		
<b>Product Subtotal:</b>	<b>\$4,724.82</b>		
<b>Tax:</b>	<b>\$0.00</b>		
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>		
<b>Shipping Method:</b>	<b>Ground</b>	<b>Total Number of System Groups:</b>	<b>1</b>

GROUP: 1	QUANTITY: 2	SYSTEM PRICE: \$2,204.02	GROUP TOTAL: \$4,408.04
<b>Base Unit:</b>	Vostro 430 Mini Tower H57 (224-8158)		
<b>Processor:</b>	Intel Core i7-870 Proc, 2.93, VOSTRO (317-2276)		
<b>Memory:</b>	4GB Dual Channel DDR3 SDRAM 1333MHz - 2DIMMs Vostro (317-2287)		
<b>Keyboard:</b>	Dell Multi Media Pro Keyboard 104 US BDT Vostro (330-5301)		
<b>Monitor:</b>	Dell E Series 23 W Monitor E2310H Vostro (320-0882)		
<b>Video Card:</b>	1GB NVIDIA GeForce GT220 M205 Vostro (320-8364)		
<b>Hard Drive:</b>	250GB Serial ATA Hard Drive (7200RPM) w/DataBurst Cache Vostro (341-0693)		
<b>Floppy Disk Drive:</b>	No Dell 19-in-1 Media Card Reader Selected Vostro (341-0736)		
<b>Operating System:</b>	Windows 7 Professional, Media, 32-bit, Desktop, Vostro, English (421-1560)		
<b>Operating System:</b>	Windows 7 Label, Optiplex, Fixed Precision, Vostro Desktop (330-6228)		
<b>Operating System:</b>	Windows Live Search, Multiple User Interface, SMB (421-0320)		
<b>Mouse:</b>	Dell Laser 6 button Mouse Vostro (330-5304)		
<b>NIC:</b>	Integrated 10/100/1000 Ethernet (430-3246)		
<b>Modem:</b>	No Modem Requested (313-5469)		
<b>TBU:</b>	Adobe Reader 9.0 Multi Language, for Dell Vostro Notebooks and Desktops (410-1858)		
<b>CD-ROM or DVD-ROM Drive:</b>	Roxio Creator Dell Edition 10.3 Media Vostro (421-1188)		
<b>CD-ROM or DVD-ROM Drive:</b>	16X (DVD+-RW) Burner Drive Vostro (313-8887)		
<b>CD-ROM or DVD-ROM Drive:</b>	Screw, M3X5MM, HX, TF, ZPS, Vostro (330-6179)		
<b>CD-ROM or DVD-ROM Drive:</b>	Cyberlink Power DVD 8.3 Playback Vostro (421-2080)		
<b>Sound Card:</b>	INFO, GNRC, PN (313-8480)		
<b>Speakers:</b>	DELL AX210 USB Stereo Speakers Vostro (313-9056)		
<b>Documentation Diskette:</b>	Vostro Documentation English, 110V Power Setting (330-1600)		
<b>Documentation Diskette:</b>	125 Volt Power Cord for US (330-1718)		
<b>Documentation Diskette:</b>	Vostro Shipping information (330-1718)		
<b>Bundled Software:</b>	No Pre-installed Productivity Software (420-7281)		
<b>Factory installed Software:</b>	No Pre-installed Security Software (420-7262)		
<b>Feature</b>	Resource CD and DVD contains Diagnostics and Driver H67 for Dell Vostro Systems (330-9516)		
<b>Service:</b>	Dell Hardware Limited Warranty Plus Onsite Service Extended Year(s) (905-4878)		
<b>Service:</b>	Dell Hardware Limited Warranty Plus Onsite Service Initial Year (905-3517)		
<b>Service:</b>	Thank you choosing Dell ProSupport. For tech support, visit <a href="http://support.dell.com/ProSupport">http://support.dell.com/ProSupport</a>		

	or call 1-866-5 (989-3449)
Service:	ProSupport for IT: Next Business Day Parts and Labor Onsite Response 2 Year Extended (905-4292)
Service:	ProSupport for IT: Next Business Day Parts and Labor Onsite Response Initial Year (906-2570)
Service:	ProSupport for IT: 7x24 Technical Support for certified IT Staff, 2 Year Extended (986-0002)
Service:	ProSupport for IT: 7x24 Technical Support for certified IT Staff, Initial (986-5330)
Support:	CompleteCare Accidental Damage Protection, 3 Year (986-0092)
Support:	Info, Complete Care (988-7689)
	Dell E Series 23 W Monitor E2310H Vostro (320-0882)
	Windows Quick Reference Guide English Vostro (330-5391)
	No 1394 Vostro (311-8792)

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
DS-224STA Dual Monitor Flex Stand (A2690888)	2	\$158.39	\$316.78
Number of S & A Items: 1		S&A Total Amount: \$316.78	

SALES REP:	Lance Miller	PHONE:	18004563355
Email Address:	Lance_Miller@Dell.Com	Phone Ext:	5139186

Please review this quote carefully. If complete and accurate, you may place your order online at [www.dell.com/qto](http://www.dell.com/qto) (use quote number above). POs and payments should be made to **Dell Marketing L.P.**

If you do not have a separate agreement with Dell that applies to your order, please refer to [www.dell.com/terms](http://www.dell.com/terms) as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at [www.dell.com/returnpolicy#total](http://www.dell.com/returnpolicy#total). If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at [www.dell.com/partner](http://www.dell.com/partner). If your order includes services, visit [www.dell.com/servicecontracts](http://www.dell.com/servicecontracts) for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as **Dell Marketing L.P.**, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a **State Environmental Fee** will be applied. For Asset Recovery/Recycling Services, visit [www.dell.com/assetrecovery](http://www.dell.com/assetrecovery).



CDW CDW-G CDW Canada

Your Account Manager: Juan Camargo -

Shopping Cart 0 Items Support Log Off



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Quote #

[Edit](#)

To forward this quote, click "Send quote to an associate." To convert this quote to an order, click "Add to Cart."

