

**Commissioners Court -September 14, 2010
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **14TH day of September, 2010**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

INVOCATION:

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

PRESENTATIONS & PROCLAMATIONS

1	4-5	Proclamation declaring September 19 through September 25, 2010 as Child Passenger Safety Week. SUMTER/HARGRAVES
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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	6	Approve payments of county invoices. HERZOG
3	7-18	Approve Commissioner Court Minutes of August 24 & 31, 2010. SUMTER/FRITSCH
4	19-22	Ratify execution of Amendment One to Agreement with Department of Motor Vehicles for the use of State of Texas Automation Equipment. SUMTER/CARAWAY
5	23-24	Accept Juvenile Probation TJPC-I Amendment No. 5-A grant funds and amend the FY2010 budget accordingly. SUMTER/WILLIAMS
6	25-26	Approve extension of the Public Health Emergency Response (PHER) contract between Texas Department of State Health Services (TDSHS) and the Personal Health Department for an additional 11 month period, and amend the budget accordingly. SUMTER/HARGRAVES
7	27-28	Amend Juvenile Probation operating budget for continuing education training. SUMTER/WILLIAMS
8	29-31	Accept report to Commissioners Court identifying administrative approvals issued during the month of August, 2010. SUMTER/SANCHEZ
9	32-35	Amend the budget of Juvenile Center for Telephone from savings in Equipment and Continuing Education. INGALSBE/LITTLEJOHN/HERZOG
10	36-37	Amend the budget of Indigent Medical in Family Health Services Fund with Transfer from Countywide in General Fund. SUMTER/RODRIGUEZ/HERZOG

ACTION ITEMS

ROADS

11	38-40	Call for a public hearing on September 28, 2010 to establish traffic regulations on Oak Grove Road at the intersection of Little Bear Road/Mourning Dove Lane. BARTON/BORCHERDING
12	41-42	Call for a public hearing on September 28, 2010 to establish traffic regulations in The Vineyard subdivision. FORD/BORCHERDING
13	43-48	Discussion and possible action to approve Work Authorization #3 for roadway design work related to improvements to Mt. Gainor Road. FORD/BORCHERDING
14	49-51	Hold a public hearing pursuant to 183.057 of the Texas Natural Resources Code regarding right of way acquisition on McGregor Lane in Precinct 4, including acquisition of property encumbered by a Conservation Easement. FORD/KENNEDY

SUBDIVISIONS

15	52	10-16-4 Partial Vacate and Replat of Lot 3 & 4, F&W Subdivision, Section 2 (2 Lots). Discussion and possible action to call for public hearing on October 12, 2010. FORD/GARZA
16	53-58	Discussion and possible action to authorize the County Judge to execute a 20 foot Joint Use Easement Agreement in favor of Robert Romero, Onesimo Rodriguez, and Onion Creek Senior Citizens, Inc. for ingress/egress on shared driveway known as Bartons Xing located in Precinct 2. BARTON/GARZA
17	59	Discussion and possible action to authorize the County Judge to execute a 10 foot Easement Agreement with the City of Buda for a proposed wastewater service line. BARTON/GARZA

MISCELLANEOUS

18	60-61	Discussion and possible action to accept \$7,000 from the Hill Country Alliance as a refund of the monies Hays County provided as seed money for the planning and development of the Rainwater Revival. FORD
19	62-66	Discussion and possible action to review the current rates for disposal of Solid Wastes at the Hays County Transfer Station in Wimberley and the Hays Citizens Collection Station in Driftwood. SUMTER/PINNIX
20	67-68	Discussion and possible action to amend the Tuberculosis contract between Hays County Personal Health Department (PHD) and Texas Department of State Health Services (DSHS) for FY 2010 from \$14,710.00 to \$17,324.35 and amend the budget accordingly. SUMTER/HARGRAVES
21	69	Discussion and possible action to authorize the Hays County Personal Health Department to provide flu shots to Hays County employees and their insured dependents at no cost. SUMTER/HARGRAVES
22	70-87	Discussion and possible action to establish an Economic Development Policy Committee. SUMTER
23	88-90	Discussion and possible action to execute a five-year license and support agreement with Hart Intercivic for county voting equipment in order to take advantage of a freeze on rates for the duration of the agreement. SUMTER/COWAN
24	91-102	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) with Rogers Design Services for professional engineering services for feasibility study and engineering design of improvements on Elder Hill Road. FORD/BORCHERDING
25	103-113	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) with Rogers Design Services for professional engineering services for Mount Gainor Road Phase 2, low water crossing design. FORD/BORCHERDING
26	114-117	Discussion and possible action to authorize the County Judge to execute Change Order #2 to the construction contract with Lowden Excavating, Inc. in the amount of \$440.00 for the Five Mile Dam Park - Phase 2 (Irrigation) project. INGALSBE/HAUFF
27	118-129	Discussion and possible action to authorize the County Judge to accept and execute a grant award contract in the amount of \$12,342 from the U.S. Department of Justice, Bureau of Justice Assistance (BJA) under the FY10 Edward Byrne Memorial Justice Assistance Grants program for equipment for the District Attorney's Office and amend the budget accordingly. SUMTER/TIBBE/HAUFF
28	130-132	Discussion and possible action to authorize the County Judge to execute an agreement for Vending Machine services with Best Vending & Coffee, Co. SUMTER/HERZOG/MAIORKA
29	133-138	Discussion and possible action to amend the Agreement between Hays County and Half and Associates to allow for additional surveys and related work associated with the McGregor Lane project in Precinct 4. FORD
30	139	Discussion and possible action to determine whether Attorneys I, II, and III for the District Attorney's Office qualify for the one-time employee cost of living pay out from the FY2010 budget. INGALSBE/BAEN/KENNEDY
31	140-142	Discussion and possible action to approve the purchase of one, crew cab, Chevrolet Silverado pick-up truck for the Resource Protection, Transportation and Planning Department/Transportation Division from the state bid and to amend the budget accordingly. INGALSBE/BORCHERDING
32	143-145	Discussion and possible action to approve payment of invoice to Lawson Products for the Juvenile Detention Center. SUMTER/LITTLEJOHN

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.

33	146	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding all pending and/or contemplated litigation involving Hays County. SUMTER/KENNEDY
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STANDING AGENDA ITEM

34	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the government center; precinct offices; Resources Protection Transportation and Planning Department; and space needs projections for the Hays County Jail and related criminal justice analysis. Possible action may follow. INGALSBE
35	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. SUMTER

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 10TH day of September, 2010

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Proclamation declaring September 19 through September 25, 2010 as Child Passenger Safety Week and September 25, 2010 as National Seat Check Saturday.

CHECK ONE:

CONSENT

☐

ACTION

☐

EXECUTIVE SESSION

☐

WORKSHOP

☒

PROCLAMATION

☐

PRESENTATION

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Sumter/Hargraves

SUMMARY:



PROCLAMATION
CHILD PASSENGER SAFETY WEEK
2010

WHEREAS, children are our country's most precious resource; and

WHEREAS, as parents and caregivers, it is our responsibility to keep American's children safe; and

WHEREAS, every year, thousands of children are tragically injured or killed in motor vehicle traffic crashes and for children age three and older, it is the leading cause of death; and

WHEREAS, today, all 50 States, the District of Columbia and our Territories have laws requiring the use of child safety seats and seat belts for children traveling in motor vehicles; and

WHEREAS, we know that child safety seats help save lives and reduce injuries, and that they are most effective when used correctly; and

WHEREAS, we must join forces to prevent these deaths and injuries; and that Hays County is committed to working closely with our partners and safety advocates to help reduce the number of young lives lost on our roadways; and

WHEREAS, our goal is to educate parents and caregivers on how to properly install and use child safety seats; and

WHEREAS, during Child Passenger Safety Week, there will be hundreds of free child safety seat inspection stations set up across the country; and

WHEREAS, we encourage all parents and caregivers to take advantage of this service to ensure that their children are getting the very best protection; and

WHEREAS, we urge parents and caregivers to locate a local inspection station to visit by calling www.nts.gov.

NOW, THEREFORE, I, Elizabeth Sumter, Judge of Hays County and the Commissioners' Court, do hereby proclaim September 19th through September 25th, 2010 as Child Passenger Safety Week and September 25th, 2010, as National Seat Check Saturday, and we urge everyone to help reduce injuries and the tragic loss of life by buckling u themselves and every child on every trip, every time.