## Quote Information

Quote #: 1B2SM5W

Status: Open

Quote Date: 8/16/2010

Contact: MARVA FILLA

Description: ENV HEALTH

## Billed From Address

CDW Government Inc.  
230 N. Milwaukee Ave  
Vernon Hills, IL 60061

(800) 594-4239

## Shipping Address

HAYS COUNTY INFORMATION TECHNOLOGY

ATTN: MARVA FILLA  
3413 HUNTER ROAD SUITE E  
SAN MARCOS, TX 78666

## Need Help?

Contact  
Juan Camargo  
Phone: (866) 405-6241  
Fax: (312) 705-6472  
[E-Mail quote to Juan](#)

## Billing Address

MARVA FILLA  
ATTN: HAYS COUNTY  
3413 HUNTER RD STE E  
SAN MARCOS, TX 78666-9349

(512) 393-2845

## Payment Method

Select payment method during checkout.

## Shipping Method

FedEx Ground

*ENV. HEALTH*

Product	Contract	CDW	Mfg Part #	Qty	Price	Ext. Price
Fujitsu - fi-S530C2 Color Departmental Scanner	Tcpr Contract #4713	1293999	PA03334-B605	1	\$2,663.73	\$2,663.73
Fujitsu Advance Exchange In-warranty - extended service agreement - 1 year	Tcpr Contract #4713	1972511	S5530C2-AE1WNBD-1	1	\$677.29	\$677.29
Sub-Total						\$3,341.02
Shipping						\$0.00
Grand Total						\$3,341.02

\*Tax may change if this quote is amended by your account manager.

[ADD TO CART](#)

## Company Information

Who We Are  
Locations  
Careers  
Community Involvement  
Diversity

## My Account

Log On  
Create an Account  
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Email Subscriptions  
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## *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 Commissioner Ford and Hays County Water Conservation Working Group to develop and distribute informational materials on rainwater collection.**

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED: Not to exceed \$5,000**

**LINE ITEM NUMBER OF FUNDS REQUIRED: 171-691-00.5301**

**REQUESTED BY:**

**SPONSORED BY: Ford**

**SUMMARY:**

**The Rainwater Revival is set for October 9, 2010 and members of the HC WCWG will have a booth to promote the benefits of rainwater collection. We need funds to refine and print our brochure as well as other materials for distribution during the Rainwater Revival.**

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to authorize Commissioner Ford and Hays County Water Conservation Working Group to develop and distribute informational materials on rainwater collection.

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$5,000.00

**LINE ITEM NUMBER:** 171-691-00.5301

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

**PAYMENT TERMS ACCEPTABLE:** N/a

**COMMENTS:**

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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

## *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

**AGENDA ITEM:** Declare an emergency and amend the budget of the Juvenile Detention Center. .

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

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

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

**AMOUNT REQUIRED:** \$

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Herzog

**SPONSORED BY:** JUDGE SUMTER

**SUMMARY:**

FUND NO. 001  
FUND TITLE: GENERAL FUND

		Appropriation before	<u>Amendment</u>		Appropriation as
<u>Line Item - Expenditures</u>		<u>Amendment</u>	<u>Increases</u>	<u>Decreases</u>	<u>Amended</u>
<u>COUNTY WIDE OPERATIONS (645):</u>					
001-645-00.5901_070	Perm transfer to Juv Ctr	-0-	900,000		900,000

Emergency Transfer to Juvenile Center from reserves.

FUND NO. 070  
FUND TITLE: JUVENILE CENTER

JUVNEILE CENTER (685):

			<u>DECREASE</u>	<u>INCREASE</u>	
070-685-00.4901_001	Perm transf from Gen Fund	-0-		900,000	900,000

ORDER AMENDING THE COUNTY OF HAYS BUDGET  
FOR FY ENDING SEPTEMBER 30, 2010

THE STATE OF TEXAS  
COUNTY OF HAYS

WHEREAS, on the 24<sup>th</sup> day of August, A.D., 2010, the Commissioners' Court of Hays County, Texas

has determined that a need exists for the reallocation of certain appropriations included in the FY 2010 Budget in accordance with the attached list which is hereby made a part hereof. It was also determined and agreed that the need was of such a nature as to justify and require amendment of the Budget, as provided in Section 111.010(C), Local Government Code.

THE COMMISSIONER'S COURT hereby declares that the expenditures for such items on the attached list were not provided for in the original Budget and were required by unusual and unforeseen conditions which could not, by reasonable diligent thought and attention have been included in the original Budget, and that a grave public necessity for such expenditures created an emergency for such items to be provided for by amendment to the original Budget.

NOW, THEREFORE, the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, pursuant to the authority granted to it under Section 111.010(C), Local Government Code, ORDERS that the pertinent parts of the County of Hays Budget for the Fiscal Year ending September 30, 2010 be and they are hereby amended as indicated on the attached list.

It is the further order of the COMMISSIONERS' COURT that a copy of the amendment provided herein be filed with the Clerk of the County Court of Hays County, with instructions that it be attached to the Budget originally adopted and now on file in the office of the County Clerk.

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 24<sup>th</sup> day of August 2010.

FOR ( ) \_\_\_\_\_  
AGAINST ( ) ELIZABETH 'LIZ' SUMTER  
ABSTAIN ( ) COUNTY JUDGE, HAYS COUNTY, TEXAS

FOR ( ) \_\_\_\_\_  
AGAINST ( ) DEBBIE GONZALES - INGALSBE  
ABSTAIN ( ) COMMISSIONER, PRECINCT 1

FOR ( ) \_\_\_\_\_  
AGAINST ( ) JEFF BARTON  
ABSTAIN ( ) COMMISSIONER, PRECINCT 2

FOR ( ) \_\_\_\_\_  
AGAINST ( ) WILL CONLEY  
ABSTAIN ( ) COMMISSIONER, PRECINCT 3

FOR ( ) \_\_\_\_\_  
AGAINST ( ) KAREN FORD  
ABSTAIN ( ) COMMISSIONER, PRECINCT 4

ATTEST:

\_\_\_\_\_  
LINDA C. FRITSCHKE  
COUNTY CLERK, HAYS COUNTY, TEXAS

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM:** Discussion and possible action to increase commitments from Hays County to the Greater San Marcos Economic Development Corporation (i.e. Partners for Progress) in order to fund the implementation plan developed out of our planning process.

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

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

**AMOUNT REQUIRED:** up to \$150,000

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 001-619-00.5718

**REQUESTED BY:**

**SPONSORED BY:** Commissioner Will Conley/Commissioner Debbie Ingalsbe

The Court has been supportive of Partners for Progress and now we are being asked to increase our financial commitment from Hays County in order to implement the Comprehensive plan. Our, current commitment is \$50,000. We are asking the Court to consider increasing our commitment to this important program. We must get more involved in economic development and for the first time in our history we have put together a regional organization that will promote and improve Economic Diversity, Quality of Life, and Workforce Excellence. This is good for all Hays county citizens and for our region. Furthermore, Partners will provide the following services specifically for Hays County:

- 1) Review and provide negotiation services for all incentive requests from Hays County cities and/or projects in Hays County;
- 2) Services – as requested – by cities and economic development organizations in Hays County;
- 3) Marketing and advertising for Hays County;
- 4) Assistance with business expansion and retention for all cities in Hays County;
- 5) Support and assistance with grants, or any other funding sources that would look favorable on a regional request.

In conclusion we believe this regional organization and regional cooperation will improve our community. Provide more opportunities for our citizens and business. Increasing our chances for a higher quality of life in our region. In tough economic times we believe making this investment will go a long ways towards getting our economy back on track in Hays County and our region.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to increase commitments from Hays County to the Greater San Marcos Economic Development Corporation (i.e. Partners for Progress) in order to fund the implementation plan developed out of our planning process.

**PREFERRED MEETING DATE REQUESTED:** August 24, 2010

## **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT:** \$150,000.00

**LINE ITEM NUMBER:**001-619-00.5718

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

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** This will require a budget amendment. Is this in addition to the \$50,000 budgeted for this year which has not been paid?

**Bill Herzog**

## **SPECIAL COUNSEL**

**Typically Requires 9 Business Day Review**

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

**COMMENTS:**

## **COMMISSIONERS' COURT**

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

## **COUNTY JUDGE**

*Signature Required if Approved*

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





111 E. San Antonio St., Suite 300  
San Marcos, Texas 78666

### Resolution in Support of the Partners for Progress

**WHEREAS**, the Partners for Progress of San Marcos has engaged public and private sector leaders in the Greater San Marcos Area who share a commitment to economic development and the drive to move forward to build stronger communities for its workers, businesses and families; and,

**WHEREAS**, since February 2009, 33 leaders in the Greater San Marcos area - including Hays and Caldwell Counties- have poured over results from 12 focus groups 26 one-on-one interviews with community leaders, and more than 1,000 community surveys; and,


**WHEREAS**, they also researched the organizational structure for economic development, statistics and demographics about the region, learned about global, national and regional economic trends - all to choreograph the best plan to keep the Greater San Marcos economy moving forward; and,


**WHEREAS**, the Strategic Plan provides the San Marcos Partners for Progress and the leaders within the Greater San Marcos region with a significant opportunity to come together for the first time, behind a regional plan for progressive and sustainable change; and

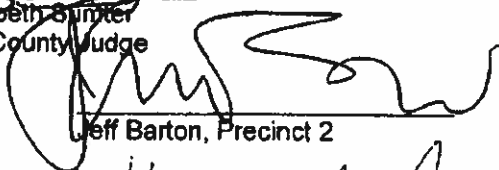
**WHEREAS**, The Partners for Progress and leaders involved understand that to achieve sustainable economic development for the region it is necessary to increase investment and capacity in the programs that support this Strategic Plan; and


**NOW THEREFORE BE IT RESOLVED** that the Commissioners' Court of Hays County, duly convened and acting in its capacity as the governing body of Hays County, does hereby wish to support the efforts of the San Marcos Progress for Progress.

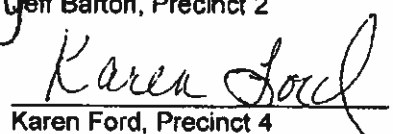
**ADOPTED BY VOTE OF THE COMMISSIONERS COURT OF HAYS COUNTY ON THIS 16<sup>TH</sup> DAY OF February 2010.**

  
Elizabeth Sumter  
Hays County Judge

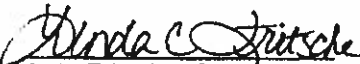
  
Debbie Gonzales Ingalsbe, Precinct 1

  
Jeff Barton, Precinct 2

  
Will Conley, Precinct 3

  
Karen Ford, Precinct 4

Attest:

  
Linda Fritsche, County Clerk



CHAIR  
Dr. Perry Moore  
*Texas State University-San Marcos*

Monday, August 16, 2010

VICE-CHAIR  
Commissioner Will Conley  
*Hays County, Texas*

Will Conley  
Hays County Commissioner  
1200 Thorpe Lane  
San Marcos, Texas 78666

SECRETARY  
Mayor Ray Sanders  
*City of Lockhart, Texas*

TREASURER  
Don Nash  
*Wells Fargo*

Commissioner Conley:

*City of San Marcos  
City of Lockhart  
Hays County  
Caldwell County  
Texas State University  
Greater San Marcos Area  
Chamber of Commerce  
Economic Development  
San Marcos  
Central Texas Medical Center  
San Marcos CISD  
San Marcos Manufactures  
Association  
Gary Job Corps*

The Greater San Marcos Economic Development Corporation was formed in late April 2010 to provide the organizational structure for a regional economic development strategy developed by 13 stakeholders in Hays-Caldwell Counties under the direction of Market Street Services, an Atlanta based economic development firm. Hays County participated in developing the plan in two ways. First, the county appointed two nominees to serve on the Partners for Progress steering committee that developed the comprehensive economic development strategic plan. Participants included Commissioner Will Conley and Commissioner Debbie Ingalsbe. Second, Hays County contributed \$25,000 toward the consulting fee.

Implementation of the regional plan will require additional funding over the next five years to realize our three goals: Economic Diversification, Workforce Excellence and Quality of Place. This month, the corporation began an extensive fund-raising effort to raise \$4 million for a 5-year program from both public entities and private investors. Each year, the organization will need \$800,000 to fund the needed capacity to support the plan initiatives.