PROCLAIMED THIS THE 14TH DAY OF SEPTEMBER, 2010

Elizabeth "Liz" Sumter
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Jefferson W. Barton
Commissioner, Pct. 2

Will Conley
Commissioner, Pct. 3

Karen Ford
Commissioner, Pct. 4

Linda Fritsche
Hays County Clerk

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: 9/14/10

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog 

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF AUGUST 24 & 31, 2010

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 24TH DAY OF AUGUST A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Dr. Terry Colley Pastor from the Baptist Church of Driftwood gave the invocation and Commissioner Ford led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

PRESENTATION BY JEFF HAUFF, GRANTS ADMINISTRATOR ON THE STATUS OF CURRENT PARK BOND PROJECTS

Grants Administrator Jeff Hauff provided a powerpoint presentation on the status of current Park Bond Projects: Harrison Ranch Park, Dripping Springs Youth Sports Assn. Inc. Sports Fields, CFPO-PAL Youth Sports Field, Jacobs Well Phase I, North Hays Sportsplex, Blue Hole Regional Park, Stagecoach Park, Northeast Regional (Vista) Park, San Marcos Combined Park Improvements (5-Mile Dam Park, Purgatory Creek Preserve, Gary Sports Complex Softball Fields, Rio Vista park Tennis Courts & Memorial Park Skate Park), Dahlstrom Ranch, Five Mile Dam Park Phase I, Winter's Mill Trail, and Jacob's Well Acquisition II.

PUBLIC COMMENTS

Charles Johnson and Patty Willis made public comment.

27339 APPROVE PAYMENT OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve payment of county invoices in the amount of \$ 288,918.84 as presented by the County Auditor. All voting "Aye".
MOTION PASSED

27340 APPROVE PURCHASE OF TWO NEW COMPUTER TOWERS FOR EXTENSION OFFICE

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve purchase of two new computer towers for the County Extension Office. All voting "Aye". MOTION PASSED

27341 ACCEPT JUVENILE PROBATION TJPC-I AMENDMENT NO. 5 GRANT FUNDS AND AMEND THE BUDGET ACCORDINGLY

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to accept Juvenile Probation TJPC-I Amendment No. 5 Grant funds and amend the budget accordingly. All voting "Aye".
MOTION PASSED

27342 ACCEPT JUVENILE PROBATION TJPC-A AMENDMENT NO. 7 GRANT FUNDS AND AMEND THE BUDGET ACCORDINGLY

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to accept Juvenile Probation TJPC-A Amendment No. 7 Grant Funds and amend the budget accordingly. All voting "Aye".
MOTION PASSED

27343 AMEND BUDGET OF JUVENILE PROBATION TJPC X GRANT TO USE SAVINGS IN OVERTIME, FICA AND MISCELLANEOUS TO PURCHASE SECURITY CAMERA, SIGNS AND FUEL

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to amend budget of Juvenile Probation TJPC X Grant to use savings in overtime, FICA, and miscellaneous to purchase security camera, signs and fuel. All voting "Aye". MOTION PASSED



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**27344 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**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize County Judge to execute a contract for up to \$12,000.00 from the Texas Department of State Health Services for the Title V Prenatal Program. All voting "Aye". MOTION PASSED

**27345 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**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize the County Judge to execute a contract with the Department of State Health Services (DSHS) for on-line computer services related to certification of vital records in the County Clerk's Office. All voting "Aye". MOTION PASSED

**27346 APPROVE CANCELLATION OF SEPTEMBER 7, 2010 COMMISSIONERS COURT
MEETING**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve cancellation of September 7, 2010 Commissioners Court Meeting. All voting "Aye". MOTION PASSED

**27347 AMEND THE BUDGET FOR JUVENILE PROBATION AND COUNTY COURT @ LAW
FOR CONTINUING EDUCATION**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to amend the budget for Juvenile Probation and County Court @ Law for continuing education. All voting "Aye". MOTION PASSED

**27348 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**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to 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. All voting "Aye". MOTION PASSED

27349 AMEND JUSTICE COURT TECHNOLOGY FUND FOR CONTINUING EDUCATION

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to amend Justice Court Technology Fund for continuing education. All voting "Aye". MOTION PASSED

**27350 AMEND HISTORICAL JAIL RESTORATION BUDGET TO USE SAVINGS IN
MISCELLANEOUS CAPITAL IMPROVEMENTS FOR LAWN CARE**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to amend Historical Jail Restoration budget to use savings in miscellaneous Capital Improvements for lawn care. All voting "Aye". MOTION PASSED

**27351 AMEND HISTORICAL COMMISSION-BUCK WINN BUDGET FOR PURCHASE OF
CAMCORDER AND AUTHORIZE PAYMENT OF INVOICE WHEN NO PURCHASE
ORDER WAS OBTAINED**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to amend Historical Commission-Buck Winn budget for purchase of camcorder and authorize payment of invoices when no purchase order was obtained. All voting "Aye". MOTION PASSED



27352 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

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to 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. All voting "Aye". MOTION PASSED

27353 AMEND THE BUDGET FOR VARIOUS DEPARTMENTS TO PROVIDE ADDITIONAL FUNDING

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to amend the budget for various departments to provide additional funding as presented by the County Auditor. All voting "Aye". MOTION PASSED

27354 CALL FOR A PUBLIC HEARING ON SEPTEMBER 14, 2010 TO ESTABLISH TRAFFIC REGULATIONS ON OAK GROVE ROAD AT THE INTERSECTION OF LITTLE BEAR ROAD/MOURNING DOVE LANE [T1-422]

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to call for a public hearing on September 14, 2010 to establish traffic regulations on Oak Grove Road at the intersection of Little Bear Road/Mourning Dove Lane. All voting "Aye". MOTION PASSED

27355 PUBLIC HEARING AND ACTION TO ESTABLISH TRAFFIC REGULATIONS ON CREEK ROAD (CR 190) [T1-442]

Judge Sumter declared the public hearing open. No public input was received and the public hearing was closed. Jerry Borchering RPTP Director gave staff recommendation. A motion was made by Commissioner Ford, seconded by Commissioner Conley to establish traffic regulations of Yield Sign on Creek Road (CR 190) on the east side of the low water crossing at Onion Creek for westbound traffic to yield. All voting "Aye". MOTION PASSED

27356 ACCEPT ROAD CONSTRUCTION AND DRAINAGE IMPROVEMENTS, RELEASE CONSTRUCTION SURETY, ACCEPT MAINTENANCE BOND AND ACCEPT SURETY FOR RE-VEGETATION FOR SHADOW CREEK SUBDIVISION PHASE 4 SECTION 1A AND 2A [T1-455]

Clint Garza, Programs Manager Development Services, gave staff recommendation for acceptance. A motion was made by Commissioner Barton, seconded by Commissioner Ford to accept road construction and drainage improvements, release construction surety, accept maintenance bond, and accept surety for re-vegetation for Shadow Creek Subdivision Phase 4 Section 1A and 2A. All voting "Aye". MOTION PASSED

DISCUSSION ON EVALUATION CRITERIA AND SUBMISSION PROCESS FOR PROJECTS SUBMITTED FOR FUNDING UNDER THE REMAINING 2007 PARK BOND FUNDS [T1-2625]

Grants Administrator Jeff Hauff spoke of changes to the Parks & Recreation criteria and submission process for projects submitted for funding under the remaining 2007 Park Bond funds. Carl Owens and Charlie Johnson made public comment. Jim Camp (Parks & Open Space Advisory Board) spoke of work done by the board and he assured the court that board members will be fair in their consideration of all projects. Court went through the proposed list of criteria guidelines for project evaluation.

27357 AUTHORIZE COUNTY JUDGE TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FREESE AND NICHOLS, INC. FOR DRAINAGE ISSUES ON NUTTY BROWN ROAD [T1-2269]

Jay Scanlon, FNI Project Manager, spoke. Funding required is \$7,500 from Road & Bridge Contract Services Consultant line item. A motion was made by Commissioner Ford, seconded by Commissioner Barton to authorize the County Judge to execute an Agreement for Professional Services with Freese and Nichols Inc. for drainage issues on Nutty Brown Road in the amount of \$7,500. All voting "Aye". MOTION PASSED



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27358 ACTION TO FILL THE COUNTY EXTENSION AGENT-AGRICULTURE/NATURAL RESOURCES POSITION IN HAYS COUNTY [T1-2139]

District Extension Administrator Cheryl Mapston spoke of budget reductions which eliminated the 4-H position for Hays County. She recommended Richard Parrish for the position of County Extension Agent-Agriculture/Natural Resources. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to approve appointment of Richard Parrish as County Extension Agent – Agriculture/Natural Resources position effective September 1, 2010. All voting "Aye". MOTION PASSED

27359 ALLOW THE ROAD DEPARTMENT TO PERFORM ONE-TIME MAINTENANCE OF ANTIOCH CEMETERY ON OLD BLACK COLONY ROAD NEAR BUDA [T1-2248]

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to allow the Road Department to perform one-time maintenance of Antioch Cemetery on Old Black Colony Road near Buda. All voting "Aye". MOTION PASSED