The majority of the funding will come from the City of San Marcos, where approximately \$360,000 has been requested. Others have either pledged their support or have taken action on committing funds for the program. The total anticipated from these sources is over \$500,000, but to reach the annual goal of \$800,000, a significant portion remains. (See attached details)

We are asking Hays County to participate and provide funding to allow us to implement the 5-year strategic plan. In addition the Greater San Marcos Economic Development Corporation will provide the following services:

1) Review and provide negotiation services for all incentive requests from Hays County cities and/or projects in Hays County;

CHAIR  
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*Texas State University-San Marcos*

VICE-CHAIR  
Commissioner Will Conley  
*Hays County, Texas*

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*City of Lockhart, Texas*

TREASURER  
Don Nash  
*Wells Fargo*

*City of San Marcos*  
*City of Lockhart*  
*Hays County*  
*Caldwell County*  
*Texas State University*  
*Greater San Marcos Area*  
*Chamber of Commerce*  
*Economic Development*  
*San Marcos*  
*Central Texas Medical Center*  
*San Marcos CISD*  
*San Marcos Manufactures*  
*Association*  
*Gary Job Corps*

- 2) Services – as requested – by cities and economic development organizations in Hays County;
- 3) Marketing and advertising for Hays County;
- 4) Website with links to Hays County cities and a property search engine for all listed properties in Hays County.
- 4) Assistance with business expansion and retention for all cities in Hays County.
- 5) Support and assistance with grants, or any other funding sources that would look favorable on a regional request.

Currently, the smaller communities do not have professionals to assist with any of these services. Larger communities would benefit from the additional marketing and advertising that the Greater San Marcos Economic Development Corporation would provide.

This request provides information on our projected impact in the region over five years, our funding request from the City of San Marcos, campaign progress report listing committed investors, year one action plan from our comprehensive economic development strategic plan, and a list of our officers and board of directors.

Please let me know if you have further questions.

Respectfully submitted,



Amy Madison  
President / CEO  
Greater San Marcos Economic Development Corporation

Greater San Marcos Economic Development Corporation  
Officers & Board of Directors

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**BOARD OF DIRECTORS -**

***OFFICERS -***

**Chair** – Dr. Perry Moore; Provost, Texas State University-San Marcos

**Vice-Chair** – Will Conley; Commissioner of Hays County

**Secretary** – Ray Sanders; Nominee of Caldwell County

**Treasurer** – Don Nash; Chair of Economic Development San Marcos

**President/CEO** – Amy Madison

***MEMBERS OF THE BOARD -***

**Laurie Moyer** - City Manager of San Marcos

**Susan Narvaiz** - Nominee of City of San Marcos

**John Thomaides** - Nominee of City of San Marcos

**Dan Roy** - Chairman of Greater San Marcos Area Chamber of Commerce or Nominee

**Gary Jepson** - President of Central Texas Medical Center

**Lee Graham** - President of San Marcos Manufacturers' Association

**Dean Hoffman** - Director of Gary Job Corps Center

**Patty Shafer** - Superintendent of San Marcos CISD

\_\_\_\_\_ - Lead Member Nominee

\_\_\_\_\_ - Lead Member Nominee

\_\_\_\_\_ - Lead Member Nominee

\_\_\_\_\_ - General Member Nominee

8/17/2010

## **Campaign Progress Report as of 8/16/2010**

### **CAMPAIGN GOAL: \$800K ANNUALLY FOR 5 YRS.**

**\$25,000+**

**CITY OF SAN MARCOS - \$360K**  
**TEXAS STATE UNIVERSITY - \$50K**  
**HAYS COUNTY - \$50K+**  
**CTMC - \$25K**

**PRIME/TANGER OUTLET MALLS - \$50K\***  
**CALDWELL COUNTY - \$25K**  
*(\$10K : COUNTY; \$10K: LOCKHART; \$5K: LULING)*

**\$10,000+**

**SHI30 CONCESSION COMPANY - \$10K**

**\$5,000+**

**SKYLINE BUILDERS - \$5K**

**\$2,500+**

**WESTON GROUP - \$2.5K**  
**CITY OF KYLE - \$1K**

**TOTAL INVESTMENTS COMMITTED: \$578,500**

**\*TOTAL PROPOSALS PENDING: \$50,000**

# PARTNERS FOR PROGRESS

## PROJECTED IMPACT 2010-2015

TOTAL EMPLOYMENT GROWTH: 12,753

AVERAGE SALARY: \$33,488

**TOTAL EARNINGS GROWTH 2010-2015: \$427MM**

### BENCHMARKS AND PERFORMANCE MEASURES

Goal	Benchmarks and Performance Measures	Current	2015 Goal	Change
OVERALL STRATEGY	Total Employment	86,982	99,881	14.80%
	Average Annual Wage	\$30,547	\$33,605	10%
	Real Per Capita Income	\$27,729	\$32,466	16.90%
	Labor Force Participation Rate	72%	78.10%	6.10%
	Total Poverty Rate	14.30%	14%	-0.30%
	Child Poverty Rate	16%	13.80%	-2.20%
WORKFORCE EXCELLENCE	High School Attrition Rate	26.30%	17.40%	-8.90%
	Percentage of Adults w/ Two-Year Degree	5.20%	5.70%	0.50%
	Percentage of Adults w/ Four-Year Degree or Higher	28.50%	32.40%	3.90%
	Increase Students Participating in Career Academies at SMHS			
	Establish Regional Workforce Forum			
	Distribute Promotional Packets for Greater San Marcos to Realtors			
ECONOMIC DIVERSIFICATION	Taxable Retail Sales Per Capita	\$13,970	\$18,509	32.50%
	Percent of Target Sector Firms w/ More Than 75 Employees Visited Annually		25%	
	Visits Made to Existing Businesses		100	
	New Leads Generated for Business Recruitment for Grow One San Marcos		20/Year	
	Create a Specific Marketing Plan for Recruitment of Each Target Sector			
	Form Health Care Council			
QUALITY OF PLACE	Expand and Enhance EDSM Website			
	Expand and Update "Basic Requirements for Starting Your Business" Guide			
	Percentage of Owner-Occupied Housing	26.60%	30.55%	14.80%
	Percentage of Residents Spending 30%+ Income on Housing	50.90%	44.30%	-13.10%
	Package and Promote Downtown-Specific Incentive Measures			
	Distribute Informational Packets to Local and Regional Residential Developers			
QUALITY OF PLACE	Establish a Code Enforcement Task Force			

**Greater San Marcos  
Economic Development Corporation**

**FY 2011 Funding Request – City of San Marcos**

**GSMEDC Campaign      \$4 MM over 5 Years**

**Annual Goal              \$800,000**

	<b>Current</b>	<b>Requested</b>	<b>% Change</b>
<b>City of San Marcos</b>	<b>\$353,617</b>	<b>\$360,000</b>	<b>+1.8%</b>