27360 RELEASE THE FY10 BUDGETED ONE TIME COUNTY EMPLOYEE COST OF LIVING ADJUSTMENT ON SEPTEMBER 1, 2010 [T2-3538]

In the FY10 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. County Treasurer Michele Tuttle spoke of creating a separate check for employees. The increase will be 1% of base salary but not to exceed \$500 for all employees including all part-timers and excluding all those affected by the Collective Bargaining. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to release the FY10 budgeted one time county employee cost of living adjustment that was approved on September 16, 2009 as well as any adjustments made today to be released sometime before September 15, 2010 and to allow overage up to 5% over budget otherwise it will be brought back for Court approval. All voting "Aye". MOTION PASSED

27361 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[T1-2638]

Commissioner Barton spoke of raising the cap for the entire project but staying under budget. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe 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 FM 1626. All voting "Aye". MOTION PASSED

27362 AMEND THE DEVELOPMENT SERVICES BUDGET TO PURCHASE TWO COMPUTERS AND A REPLACEMENT HIGH-CAPACITY SCANNER [T2-993]

A motion was made by Commissioner Barton, seconded by Commissioner Ford to amend the development services budget to purchase two computers and a replacement high-capacity scanner. All voting "Aye". MOTION PASSED

27363 AUTHORIZE COMMISSIONER FORD AND HAYS COUNTY WATER CONSERVATION WORKING GROUP TO DEVELOP AND DISTRIBUTE INFORMATIONAL MATERIALS ON RAINWATER COLLECTION [T2-3307]

A motion was made by Commissioner Ford, seconded by Judge Sumter to authorize Commissioner Ford and the Hays County Water Conservation Working Group to develop and distribute informational materials on rainwater collection in the amount of \$5,000 out of the LCRA funds (171-691-00.5301). All voting "Aye". MOTION PASSED



27364 DECLARE AN EMERGENCY AND AMEND THE BUDGET OF THE JUVENILE DETENTION CENTER [T3-720]

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to declare an emergency and amend the budget of the Juvenile Detention Center in the amount of \$900,000. All voting "Aye". MOTION PASSED

27365 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 [T1-525]

Amy Madison, President/CEO of the Greater San Marcos Economic Development Corporation, spoke of funding goals and sources of funding. The county's current commitment is \$50,000 and they are asking the court to consider increasing that commitment. She gave a powerpoint presentation. Don Nash, Robert McDonald III, Lockhart Mayor Ray Sanders, Phyllis Snodgrass (San Marcos Chamber of Commerce), Warren Ketteman (Buda Economic Development Corp.), Sandra Mauldin (Lockhart Economic Development Dept.), Diana Blank (City of Kyle Dept. of Economic Development), Brenda Jenkins, and Charlie Johnson made public comment in support of funding request of \$150,000. Sam Brannon made public comment against action today. [T1-1861] A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to commit \$150,000 from Hays County (\$100,000 from line item 001-619-00.5718 and \$50,000 from 001-645-00.5202) 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 and amend the budget accordingly. Commissioner Ingalsbe, Commissioner Barton, Commissioner Conley, and Commissioner Ford voting "Aye". Judge Sumter voting "No". MOTION PASSED

27366 ADOPT AN FY2011 PROPOSED BUDGET, SET A PUBLIC HEARING DATE ON FY2011 PROPOSED BUDGET AND PUBLISH THE BUDGET HEARING DATE. [T2-2861]

Dispute Resolution Center - Anna Bartkowski and Walter Wright spoke of grant proposal for a law enforcement program and need for \$14,520. They want to do outreach to police officers and the community. Commissioner Ford spoke of adding \$60,000 for McGregor Bridge (bringing total to \$760,000) and \$125,000 for Nutty Brown Road drainage issues. Precinct 4 project list = \$48,600 Rocky Ranches 2, \$48,420 Fieldstone, \$6,600 Woodland, \$45,000 Goldenwood West, \$2,064 Bell Springs, and \$94,720 for additional chip seal. Department Heads will be heard beginning at 9 a.m. on September 13, 2010. The proposed tax rate at this time is 47.39¢. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to adopt the FY011 Proposed Budget, set the public hearing for September 13, 2010 starting a 9:00 a.m. with the second opportunity for the public to speak at 6:00 p.m. and publish as soon as possible. All voting "Aye". MOTION PASSED

27367 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 WITH ACTION [T2-1007]

Brenda Jenkins (Broadus & Associates) spoke of need for authority to commit project funds less than \$20,000 for the RPTP facility addition. At the end of each month, the relocation of all authorized Project Budget Commitments throughout the month shall be consolidated and finalized by a Change Order to the Contract. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve authorization for Broadus & Associates to commit project funds less than \$20,000 within the Hays County RPTP Facility Addition with sign off by Commissioner Ingalsbe or Judge Sumter. All voting "Aye". MOTION PASSED

Clerk's Note - Agenda Item #32 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR. POSSIBLE ACTION MAY FOLLOW - was pulled

Clerk's Note - Agenda Item #33 RE: DEPARTMENTAL BUDGET REVIEW. POSSIBLE ACTION MAY FOLLOW - was pulled



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- 27368 AUTHORIZE THE COUNTY JUDGE TO SIGN AN ORDER AND NOTICE CALLING FOR THE GENERAL ELECTION ON NOVEMBER 2, 2010 TO ELECT COUNTY AND PRECINCT OFFICERS AS REQUIRED BY ARTICLE XVI, SECTION 65 OF THE TEXAS CONSTITUTION [T2-3481]**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to authorize the County Judge to sign an Order and Notice Calling for the General Election on November 2, 2010 to elect County and Precinct Officers as required by Article XVI, Section 65 of the Texas Constitution. All voting "Aye". MOTION PASSED

- 27369 APPROVE THE PURCHASE OF 15 CHECK SCANNERS FROM TECHNIQUE DATA SYSTEMS AND TO CONTRACT WITH STURGIS WEB SERVICES FOR THE DESIGN OF A NEW TAX OFFICE WEBSITE [T2-3504]**

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to approve the purchase of 15 Check Scanners from Technique Data Systems and to contract with Sturgis Web Services for the design of a new Tax Office Website. All voting "Aye". MOTION PASSED

- 27370 APPROVE A \$2,000,000.00 BUDGET FOR REPAIRS AND UPGRADES TO THE EXISTING LAW ENFORCEMENT CENTER FACILITY AND BEGIN RENOVATION AS SOON AS POSSIBLE [T2-1183]**

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to approve a \$2,000,000 budget for repairs and upgrades to the existing law enforcement center facility and begin renovation as soon as possible. All voting "Aye". MOTION PASSED

Court was adjourned.

I, LINDA C. FRITSCHKE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on AUGUST 24, 2010.



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





STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 31ST DAY OF AUGUST A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

27371 PROCLAMATION FOR KYLE/BUDA VFW POST 12058 FOR THEIR NATIONALLY RECOGNIZED ACHIEVEMENTS IN 2009-2010 [T-1-31]

A motion was made by Commissioner Barton seconded by Commissioner Ingalsbe to adopt a Proclamation Kyle/Buda VFW Post 12058 for their nationally recognized achievements in 2009-2010. All voting "Aye". MOTION PASSED

PUBLIC COMMENTS

Charlie Johnson resident of Wimberley spoke. Nancy McDonald Hays County resident spoke. David Wilson Kyle resident spoke.

27372 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Barton seconded by Commissioner Ford to approve payments of county invoices in the amount of \$1,304,462.73 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

27373 APPROVE COMMISSIONER COURT MINUTES OF AUGUST 9, 10, 12, 13, 16, 17, 23, 2010

A motion was made by Commissioner Barton seconded by Commissioner Ford to approve Commissioner Court Minutes of August 9, 10, 12, 13, 16, 17, 23, 2010 as presented by the County Clerk. All voting "Aye". MOTION PASSED

27374 AUTHORIZE COUNTY JUDGE TO RENEW THE TUBERCULOSIS CONTRACT FOR THE HAYS COUNTY PERSONAL HEALTH DEPARTMENT WITH TEXAS DEPARTMENT OF STATE HEALTH SERVICES FOR \$14,710.00

This is a renewal of the annual contract between the Texas Department of State Health Services and the Hays County Personal Health Department for the Health Department to provide for surveillance, case identification, contact investigation, treatment or preventive therapy, and follow-up for Tuberculosis. These services will be provided from September 1, 2010 through August 31, 2011. A motion was made by Commissioner Barton seconded by Commissioner Ford to authorize County Judge to renew the tuberculosis contract for the Hays County Personal Health Department with Texas Department of State Health Services for \$14,710. All voting "Aye". MOTION PASSED

27375 APPROVE THE JUNE 2010 TREASURER'S REPORT

A motion was made by Commissioner Barton seconded by Commissioner Ford to approve the June 2010 Treasurer's Report. All voting "Aye". MOTION PASSED

27376 AUTHORIZE INFORMATION TECHNOLOGY TO DISPOSE OF COMPUTER EQUIPMENT

Goodwill has expressed an interest in receiving the computer equipment from the county. IT has stripped the equipment of any usable parts. The recommendation to the court would be to dispose of the equipment as worthless (pursuant to LGC 362.152 Disposition (3) and send to Goodwill for recycling. A motion was made by Commissioner Barton seconded by Commissioner Ford to authorize Information Technology to dispose of computer equipment. All voting "Aye". MOTION PASSED



AUGUST 31, 2010

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27377 AMEND BUDGET OF JUSTICE OF PEACE PCT. 5 FOR CONTINUING EDUCATION

A motion was made by Commissioner Barton seconded by Commissioner Ford to amend budget of Justice of Peace Pct. 5 for continuing education. All voting "Aye". MOTION PASSED

27378 AMEND BUDGET OF JUVENILE PROBATION FOR CONTINUING EDUCATION

A motion was made by Commissioner Barton seconded by Commissioner Ford to amend budget of Juvenile Probation for continuing education. All voting "Aye". MOTION PASSED

27379 CALL FOR A PUBLIC HEARING ON SEPTEMBER 14, 2010 TO CONSIDER THE ACQUISITION OF PROPERTY ALONG MCGREGOR LANE FOR RIGHT OF WAY UPON WHICH A CONSERVATION EASEMENT CURRENTLY EXISTS

Chapter 183 of the Texas government code requires that a public hearing be held when ROW acquisition results in condemnation of property upon which a conservation easement exists. Although the Hill Country conservancy is currently negotiating for the County's acquisition of that property in lieu of condemnation, counsel feels that a public hearing under Chapter 183 should nonetheless be held. A motion was made by Commissioner Ford seconded by Commissioner Conley to call for a public hearing on September 14, 2010 to consider acquisition of property along McGregor lane for Right of Way upon which a Conservation Easement currently exists. All voting "Aye". MOTION PASSED

27380 GRANT A VARIANCE TO HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 715, SUBCHAPTER 4.01, TO ALLOW PERMITTING OF AN ON SITE SEWAGE FACILITY AND DEVELOPMENT PERMIT TO MARY DELALUZ SALDANA, OWNER OF A 1.0 ACRE PORTION OF LOT 14 IN TRIPLE R RANCHETTES

A motion was made by Commissioner Barton seconded by Commissioner Ingalsbe to grant a variance to Hays County Development Regulations, Chapter 715, Subchapter 4.01, to allow permitting of an On site Sewage Facility and Development Permit to Mary Delaluz Saldana, owner of a 1.0 acre portion of Lot 14 in Triple R Ranchettes. All voting "Aye". MOTION PASSED

27381 INSTITUTE A BURN BAN IN HAYS COUNTY AND DECLARE AN EFFECTIVE DATE

Institution of a Burn Ban will be performed in compliance with the Texas Local Government code, Chapter 352. A motion was made by Judge Sumter seconded by Commissioner Ingalsbe to institute a burn ban in Hays County and declare it effective as of August 31, 2010. All voting "Aye". MOTION PASSED

27382 ADOPT A RESOLUTION SUPPORTING THE CURRENT LEVEL OF FUNDING OF MENTAL HEALTH AND DEVELOPMENTAL DISABILITY SERVICES THE HILL COUNTRY COMMUNITY, MHMR PROVIDES

A motion was made by Judge Sumter seconded by Commissioner Ford to adopt a Resolution supporting the current level of funding of Mental Health and Developmental Disability Services the Hill Country Community, MHMR provides. All voting "Aye". MOTION PASSED

27383 APPROVE SELECTION OF WORKGLOW FOR RFP#2010-P16 "TIME MANAGEMENT SYSTEM" AND AUTHORIZE COUNTY JUDGE TO EXECUTE NEGOTIATED CONTRACT

After evaluation by the committee of the proposals received, Workglow was selected as the most qualified vendor for the project. Workglow came in with the lowest proposal and had a little more to offer than the other proposers. Michele Tuttle has been negotiating with Workforce to work out the final cost for the system. There is \$70,000 that is budgeted in this year's budget. A motion was made by Judge Sumter seconded by Commissioner Barton to approve selection of Workglow for RFP#2010-P16 "Time Management System" and authorize County Judge to execute negotiated contract. All voting "Aye". MOTION PASSED

27384 WAIVE THE RENTAL FEES AT THE CIVIC CENTER FOR THE ROTARY CLUB KICK-OFF EVENT TO BE HELD ON SEPTEMBER 21, 2010

The San Marcos Rotary Clubs' Early Act First Knight (EAFK) program uses the codes of medieval knighthood to teach the students how to be positive influences in their school and community. This event will kick-off this year's program. A motion was made by Commissioner Conley seconded by Commissioner Ingalsbe to waive the rental fees at the Civic Center for the Rotary Club Kick-Off Event to be held on September 21, 2010. All voting "Aye". MOTION PASSED



27385 APPROVE WORK AUTHORIZATION(S) WITH KLOTZ ASSOCIATES, INC. FOR PROFESSIONAL SERVICES RELATED TO DESIGN OF DRAINAGE IMPROVEMENTS IN LEISUREWOODS SUBDIVISION

The work authorization(s) will include planning, design, preparation of construction plans and specs and limited construction phase services for drainage channels. A motion was made by Commissioner Barton seconded by Commissioner Ingalsbe to approve Work Authorization(s) with Klotz Associates, Inc. for Professional Services related to design of drainage improvements in Leisurewoods Subdivision. All voting "Aye". MOTION PASSED

27386 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A LEISUREWOODS SUBDIVISION STORM DRAINAGE EASEMENT, WHICH GRANTS EASEMENT RIGHTS TO HAYS COUNTY RELATED TO PROPOSED DRAINAGE IMPROVEMENTS IN THE LEISUREWOODS SUBDIVISION

This item accompanies the Work authorization with Klotz and Associates related to planning, design, preparation of construction plans and specs and limited construction phase services for drainage channels. This grant of easement provides the area in which some of the improvements will be placed. It is granted by resolution of the Leisurewoods Subdivision POA. A motion was made by Commissioner Barton seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Leisurewoods Subdivision Storm Drainage Easement, which grants easement rights to Hays County related to proposed drainage improvements in the Leisurewoods Subdivision. All voting "Aye". MOTION PASSED

27387 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A FUNDING AGREEMENT BETWEEN HAYS COUNTY AND THE LBJ MUSEUM OF SAN MARCOS, FOR THE DEDICATION OF \$225,000 TOWARD DESIGN AND RENOVATION OF THE MUSEUM

This project was first considered on June 8, 2010. On that date, the Commissioners Court dedicated this funding to the project, pending and contingent upon the negotiation of an agreement between the parties that ensured proper expenditure of those monies. A motion was made by Commissioner Conley seconded by Commissioner Barton to authorize the County Judge to execute a Funding Agreement between Hays County and the LBJ Museum of San Marcos, for the dedication of \$225,000 toward design and renovation of the Museum with changes of Audit Language changing County of San Marcos to County of Hays and Ron Knott will be the point person for construction and the Auditor's Office will handle the financials. All voting "Aye". MOTION PASSED

27388 APPROVE THE PURCHASE OF A TRENCHER ATTACHMENT AND ASSEMBLY FOR THE SKID-STEER LOADER AT THE RTP TRANSPORTATION DIVISION NOT TO EXCEED \$4,255 AND AMEND THE BUDGET ACCORDINGLY

A motion was made by Commissioner Ingalsbe seconded by Commissioner Barton to approve the purchase of a trencher attachment and assembly for the skid-steer loader at the RTP Transportation division not to exceed \$4,255 and amend the budget accordingly. All voting "Aye". MOTION PASSED

27389 REGARDING THE PROCESS THE COURT AND THE PARKS COMMITTEE WILL FOLLOW IN REGARDS TO THE REMAINING 2007 PARK BOND MONIES

A motion was made by Commissioner Conley seconded by Judge Sumter to instruct staff which includes Jeff Hauff, Jerry Pinnix, Mark Kennedy, Laureen Chernow and Parks Committee to open a call for projects starting September 1, 2010 and closing on October 1, 2010 with the goal of having all projects scored by October 12, 2010 with all remaining bond funds are available that fit within the definition of the 2007 Park Bond Funds language with the Nicholson Ranch under contract that has met and exceeded the habitat goal and releasing the Citizens Committee from the cap on recreation funding. All voting "Aye". MOTION PASSED

27390 AMEND THE CONSTABLE PCT. 4 BUDGET FOR PURCHASE OF A DESK

A motion was made by Commissioner Ford seconded by Commissioner Ingalsbe to amend the Constable Pct 4 budget for purchase of a desk. All voting "Aye". MOTION PASSED