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**FY 2011 Funding Request - Other Sources As of August 2010**

<b>Other Sources</b>	<b>Pledged</b>
Texas State University	\$ 50,000
Hays County	\$ 50,000
Prime/Tanger Outlet Malls	\$ 50,000
Caldwell County	\$ 25,000
Central Texas Medical Center	\$ 25,000
SH130 Concession Company, LLC	\$ 10,000
Skyline Builders	\$ 5,000
Weston Group	\$ 2,500
City of Kyle	<u>\$ 1,000</u>

**Total Other Sources              \$218,500**

Annual Goal                      \$800,000

City of San Marcos Request    - 360,000

Other Sources                    - 218,500

**Remaining Campaign              \$ 221,500**

## PROGRAM OF WORK

### Year One Action Plan

The following pages delineate the steps that should occur from the finalization of this strategic planning process through the first full year of implementation. The initial year should focus on building capacity and securing a few early victories that will sustain momentum through the next four years of economic development.

### PRE-IMPLEMENTATION

Before the *Strategy* is presented publicly and formal implementation begins, the Partners for Progress must work together to lay the ground work to begin economic development. The following table lists these pre-implementation steps.

#### Pre-Implementation Steps

Date	Step
September 9	<i>Market Street Services</i> presents the final <i>Implementation Plan</i> to the Partners for Progress – CONFIDENTIAL DOCUMENT
September 9 – October 9	Partners share the final <i>Strategy</i> with their own constituents
October 9	Deadline for receiving official "adoption" of <i>Strategy</i> and <i>Plan</i> by Partner groups
October 12	Partners for Progress reconvene to: Agree to CEDS launch date and launch plan (media, event, etc.) Agree to extend service as the transition body for CEDS implementation Identify additional organizations to invite to participate on the Partners for Progress Develop annual goals and calendar for each Action Committee
October 1 – December 31	Convene Resource Development Committee Convene Goal Area Work Groups
November 2009	New Regional EDO begins formation to replace EDSM. Utilize Chamber 501(c)(3) status.
December 2009	<i>Strategy</i> roll-out event(s) Fundraising initiative, new Board, and new structure announced at event
January 1, 2010	Funding in place Implementation of Year One CEDS begins



Pre-implementation involves three major tasks. First, Partners for Progress participants, particularly those with direct *Strategy* assignments, must go back to their individual organizations to **seek adoption of the *Strategy***. Formal adoption may take a variety of forms, depending on the group. A review of the *Strategy* and a vote among decision makers to continue support for Greater San Marcos Economic Development is the most likely procedure. It is important to note, however, that formal adoption does not require every individual within an organization to agree with every action item contained in the *Strategy*. Instead, adoption means that the group supports the spirit of the document and the major goals within.

The next pre-implementation step is to **begin fundraising**. The Resource Development Committee, the *Strategy's* fundraising group, should establish quickly after *Market Street's* delivery of the final *Implementation Plan*. First, approach Partners for Progress members to renew or increase their financial contribution to economic development. The Budget section of this report details annual and 5-year campaign costs. An approximate minimum of \$3 million will be needed for the full five years. A good level of funding should be committed before unveiling the *Strategy* to the public.

Third, the **legal structure** of Greater San Marcos Economic Development must be solidified. A new 501(c)(3) will be needed to house the organization, and ideally the legalities of that will be finalized prior to the *Strategy's* roll out.

## YEAR ONE

With a new structure and funding in place, the *Strategy's* implementation will begin on January 1, 2010. Within Greater San Marcos Economic Development, Year One will entail hiring additional staff, expanding the Grow One program, elevating marketing activities, and participating in initiatives to kick off the community development recommendations of this *Strategy* (workforce development being the top priority).

## Organization Key for Action Item Tables

ACC	Austin Community College
GA	Community Action, Inc. of Hays, Caldwell, and Blaine Counties
CART	Capital Area Rural Transportation System
CG	Caldwell County
CHMBRs	Includes all chambers of commerce
CITIES	Includes San Marcos, Luling, and Lockhart City Governments
CSM	City of San Marcos
CVB	San Marcos Convention and Visitors Bureau
GJC	Gary Job Corps

GSMED	Greater San Marcos Economic Development
HC	Hays County
ISDs	Includes San Marcos, Luling, and Lockhart ISDs
SMAC	San Marcos Area Chamber of Commerce
SMOISD	San Marcos Consolidated Independent School District
SMT	San Marcos Transit System
SOAR	SOAR San Marcos
TXST	Texas State University-San Marcos
WSRCA	Workforce Solutions - Rural Capital Area

The following pages list each Year One task in the order it appears in the *Strategy*.

*Note: **Bolded items** are “ongoing” actions, meaning that the initiative is to begin in that year and continue throughout the end of the five-year campaign.*

#### Year 1 (2010) Table

Year 1 Task Name	Lead Agency
<b>Goal 1: Workforce Excellence</b>	
<b>Objective 1: Create a seamless talent pipeline to provide learning opportunities for all residents and to supply a highly skilled workforce for its growing business community.</b>	
<b>Action 1: Establish a complete Austin Community College (ACC) district campus in Greater San Marcos.</b>	
Work with ACC officials to ensure that the school's updated Master Plan include specific details related to expanding the district in San Marcos.	GSMED
<b>Action 2: Expand the utilization of Gary Job Corps as a local workforce development tool by the Greater San Marcos community.</b>	
Develop a new image of Gary Job Corps through key marketing programs and image-building initiatives that demonstrate the school is a valuable workforce development resource for the residents of Caldwell and Hays counties.	GJC
<b>Action 3: Coordinate fragmented workforce development resources to make Greater San Marcos a competitive place for business.</b>	
Improve communication between workforce training providers, public school systems, higher education institutions, job seekers, and local business leaders.	GSMED
Expand use of Gary Job Corps as a local workforce development tool by the Greater San Marcos community.	GJC
Work with the school districts to adopt best practice educational programs currently used in the most competitive communities.	SOAR
Support TXST efforts to continue the education of local high school students, such as the Bobcat Promise scholarship program.	SOAR
<b>Action 4: Seamlessly transition high school students into training, college, and job opportunities in Greater San Marcos.</b>	