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27391 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT (PSA) WITH CONTRACT LAND STAFF LLC FOR ROW ACQUISITION SERVICES IN HAYS COUNTY AS RELATED TO PRIORITY ROAD PROJECTS

A motion was made by Commissioner Ford seconded by Commissioner Barton to authorize the County Judge to execute a Professional Services Agreement (PSA) with Contract Land Staff LLC for ROW Acquisition Services in Hays County as related to priority road projects. All voting "Aye". MOTION PASSED

27392 AMEND THE CIVIC CENTER BUDGET TO INCREASE HOURS FOR PART-TIME STAFF

A motion was made by Commissioner Ingalsbe seconded by Commissioner Barton to amend the Civic Center budget to increase hours for part-time staff. All voting "Aye". MOTION PASSED

27393 ADOPT THE FY 2011 HOLIDAY CALENDAR

A motion was made by Commissioner Ingalsbe seconded by Judge Sumter to adopt the FY 2011 Holiday Calendar. All voting "Aye". MOTION PASSED

27394 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH SCOTT YARBROUGH FOR GROUP INSURANCE RELATED SERVICES AND WAIVE OUR COUNTY PURCHASING POLICY

A motion was made by Commissioner Ingalsbe seconded by Commissioner Barton to authorize the County Judge to execute a Professional Services Agreement with Scott Yarbrough for Group Insurance related services and waive our county purchasing policy with a lump sum not to exceed \$21,000. All voting "Aye". MOTION PASSED

DISCUSSION TO UPDATE THE COURT ON THE SATELLITE OFFICES, TIME LINE AND SITE ESTIMATES FOR THE NEW PRECINCT 2 OFFICE BUILDING

Brenda Jenkins of Broadbuss & Associates gave a powerpoint presentation. This covered the area the Precinct 2 Office could be located. There was a list of 5 potential sites that were narrowed down to a short list of 3: option 1 – Center St and Front St – downtown Kyle, TX, option 2 I-35 frontage road – immediately adjacent to downtown Kyle, TX, option 3 – on Kohler's Crossing – Plum Creek Development. Option 3 was selected by the Stakeholders because of its accessibility, location, area of future growth, expansion option, and ability to enact three-party land swap. The three-party land swap: Hays County, City of Kyle, Plum Creek: City of Kyle to receive County-owned land on FM 150, County to receive a portion of City of Kyle's right to land in Plum Creek, Plum Creek amenable to this scenario. Preliminary estimated cost: County-owned facility, cost of borrowing: 4.67%, 20 year term, \$0 land cost basis, variables – facility size, FF&# cost, site work cost, preliminary estimated cost (17k SF) \$4.5M.

27395 ACCEPT PCT. 4 COMMISSIONER'S APPOINTMENT OF DONNA BRASHER TO THE PARKS AND OPEN SPACE ADVISORY BOARD EFFECTIVE SEPT 1, 2010

Carl Owen Wimberley resident spoke. A motion was made by Commissioner Ford seconded by Commissioner Conley to accept Pct 4 Commissioner's appointment of Donna Brasher to the Parks and Open Space Advisory Board effective September 1, 2010 she is replacing Pat Johnson. All voting "Aye". MOTION PASSED

27396 AUTHORIZE THE COUNTY JUDGE TO REQUEST AN EXTENSION OF THE EXISTING JOINT FUNDING AGREEMENT FOR WATER RESOURCES INVESTIGATIONS BETWEEN HAYS COUNTY AND USGS

A motion was made by Judge Sumter seconded by Commissioner Barton to authorize the County Judge to request an extension of the existing Joint Funding Agreement for Water Resources Investigations between Hays County and USGS. All voting "Aye". MOTION PASSED

Clerk's Note Agenda item #28 RE: EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING ALL PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY – was pulled



27397 ACTION ON 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

A motion was made by Judge Sumter seconded by Commissioner Ingalsbe to approve the specifications for the replacement of HVAC rooftop units for the Law Enforcement Center and be done as soon as possible. All voting "Aye". MOTION PASSED

Clerk's Note Agenda Item #30 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR. POSSIBLE ACTION MAY FOLLOW - was pulled

Clerk's Note Agenda Item #31 RE: DISCUSSION OF BUDGET REVIEW. POSSIBLE ACTION MAY FOLLOW - was pulled

Court was adjourned.

I, LINDA C. FRITSCHKE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on AUGUST 31, 2010.



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



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Ratify execution of Amendment One to Agreement with Department of Motor Vehicles for the use of State of Texas Automation Equipment.

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Caraway

SPONSORED BY: SUMTER

SUMMARY:

This is to add one registration and title system for Roger Beasley Mazda.

Attachment 2

REQUEST FOR REMOTE STICKER PRINTER SYSTEM (RSPS)
AND RSPS DEALER TITLE APPLICATION (DTA)

COUNTY HAYS 105

NAME OF COUNTY CONTACT OR AGENT COMPLETING THIS FORM:

LUANNE CARAWAY by PAULETTE WALLINGTON

PHONE NUMBER 512-393-5519

# of subcontractors that process 1000 renewals or more/ no lease	# of RSPS Units to be leased @ \$600.00 per year	# of DTA RSPS Units to be leased @ \$600.00 per year
		<u>1</u>

All RSPS equipment will be delivered to the county tax office designated address. The county tax office will distribute the RSPS and DTA units to their respective subcontractors and dealers. Please indicate below where you would like to have the shipment of equipment delivered.

Street 102 N. LBJ DR

City SAN MARCOS, TX Zip 78666

Paulette Wallington
Signature of Tax Assessor-Collector or Agent

9-1-2010
Date

COUNTY OF HAYS**AMENDMENT ONE [LEASE OF STATE OF TEXAS REGISTRATION AND TITLE SYSTEM (RTS) INFORMATION RESOURCES AND SUPPORT] TO AGREEMENT FOR THE USE OF STATE OF TEXAS AUTOMATION EQUIPMENT**

THIS AMENDMENT is made between the "State" and the "County" pursuant to the addition of SECTION 1, Subchapter A, Chapter 520, Section 520.002 of the Texas Transportation Code as enacted by the 76th Legislature of the State of Texas for the purposes of providing the County of HAYS, Texas an option to lease additional RTS workstations/items directly from the State. This amendment incorporates all the terms and provisions regarding responsibility for: equipment installation, RTS programming and hardware/software configuration, security, maintenance, equipment repair and replacement, equipment movement, unauthorized equipment use, building electrical requirements, accountability/inventory of equipment, training, and supplies provided in the Agreement for the Use of State of Texas Automation Equipment dated 9-1-2010.

In addition to the provisions of the original county agreement, TxDOT's responsibility for equipment installed at non-county tax assessor-collector sites; e.g. privately owned, for profit enterprises performing registration and title functions for the county tax office; will be limited to ensuring the equipment remains operational. The county will be responsible for all training, user support, forms, supplies, user policy and procedures, etc., associated with this leased equipment. This amendment will remain in force for as long as the Agreement for the Use of State of Texas Automation Equipment remains effective.

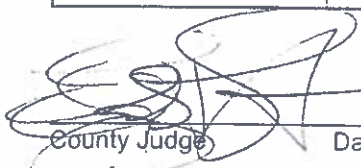
This Amendment provides a new option for the County to obtain additional RTS Information Resources and Support not identified in the Agreement for Use of State Automation Equipment. The process for requesting these resources and annual cost and billing information associated with this lease are included in Exhibit A to this Amendment.

RTS workstations identified below and/peripheral equipment identified on Exhibit A which are leased under the provisions of this amendment will be installed following approval of the County Commissioner's Court. This amendment will be signed below by the County Judge or will be supported by a certified copy of the Commissioner's Court Order or Resolution which will be attached, and the Director of the Vehicle Titles and Registration Division of the Texas Department of Transportation.

* * *

The County of HAYS, Texas will lease 1 additional RTS workstation(s)/items and requests that it/they be installed at the following County Tax Office manager or controlled site(s):

Site Name	New (N) or Existing (E) Site	Site Address	Number of Items
Roger Beasley/Mazda Auto Group	N	MAZDA South, 4506 S IH-35 AUSTIN TX 78745	1


County Judge Date: 9/1/10
HAYS County

Rebecca Davio, Ph.D., Date:
Director Vehicle Titles and
Registration Division

EXHIBIT "A" To Amendment One

State of Texas, County of HAYS

1. If a County desires additional RTS information resources, e.g. workstations or peripheral equipment, beyond that which is allocated by the State, the equipment and support may be leased at County expense from the State. Counties should contact their supporting Vehicle Titles and Registration Division Regional Office for information and the necessary form to amend their existing Agreement for the Use of State of Texas Automation Equipment, that is, their "County Agreement".
2. Submitting a signed amendment form to the supporting VTR regional office will constitute the County's formal request to lease RTS workstations and will signify that the County Tax Assessor-Collector has the funds necessary to lease this equipment.
3. The cost of leasing a basic RTS workstation will be \$1,500 per year, except if the installation is at a new site that is a site where RTS has not previously been installed. In this case, a "one time" additional fee of \$2,500 for the first workstation will be charged. The cost of leasing other RTS information resources and support is reflected below. Counties will identify the type and amount of the equipment desired by appropriately annotating this quantity below.
4. During the first year of installation, the county will be billed during the month immediately following the month in which the equipment is installed for the pro-rated portion of the State fiscal year the remains. Thereafter, billing will occur annually during the first month of the State's fiscal year (September).
5. The county may request the State remove the equipment at any time and it will be removed within 30 days of the request being received by TxDOT. The county will forfeit any portion of the annual lease fee that remains.
6. Equipment leased by a county will remain in the county unless replaced by the State or until the County requests that it be removed.
7. Annual costs for the above equipment and services are subject to change annually. Counties will be notified at least 90 days in advance of proposed changes.
8. Counties will annotate below (by site and quantity) equipment requirements. Total annual costs can be projected using the table provided. TxDOT will compute final costs and the county will be billed in accordance with paragraph 4 above.

	Item Type	County Site	Quantity	Individual Item Cost	Total Annual Cost
1.	Workstation, Basic*			\$1,500.00	
2.	Remote Sticker Printing System (Renewal)			600.00	
3.	Remote Sticker Printing System (DTA)			600.00	600.00
4.	Uninterrupted Power Supply			125.00	
5.	Printer Laser, HP 8000 (high capacity)			1,100.00	
6.	Additional Printer			250.00	
7.	Bar code reader			550.00	
8.	New Site Cost (one time fee)			2,500.00	
				Annual Leasing Fee	600.00

*Basic Workstation includes all standard items for full functionality (monitor, CPU, keyboard, printer, software, support, and cash drawer, if necessary) in a normal environment.

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-A grant funds and amend the FY2010 budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: September 14, 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-A grant funds and amend the FY2010 budget accordingly

PREFERRED MEETING DATE REQUESTED: September 14, 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

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

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

AGENDA ITEM:

Approve extension of the Public Health Emergency Response (PHER) contract between Texas Department of State Health Services (TDSHS) and the Personal Health Department for an additional 11 month period, and amend the budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Sumter

SUMMARY:

The current PHER contract approved by Court ends August 30, 2010. This amendment extends the PHER contract for an additional eleven months so that the contract period is from September 15, 2009 through July 31, 2011, and amends the budget accordingly.

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Public Health Emergency Response – Focus Area 1

CONTRATOR: HAYS COUNTY HEALTH DEPARTMENT

CONTRACT NO: 2010-033279

CONTRACT TERM: 09/15/2009 **THRU:** 07/31/2011

BUDGET PERIOD: 09/15/2009 **THRU:** 07/31/2011

CHG: 001D

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	\$354,800.00	\$354,800.00	\$0.00
Fringe Benefits	\$4,820.00	\$4,820.00	\$0.00
Travel	\$5,500.00	\$5,500.00	\$0.00
Equipment	\$19,752.00	\$19,752.00	\$0.00
Supplies	\$25,060.00	\$25,060.00	\$0.00
Contractual	\$7,003.00	\$7,003.00	\$0.00
Other	\$48,995.00	\$48,995.00	\$0.00
Total Direct Charges	\$465,930.00	\$465,930.00	\$0.00
INDIRECT COST			
Base (\$)	\$0.00	\$0.00	\$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	\$0.00	\$0.00	\$0.00
PROGRAM INCOME			
Program Income	\$0.00	\$0.00	\$0.00
Other Match	\$0.00	\$0.00	\$0.00
Income Total	\$0.00	\$0.00	\$0.00
LIMITS/RESTRICTIONS			
Advance Limit	\$0.00	\$0.00	\$0.00
Restricted Budget	\$0.00	\$0.00	\$0.00
SUMMARY			
Cost Total	\$465,930.00	\$465,930.00	\$0.00
Performing Agency Share	\$0.00	\$0.00	\$0.00
Receiving Agency Share	\$465,930.00	\$465,930.00	\$0.00
Total Reimbursements Limit	\$465,930.00	\$465,930.00	\$0.00
JUSTIFICATION			
No change to categorical budget. Amendment is to extend end term of contract to 07/31/2011 and revise FSR due dates.			

Financial status reports are due: 12/30/2009, 03/30/2010, 06/30/2010, 10/29/2010, 12/30/2010, 03/30/2011, 06/30/2011, 09/29/2011

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 Juvenile Probation operating budget for continuing education training.

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: \$765

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-686-00.5551

REQUESTED BY: Shelly Williams

SPONSORED BY: Liz Sumter

The Juvenile Probation officers are required to maintain certification on proper physical restraint methods. Funds are needed to send one JPO to the Handle with Care conference in Dallas for training. This training will include training certification and will allow this JPO to come back to the facility and train the remaining JPO's on staff. Savings from contract detention will be used to funds this budget amendment.

Budget Amendment;

001-686-00.5551 – Continuing Education: 765.00

001-686-00.5361 – Contract Detention: 765.00

Agenda Item Routing Form

DESCRIPTION OF Item: Amend Juvenile Probation operating budget for continuing education training.

PREFERRED MEETING DATE REQUESTED: September 14, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$765.00

LINE ITEM NUMBER:001-686-00.5551

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

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

AGENDA ITEM:

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

TYPE OF ITEM: Consent

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

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

SPONSORED BY: Judge Elizabeth Sumter

SUMMARY:

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

LI	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FP/O	RCH/O	SYSTEM	DEV TYPE	PCT.#
	2010-257	LENNAR HOMES	08/23/10	RIM ROCK PH 2 SEC 3 BLK A LOT 97	N	PV	O	O	SPRAY	SF	4
	2010-256	LENNAR HOMES	08/23/10	RIM ROCK PH 3 SEC 3 BLK A LOT 63	N	PV	O	O	SPRAY	SF	4
	2010-253	LENNAR HOMES	08/23/10	RIM ROCK PH 3 SEC 3 BLK A LOT 49	N	PV	O	O	SPRAY	SF	4
	2010-324	JOHN TUCKER	08/23/10	COUNTRY ESTATES LOT 27 SEC 2	N	PV	O	O	SPRAY	SF	3
LI	2010-339	EDWARD BREITENBACH	08/30/10	DEER LAKES ESTATES LOT 1	N		O	O	SPRAY	SF	3
	2010-306	MERCEDES HOMES	08/31/10	RIM ROCK LOT 67 BLK A PH 3 SEC 3	N	PB	O	O	SPRAY	SF	4

LEGEND:

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

HAYS COUNTY DEVELOPMENT AUTHORIZATIONS

August 2010

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

LI	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FP/O	RCH/O	SYSTEM	DEV TYPE	PCT.#
	2010-292	MILDRED WATSON	08/03/10	BURNETTE RANCH SEC 1	N	PV	O	O	STANDARD	SF	3
LI	2010-289	JEFFREY C. FAECKE	08/03/10	2845 B CENTERPOINT ROLLING OAKS LOT 63-B	N	PV	O	O	SPRAY	SF	1
	2010-301	CELESTINO ALBARADO	08/03/10	SEC 3 SUNSET CANYON I LOT	N	PV	O	O	SPRAY	SF	4
	2010-291	WILLIAM & JANIS COWELL	08/04/10	438	N	PV	O	O	SPRAY	SF	4
	2010-300	JOYCE CARTER	08/06/10	WHITE WINGS LOT B2A	N	PV	O	O	STANDARD	NSF	3
LI	2010-308	JOSEPH & CYNTHIA BRYANT	08/06/10	PINNACLE RIDGE ESTATES LOT 6A	N	PV	O	O	STANDARD	SF	3
	2010-307	MARK BRADLEY	08/13/10	WOODBROOK LOT 37	N	PB	O	O	SPRAY	SF	2
LI	2010-309	P&C DUNHAM INC	08/13/10	OLD WEST TRAIL LOT 29	N	PB	O	O	SPRAY	SF	2
	2010-336	SHELLY SANFORD	08/19/10	ROAD WIMBERLEY TX 78676	N	PV	O	O	STANDARD	SF	2
	2010-329	RHETA PLOCAR	08/20/10	RHETA A PLOCAR	N	PV	O	O	SPRAY	SF	2
	2010-299	ANN FORTESCUE	08/20/10	107 DARLING DRIVE LOT 1	N	RW/WE	O	O	SPRAY	SF	3
LI	2010-229	SHELLY SANFORD	08/23/10	447 CARNEY RANCH ROAD WIMBERLEY	N	RWC	O	O	STANDARD	BAR/APT	3
	2010-325	SPENCER PERSKIN	08/23/10	VIEWPOINT ESTATES LOT 5 B	N	PV	O	O	SPRAY	SF	2

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

AGENDA ITEM: Amend Budget of Juvenile Center for Telephone from savings in Equipment and Continuing Ed.