Year 1 Task Name	Lead Agency
Get involved in educational programming that is supported by the Greater Austin Chamber of Commerce.	GSMED, SOAR
Participate in and support the Greater Austin Chamber's 20,010 by 2010 initiative.	GSMED
Push for the adoption of the Community Education Progress Task Force's 2008 recommendations for San Marcos, specifically those associated with career and college readiness.	SOAR
<b>Action 5: Promote lifelong learning as the key to economic growth and prosperity.</b>	
Create and launch a marketing effort to raise community awareness of the value of education, designed to reach everyone from parents to kids already enrolled in school.	GSMED, ISDs
Encourage residents to get their GED (General Educational Development) and improve their English skills through ESOL (English for Speakers of Other Languages) classes.	SOAR, ISDs
Communicate local schools' success stories with the public through nonprofit organizations, faith-based groups, and service groups like Rotary Clubs.	SOAR
Engage Workforce Solutions Rural Capital Area in the process of promoting strong community values related to work and responsibility.	GSMED
Address critical skills gap issues, especially among the region's unskilled workforce.	GSMED
<b>Objective 2: Support local school districts in their continuing improvement efforts.</b>	
<b>Action 1: Ensure that Greater San Marcos' school districts have the capacity and programs they need to effectively educate children and prepare them for their futures.</b>	
Support the efforts of the San Marcos Educational Partners/SOAR and Community Action, Inc.	GSMED
Discuss possibilities for collaborative efforts between the organizations and Pre-K-12 schools to maximize resources.	SOAR, ISDs
Engage the business community in hands-on learning, after-school programs, and curricula development.	SMAC, ISDs
Expand SOAR's outreach efforts to not only connect with first generation students and families but also offer general information sessions.	SOAR
Create information packets that share ways parents can get involved with their children's education.	SOAR, ISDs
Increase student involvement in after-school activities that build self-confidence and interactive skills, stimulate creativity, instill work ethics, and increase motivation.	SOAR, ISDs
Involve affected regional partners, including social service, faith-based, and law enforcement agencies.	SOAR, ISDs
<b>Action 2: Increase business and community commitment to the area's school districts.</b>	
Formalize links between Greater San Marcos' community, economic, and workforce development organizations and public schools.	GSMED
Fund and hire a full-time Education and Workforce Development Coordinator at GSMED.	GSMED
Identify funding sources that will enable SMCISD to re-establish its Partners in Education Coordinator position.	SOAR
Seek state and federal grants to augment public education through the auspices of the Foundation.	SOAR, GSMED

Year 1 Task Name	Lead Agency
At Chamber programs and in publications, promote opportunities to donate to or volunteer for Foundation events.	SMAC
<del>Action 3: Promote good news about Greater San Marcos' accomplishments and investments in public education and its youth.</del>	
Develop a marketing piece that highlights key programs and performance data and illustrates how Greater San Marcos' schools compare to other Texas school districts.	SMCISD, GSMED
Inform regional media outlets about improvements and accomplishments in local schools.	GSMED, ISDs
Tout student achievements in Greater San Marcos Economic Development and Chamber publications and at stakeholder events, like SMCISD's designation by <i>Education Week</i> as one of the nation's top 50 "overachieving districts" in graduation rate improvements.	SMAC, GSMED
<del>Objective 3: Fully leverage Texas State University-San Marcos (TXST) as a key partner in strengthening Greater San Marcos' economy.</del>	
<del>Action 1: Engage Texas State University-San Marcos in Greater San Marcos' economic development efforts.</del>	
Continue strengthening communication and collaboration between TXST, the City of San Marcos, county governments, and economic development leaders within the Greater San Marcos region.	GSMED
Provide TXST's top administrators and target industry department leaders a "seat at the table" on future economic development initiatives.	GSMED
Advance policy discussions with the University related to community development and business recruitment.	GSMED
Maintain support for TXST's implementation of its University Plan.	GSMED
Designate the GSMED's Education and Workforce Coordinator as the acting liaison between businesses and University officials.	GSMED
Communicate BRE (Business Retention and Expansion) survey responses to the coordinator and recommend actions for the University to consider in addressing the needs of regional businesses.	GSMED
<del>Action 2: Support TXST's endeavor to become a world-class research university.</del>	
Involve regional leaders from TXST, government, and private industry to plan, fund, and realize the technology incubator.	TXST, GSMED
As part of Greater San Marcos' Grow One BRE program, include interviews with researchers as a resource for industry contacts in these fields.	GSMED
<del>Goal II: Economic Diversification</del>	
<del>Objective 1: Implement programs and policies that support economic diversification through business retention and expansion, recruitment, and small business development.</del>	
<del>Action 1: Effectively support the expansion and retention of existing businesses.</del>	
Develop Grow One San Marcos into a best practice business retention and expansion (BRE) program.	GSMED
Schedule regular face-to-face meetings with local executives, initially focusing on target business sectors, to develop strong referral relationships.	GSMED

Year 1 Task Name	Lead Agency
Share the workforce-related results of the e-Synchronist survey with local educators, training providers, Workforce Solutions Rural Capital Area, and Austin Community College.	GSMED
Enrich the San Marcos Chamber of Commerce website's business resources section and clearly link to this section from the homepage.	SMAC
Expand the Chamber website's downloadable "Basic Requirements for Starting Your Business" guide into an extensive Business Resource Guide (online and in hard copy), which lists business support services available from local and regional organizations, to distribute to area businesses.	SMAC
Communicate the findings of Grow One back to other organizations within Greater San Marcos.	GSMED
Publicize the e-Synchronist survey results to highlight the progress of the area's retention and expansion efforts.	GSMED
Alert appropriate organizations when a local business indicates the need for assistance in public policy, workforce development, and infrastructure.	GSMED
<b>Action 2: Ensure Greater San Marcos' business climate and regional relationships support its economic development vision.</b>	
Utilize incentives, regulations, and other strategies to facilitate development – and redevelopment – that supports Greater San Marcos' target industries.	GSMED
Encourage the Greater San Marcos city governments to adopt flexible incentive policies that give economic development staff increased autonomy and prioritize target business sectors.	GSMED
Critically review current incentive policies with consideration of the labor, infrastructure, capital, and business cost requirements of the target industries.	GSMED, CITIES
Ensure that Greater San Marcos has a standard process for reviewing and scoring prospects, with weight going to projects that create diverse, higher paying jobs in the area.	CITIES
Offer equal access to incentives for expanding local businesses.	CITIES
Publicize improvements through economic development leaders, the Chamber of Commerce, and city websites, as well as local media outlets.	GSMED
Support legislation and policy changes that benefit economic development along the Austin-San Antonio Corridor.	GSMED
Keep current on and get involved in Austin and San Antonio economic and workforce development initiatives that pertain to Greater San Marcos' target industries.	GSMED
Get regional buy-in from Opportunity Austin II through the Greater Austin Chamber of Commerce's regional partnership board.	GSMED
Maintain strong relationships with the Governor's Economic Development and Tourism Department and state elected officials.	GSMED
Understand TXST's legislative agenda and collaborate with them to pursue opportunities.	GSMED
Continue to cultivate Greater San Marcos' involvement with Texas One as means for heightening awareness of Greater San Marcos and identifying potential recruitment leads.	GSMED

Year 1 Task Name	Lead Agency
<b>Action 3: Facilitate small business development and entrepreneurship in Greater San Marcos.</b>	
Include links for Texas State University's Small Business Development Center (SBDC), Corridor Business Incubator, Service Corps of Retired Executives (SCORE), and the Hispanic Chamber of Commerce on Greater San Marcos Economic Development and Chamber websites.	GSMED, SMAC
Expand and update the Chamber's "Basic Requirements for Starting Your Business" guide.	SMAC
During BRE site visits and calls, be prepared to share information about lending programs and other services available within the region.	GSMED
Expand small business development and entrepreneurial assistance.	GSMED, TXST, SMAC
Talk to home grown companies about the challenges they faced when starting their businesses.	GSMED
Monitor the region's entrepreneurial performance in annual reports, websites, and events to heighten the awareness of the contributions that entrepreneurs make to the regional economy.	GSMED
<b>Objective 2: Expand diverse, high wage business sectors in Greater San Marcos through a targeted marketing initiative that boosts wealth and prosperity for residents.</b>	
<b>Action 1: Engage in an external marketing campaign aimed at recruiting target industry businesses to Greater San Marcos.</b>	
Expand the Grow One program name to encompass both business retention and business recruitment.	GSMED
Adopt "Grow One" as the moniker for Greater San Marcos' economic development activities.	GSMED
Create a Grow One logo and tagline that replaces "EDSM" as the organization's brand identity.	GSMED
Work with the City of San Marcos in its upcoming re-branding initiative. Strive to create a citywide logo that shares a similar theme and style as Grow One.	GSMED
Enrich Greater San Marcos Economic Development's website with research, real estate, business resources, and community information that show corporate executives and site selectors that the Greater San Marcos area is prepared to meet their needs.	GSMED
Incorporate San Marcos' new Grow One brand into the design and messaging of the website.	GSMED
Expand Greater San Marcos' participation in Opportunity Austin II and Texas One sales missions, focusing on regions containing a high concentration of Greater San Marcos' target industries.	GSMED
Continue hosting commercial real estate tours of Greater San Marcos.	GSMED
Invite commercial realtors from across Central Texas to tour the area's sites and buildings and provide them with an up-to-date listing of all available properties.	GSMED
Update the Demographic Profile on an annual basis. Ensure that information contained in the profile is available on Greater San Marcos' economic development website in both portable document (PDF) and Excel formats.	GSMED
Design a template and content for one-page, double-sided "slicks" for each target industry. Slicks should be formatted so that they may be printed in-house when needed.	GSMED
Continue to produce Greater San Marcos Economic Development's annual report.	GSMED

Year 1 Task Name	Lead Agency
As appropriate, involve TXST representatives in visits with local businesses, external sales missions, and lead generation.	GSMED
Continue to work with Prime and Tanger Outlet representatives to market Greater San Marcos to the malls' over 10 million annual visitors.	GSMED
<b>Action 2: Strengthen internal marketing efforts to bolster Greater San Marcos' brand, build community pride, and inform the area's residents of economic development progress.</b>	
Communicate news about economic development progress with residents of Greater San Marcos.	GSMED
Establish tools and processes that ensure economic development news is frequently shared with area residents. Through this initiative, build awareness of economic development efforts.	GSMED
Continue facilitating the annual Greater San Marcos Economic Summit.	GSMED
Dedicate a section of Greater San Marcos Economic Development's website to Grow One.	GSMED
Expand the Grow One brand to encompass external marketing.	GSMED
<b>Objective 3: Develop infrastructure that adequately supports current and future businesses and residents.</b>	
<b>Action 1: Advocate for the development of business/corporate aviation facilities and services at San Marcos Municipal Airport.</b>	
Advocate for the timely implementation of the Airport Master Plan.	GSMED
Support funding measures that will enable the development of facilities to meet high-end standards including a control tower, additional hangars, increased security, business sites, warehouses, and other amenities to transform the airport for larger commercial and corporate uses.	GSMED
Link the airport with Greater San Marcos' economic development marketing tools, website, and publications and the City of San Marcos' branding efforts.	GSMED, CSM
<b>Action 2: Support long-term transportation and utility infrastructure improvements that promote business development.</b>	
Continue efforts to bring commuter rail to Central Texas through collaboration with Union Pacific, the Texas Department of Transportation, the Greater Austin-San Antonio Corridor Council, and local governments.	GSMED
Communicate economic development challenges or opportunities related to water supply and cost to elected officials.	GSMED
<b>Objective 4: Enhance target sectors with new physical and programmatic initiatives.</b>	
<b>Action 1: Enhance area resources so that target businesses can thrive in Greater San Marcos.</b>	
<b>Health Care</b>	
Support TXST's efforts to build relationships with Southwest Research Institute, University of Texas-San Antonio, University of Texas Health Science Center at San Antonio, and military-based health technology groups located in San Antonio.	GSMED
<b>Materials Science and Advanced Manufacturing</b>	
Catalog and keep current available industrially-zoned land and buildings that meet the needs of employers in this target industry.	GSMED
<b>Supply Chain Management</b>	
Ensure prime land near the future toll road/highway intersection in Caldwell County are prepared for business	Euling, CC