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

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

Amount Required: \$ 10,000

LINE ITEM NUMBER OF FUNDS REQUIRED: to 070-685-00.5589 Telephone

from 070-685-00.5712 Computer Eqpt.

from 070-685-00.5551 Continuing Ed.

from 070-685-00.5741 Misc. Capital Improv.

REQUESTED BY: Brett Littlejohn/Auditors Office

SPONSORED BY: Ingalsbe

SUMMARY:

Court amended telephone from 001-General Fund 8/24/10, now 070-Juvenile Center is amending from within its own budget.

See Budget Amendment

Agenda Item Routing Form

DESCRIPTION OF Item: Amend Budget of Juvenile Center for Telephone from savings in Equipment and Continuing Ed.

PREFERRED MEETING DATE REQUESTED: September 14, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$10,000.00

LINE ITEM NUMBER: To 070-685-00.5589 from 070-685-00.5712 from 070-685-00.5551 from 070-685-00.5741

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FUND NO. 001
FUND TITLE: GENERAL FUND

		Appropriation before Amendment	<u>Amendment</u>		Appropriation as Amended
<u>Line Item - Expenditures</u>			Increases	Decreases	
<u>JUVENILE CENTER (685):</u>					
070-685-00.5489	Telephone	28,000	10,000		38,000
070-685-00.5712	Computer Eqpt	9,800		(4,424)	5,376
070-685-00.5741	Misc Capital Improv	82,983		(2,107)	80,876
070-685-00.5551	Continuing Ed	9,000		(2,269)	6,731
070-685-00.5340	Insurance	68,600		(1,200)	67,400
				<u>(10,000)</u>	

Transfer from eqpt & continuing ed savings.

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

THE STATE OF TEXAS
COUNTY OF HAYS

WHEREAS, on the 14th day of September, 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 14th day of September, 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

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

AGENDA ITEM: Amend Indigent Medical in Family Health Services Fund with Transfer from Countywide in General Fund

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

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

Amount Required: \$ 175,000

**LINE ITEM NUMBER OF FUNDS REQUIRED: to 120-675-06.5231 Indigent Medical Supplies
to 120-675-06.5431 Indigent Medical Services
from 001-645 Countywide Operations**

REQUESTED BY: Margie Rodriguez/Auditors Office

SPONSORED BY: Sumter

SUMMARY:

Indigent medical supplies/services require additional funds to complete year. A transfer totaling \$175,000 from Countywide in 001-General Fund to Indigent Medical is included in the budget amendment.

FUND NO. 070
FUND TITLE: JUVENILE CENTER

<u>Line Item - Expenditures</u>		Appropriation	<u>Amendment</u>		Appropriation
		before	Increases	Decreases	as
<u>JUVENILE CENTER (685):</u>		Amendment			Amended
070-685-00.5489	Telephone	28,000	10,000		38,000
070-685-00.5712	Computer Eqpt	9,800		(4,424)	5,376
070-685-00.5741	Misc Capital Improv	82,983		(2,107)	80,876
070-685-00.5551	Continuing Ed	9,000		(2,269)	6,731
070-685-00.5340	Insurance	68,600		(1,200)	67,400
				<u>(10,000)</u>	

Transfer from eqpt & continuing ed savings.

FUND NO. 001
FUND TITLE: GENERAL

<u>COUNTY-WIDE (645):</u>					
001-645-00.5901_120	Perm trsf to 120-Family Hlth Svcs.	3,050,143	175,000		3,225,143
001-645-00.5271	Fuel	111,680		(111,680)	-0-
001-645-00.5711	Office Eqpt	10,000		(8,900)	1,100
001-645-00.5448	Contract Svcs	226,400		(16,000)	210,400
001-645-00.5399	Contingencies	160,968		(38,420)	122,548

FUND NO. 120
FUND TITLE: FAMILY HEALTH SVCS.

<u>INDIGENT CARE (675-06):</u>					
120-675-06.5231	Medical Supply	297,000	25,000		322,000
120-675-06.5431	Medical Services	407,000	125,000		532,000
			<u>DECREASES</u>	<u>INCREASES</u>	
120-675-06.4901_001	Perm Trsf from 001-General	959,609		175,000	1,134,609

Transfer for needed Indigent Medical amounts from General Fund to Family Health Svcs.

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 28, 2010 to establish traffic regulations on Oak Grove Road at the intersection of Little Bear Road/Mourning Dove Lane.

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

PREFERRED MEETING DATE REQUESTED: September 14, 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



○ - 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

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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 28, 2010 to establish traffic regulations in The Vineyard subdivision.

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ford

SUMMARY:

To establish: a stop sign on Tuscany Drive at Elder Hill Rd, a stop sign on Napa Court at Tuscany Drive, a stop sign on St. Helena Court at Tuscany Drive, and stop sign on Sonoma Lane at Tuscany Drive, and a speed limit of 25 MPH within the subdivision.

STAFF REVIEW/COMMENTS

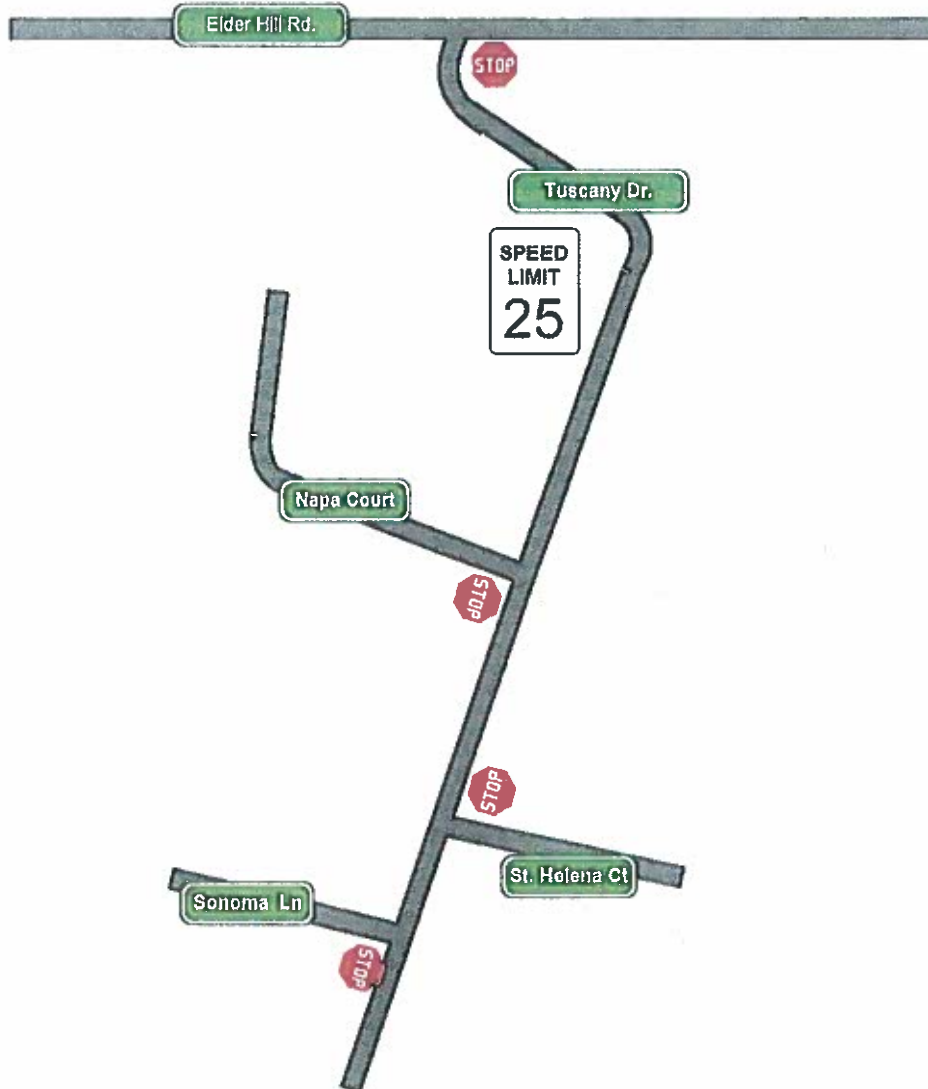
ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Precinct 4
The Vineyard Subdivision

Proposed/Recommended Traffic Regulations:
Stop Signs and Speed Limits As Indicated Below