Year 1 Task Name	Lead Agency
Support the growth of San Marcos Municipal Airport so that facilities and the Foreign Trade Zone can be fully maximized.	GSMED
<b>Corporate and Professional Operations</b>	
Identify professional service leakages through the Grow One Program.	GSMED
Create an information packet for prospective developers of Class A office space. The packet should list sites that have been identified for potential development, describe any relevant incentive programs, and provide demographic and economic indicators illustrating demand for quality office space development in Greater San Marcos. Make the packet available online and distribute at developer tours.	GSMED
<b>Action 2: Pursue emerging industries that will improve the long-term vitality of Greater San Marcos.</b>	
<b>Green Industries</b>	
Position a Greater San Marcos representative on the Greater Austin Chamber of Commerce's Green Job Steering Committee, to be formed in response to its Green Jobs Task Force report (issued in June 2009). The Steering Committee will organize the region so that it can truly develop into center for Green jobs.	GSMED
Support the start up and location of Green companies interested in connecting with TXST's talent and research assets. Offer additional support as needed to secure ETF funds for these businesses.	GSMED, TXST
Support the passage of the Manufacturing Progress and Clean Technology (IMPACT) Act of 2009, which would provide money to states for revolving loan funds to help manufacturers improve their energy efficiency and transition to more Green/clean operation systems.	GSMED
<b>Goal II: Quality of Place</b>	
<b>Objective 1: Promote Downtown development and tourism in the Greater San Marcos area.</b>	
<b>Action 1: Prioritize the continued improvement of Greater San Marcos' historic Downtowns.</b>	
Leverage the San Marcos Downtown Master Plan process to enhance collaboration among City and County entities related to Downtown-area development, parking needs, parks and greenspace improvements, and environmental resources.	CSM
Use the Master Plan as a basis to develop a land use plan, urban design guidelines, and zoning codes.	CSM
Regularly update a parcel-by-parcel inventory of Downtown and Main Street neighborhoods, and assess the potential highest and best use of Downtown properties.	CSM
Assess existing development code regulations and their viability to facilitate additional Downtown rehabilitation work.	CITIES
Identify and address any existing code regulations that make rehabilitation fiscally prohibitive.	CITIES
<b>Action 2: Improve and effectively market the vis for experience to the area's historic Downtowns.</b>	
Provide the resources necessary for the San Marcos Convention and Visitors' Bureau (CVB) to continue its work to attract visitors, conventions, and events to San Marcos.	GSMED
Create a "Destination San Marcos" package to market to visitors.	CVB
<b>Action 3: Provide improved amenities for residents of Downtown areas.</b>	
Include cultural, heritage, and tourism leaders in local economic development planning efforts and regional leadership training.	GSMED



Year 1 Task Name	Lead Agency
Target residential developers in the Greater Austin area that specialize in urban live/work residences.	GSMED
<b>Objective 2: Greater San Marcos will continue to beautify the appearance of its cities.</b>	
<b>Action 1: Continue to engage in ongoing master planning for the City of San Marcos, Hays County, and Caldwell County to be functional and handle growth in near and long-term future.</b>	
Update master plans and development regulations according to schedule.	CSM
Update the San Marcos Land Use Master Plan as scheduled in 2010.	CSM
Update San Marcos' Horizons Master Plan as scheduled in 2010.	CSM
Share tactics and be inclusive in planning processes across organizations and jurisdictions.	CITIES, CC, HC
<b>Action 2: Provide transportation direction and services and expand transportation alternatives.</b>	
Implement San Marcos' component of CAMPO's adopted Mobility 2030 Plan.	CSM
Implement Hays County's components of the CAMPO FY 2008-2011 Transportation Improvement Program.	HC
Ensure future updates of the Master Plan contain a transportation component that is effectively designed and implemented.	CSM
Better inform commuters about the region through branded signage.	CITIES, HC, CC
Fund, design, and develop a Greater San Marcos wayfinding signage program.	CITIES, HC, CC
<b>Action 3: Conserve the natural environment and increase outdoor recreation opportunities, tying these amenities to the Greater San Marcos brand.</b>	
Strengthen a local Green campaign, focused on encouraging recycling and using alternatives to single-occupancy private automobiles as a primary means of transportation (i.e., riding transit, carpooling, bicycling, or walking).	CITIES, HC, CC
Promote and secure additional funding for Project Flowing Waters, TXST's Rivers Systems Institute and the Aquarena Center, the Texas Stream Team, the Consortium for Watershed Excellence, and other educational and research programs focused on the San Marcos ecosystem.	TXST, Organizations
Include Greater San Marcos' quality of life organizations in future economic development initiatives.	GSMED
<b>Action 4: Fund and champion beautification initiatives.</b>	
Implement the recent plan for spending remaining Beautification Initiative grant funding.	CSM
Use remaining grant money as seed capital for City of San Marcos quality of life plan.	CSM
Host community dialogues to identify problems and concerns with housing and code enforcement in Greater San Marcos.	CITIES, HC, CC
<b>Objective 3: Pursue viable means of ensuring all components of the housing market keep up with demand in quantity and quality.</b>	
<b>Action 1: Encourage residential housing developers to diversify and improve local housing options.</b>	
Use the recent assessment of local housing stock to identify the need for higher quality housing options for Greater San Marcos.	CITIES, HC, CC

Year 1 Task Name	Lead Agency
Focus efforts on issues such as code enforcement; impact of transportation improvements on property re-use; and mixed-use development potential.	CITIES, HC, CC
Include residential developers on Greater San Marcos' broker tours.	GSMED
<b>Action 2: Fulfill the most under-served segments of the housing market.</b>	
Ensure that, in accordance with the Future Land Use Plan of the Horizons Master Plan, zoning ordinances and related regulations accommodate and encourage development of the most in-demand forms of housing.	CSM
Update Future Land Use Plan to identify most urgent housing needs and projections.	CSM
<b>Action 3: Increase local homeownership.</b>	
<b>Objective 4: Increase health care and social service capacity in Greater San Marcos.</b>	
<b>Action 1: Expand the health care provider options to meet the needs of the growing Greater San Marcos population.</b>	
<b>Action 2: Unify nonprofit and community organizations in their efforts to address social service needs in Greater San Marcos.</b>	
Involve social service providers in future economic development efforts.	GSMED

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and possible action to set the FY2011 budget hearing date.**

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

**PREFERRED MEETING DATE REQUESTED: August 24, 2010**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY:**