Stop traffic on Tuscany Drive at intersection of Elder Hill Road

Stop traffic on Napa Ct. at intersection of Tuscany Drive

Stop traffic on St. Helena Ct. at intersection of Tuscany Drive

Stop traffic on Sonoma Lane at intersection of Tuscany Drive

The Vineyard Subdivision speed to be set at 25 MPH

Subdivision/Road/Staff Review Agenda Item Request Form

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

AGENDA ITEM: Discussion and possible action to approve Work Authorization #3 for roadway design work related to improvements to Mt. Gainor Road.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
----------------------------	--------------------	-------------	-----------------------------

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: not to exceed \$75,000
--

LINE ITEM NUMBER OF FUNDS REQUIRED: Reserved bond funds
--

REQUESTED BY: Borcharding

SPONSORED BY: Ford

SUMMARY:

The negotiated contract is being presented to Court for approval. Work Authorization #3 attached.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

WORK AUTHORIZATION #3

SERVICES TO BE PROVIDED BY THE ENGINEER

Scope of Services

Project limits and description

The Scope of Work to be performed by the ENGINEER under this work authorization will consist of two primary tasks, the development of Construction Plans (Task I), and Construction Phase Services (Task II). All Construction plans will be submitted on 11"X17" paper sheets. This project will be developed utilizing English units of measure. Itemization of scope of the work will be as follows:

Task I Services (construction plan development):

1. Project Management

This task will include the following activities:

- Coordination with Hays County Court and Hays County Engineer
- Contract Administration
- Coordination with Utility companies in ROW as needed and Utility relocation companies as needed
- Coordination with County as needed for County to remove existing fences and construct new fences along proposed ROW

Deliverables: N/A

2. Planning Development

Alternate roadway alignments to reduce the radius of the curve just south of the CR 198 intersection will be developed and reviewed. Exhibits will be prepared detailing these alternatives. ROW requirements and the impacts on trees (>6" dia.) will be documented. Exhibits will be prepared for County review.

3. Construction Plans Development

Final roadway design and construction plan sheets will be revised to reflect a revised approach to construction. Previously developed plans will be modified to reflect full depth reconstruction as opposed to the previous notch and widen approach. This task will include the following activities:

A. Roadway Design

- Plan / Profile sheets

- Typical Sections
- Horizontal Alignments
- Earthwork Cross Sections
- All other information needed for construction will be developed and submitted for use in tabular form based on excel spreadsheets

B. Drainage Design

- Prepare drainage area maps and calculate discharges
- Analyze roadway profile and determine culvert locations
- Determine need for drainage improvements in existing ditches
- Develop Hydraulic models for culverts
- Develop culvert designs that balance design frequency requirements vs. uniformity of roadway characteristics
- Determine drainage easement requirements (if needed)
- Develop culvert layouts

C. Signing, Markings, and Signals

- No revisions expected

D. Traffic Control Plan

- No revisions expected

Deliverables:

Construction Plans for review at 100% Submission

- *100% submittal will include:*
 - *Full set of plan sheets (all revisions from revised construction approach addressed)*
 - *Quantities*
 - *Final Cross Sections and Earthwork Calculations*
 - *Construction Cost Estimate*

4. Utility Coordination

This task will include the following activities:

- Coordinate and assist with the relocation of utilities
- Develop exhibits that indicate conflicts between identified existing utilities and proposed construction
- Recommend resolution for each utility conflict
- Meet with Utility company representatives to discuss relocation requirements and take notes as needed

Deliverables:

1. *Utility Conflict exhibits (by utility)*

Task II Services (construction phase services):

Construction Phase Services include:

- Attend a pre-construction meeting with County forces
- Develop project work plan in coordination with County Engineer
- Meet with County forces weekly or as needed to implement a project work plan
- Respond to Requests for Information (RFI) as needed
- Revise construction plan sheets as needed to reflect RFIs

Deliverables:

1. *Written project work plan*
2. *Weekly email project updates*
3. *RFI responses*
4. *Project report including RFI's and revised plan sheets*

Surveying Services include:

- Proposed fence location staking to facilitate the relocation of fences to proposed ROW
- Staking for construction purposes as outlined in the attached proposal.

Services not included

- Development of specifications, contract documents, or other design details needed for bidding/letting (project to be constructed with County Forces)
- SUE services
- Design work for the relocation of utilities
- Traffic Studies that develop traffic projections
- Permitting fees or any fees or services associated with Edwards Aquifer Recharge Zone CZP or other plan development

Fee Estimate

[illegible]

September 14, 2010

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this WORK AUTHORIZATION, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County Texas

Contractor: Rogers Design Services

By: Karen Ford

By: Dan Rogers

Precinct 4 Commissioner

Principal

Date

9/8/10
Date

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

AGENDA ITEM:

Hold public hearing pursuant to 183.057 of the Texas Natural Resources Code regarding right of way acquisition on McGregor Lane in Precinct 4, including acquisition of property encumbered by a Conservation Easement.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Kennedy

SPONSORED BY: Ford

SUMMARY:

On August 31, 2010 the court called for public hearing to discuss property acquisition on a portion of McGregor lane in Precinct 4. There is a notification requirement for this action. Applicable sections of the Texas Natural Resources Code are included in backup.

§ 183.057. PROTECTED LAND; NOTICE OF TAKING. (a) A department or agency of this state, a county, a municipality, another political subdivision, or a public utility may not approve any program or project that requires the use or taking through eminent domain of private land encumbered by an agricultural conservation easement purchased under this subchapter unless the governmental entity or public utility acting through its governing body or officers determines that:

(1) there is no feasible and prudent alternative to the use or taking of the land; and

(2) the program or project includes all reasonable planning to minimize harm to the land resulting from the use or taking.

(b) A determination required by Subsection (a) may be made only at a properly noticed public hearing.

(c) The governing body or officers of the governmental entity or public utility may consider clearly enunciated local preferences, and the provisions of this subchapter do not constitute a mandatory prohibition against the use of the area if the determinations required by Subsection (a) are made.

(d) If, after making the determination required by Subsection (a), a department or agency of this state, a county, a municipality, another political subdivision, or a public utility acquires by eminent domain a fee simple interest in land encumbered by an agricultural conservation easement purchased under this subchapter:

(1) the easement on the condemned property terminates; and

(2) the entity exercising the power of eminent domain shall:

(A) pay for an appraisal of the fair market value, as that term is defined by Section 183.056, of the property subject to condemnation;

(B) pay to the qualified easement holder an amount equal to the amount paid by the holder for the portion of the easement affecting the property to be condemned;

(C) pay to the landowner an amount equal to the fair market value of the condemned property less the amount paid to the qualified easement holder under Paragraph (B); and

(D) pay to the landowner and the qualified easement holder any additional damages to their interests in the remaining property, as determined by the special commissioners under Section 21.042, Property Code.

(e) If, after making the determination required by Subsection (a), a department or agency of this state, a county, a municipality, another political subdivision, or a public utility acquires by eminent domain an interest other than a fee simple interest in land encumbered by an agricultural conservation easement purchased under this subchapter:

(1) the entity exercising the power of eminent domain

shall pay for an appraisal of the fair market value, as that term is defined by Section 183.056, of the property subject to condemnation; and

(2) the special commissioners shall consider the fair market value as the value of the property for purposes of assessing damages under Section 21.042, Property Code.

(f) The qualified easement holder shall pay to the fund any amounts received under Subsections (d) and (e), not to exceed the amount paid by the fund for the purchase of the easement.

Added by Acts 2005, 79th Leg., ch. 1354, § 2, eff. Sept. 1, 2005.

Agenda Item Request Form

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

AGENDA ITEM:

10-16-4 Partial Vacate and Replat of Lot 3 & 4, F&W Subdivision, Section 2 (2 Lots). Discussion and possible action to call for public hearing on October 5, 2010.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Ford

SUMMARY:

Section 2 of the F&W Subdivision is a platted 2-lot division of approximately 8.32 acres of land located off of Fitzhugh Road in Precinct 4. The original plat was approved in 2004 and consisted of one 5.44-acre lot and one 2.88-acre lot. The original property owner still owns Lot 3 and wishes to vacate/cancel 4.32 acres and add 1.12 acres to Lot 4. The 4.32 acres will be added to their adjoining 125+ acres of raw land. The new configuration will leave 1 lot of 4 acres (lot 4A). The average lot size for this replat is 4.0 acres. Lot 4A will be served by an existing private well and individual on-site sewage facility.

Although this is not an increase in density, the Texas Local Government code requires a public hearing prior to final plat approval. The subdivision is located outside of the limits of any cities ETJ.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM:

Discussion and possible action to authorize the County Judge to execute a 20 foot Joint Use Easement Agreement in favor of Robert Romero, Onesimo Rodriguez, and OCSC Inc. for ingress/egress on shared driveway known as Bartons Xing located in Precinct 2.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

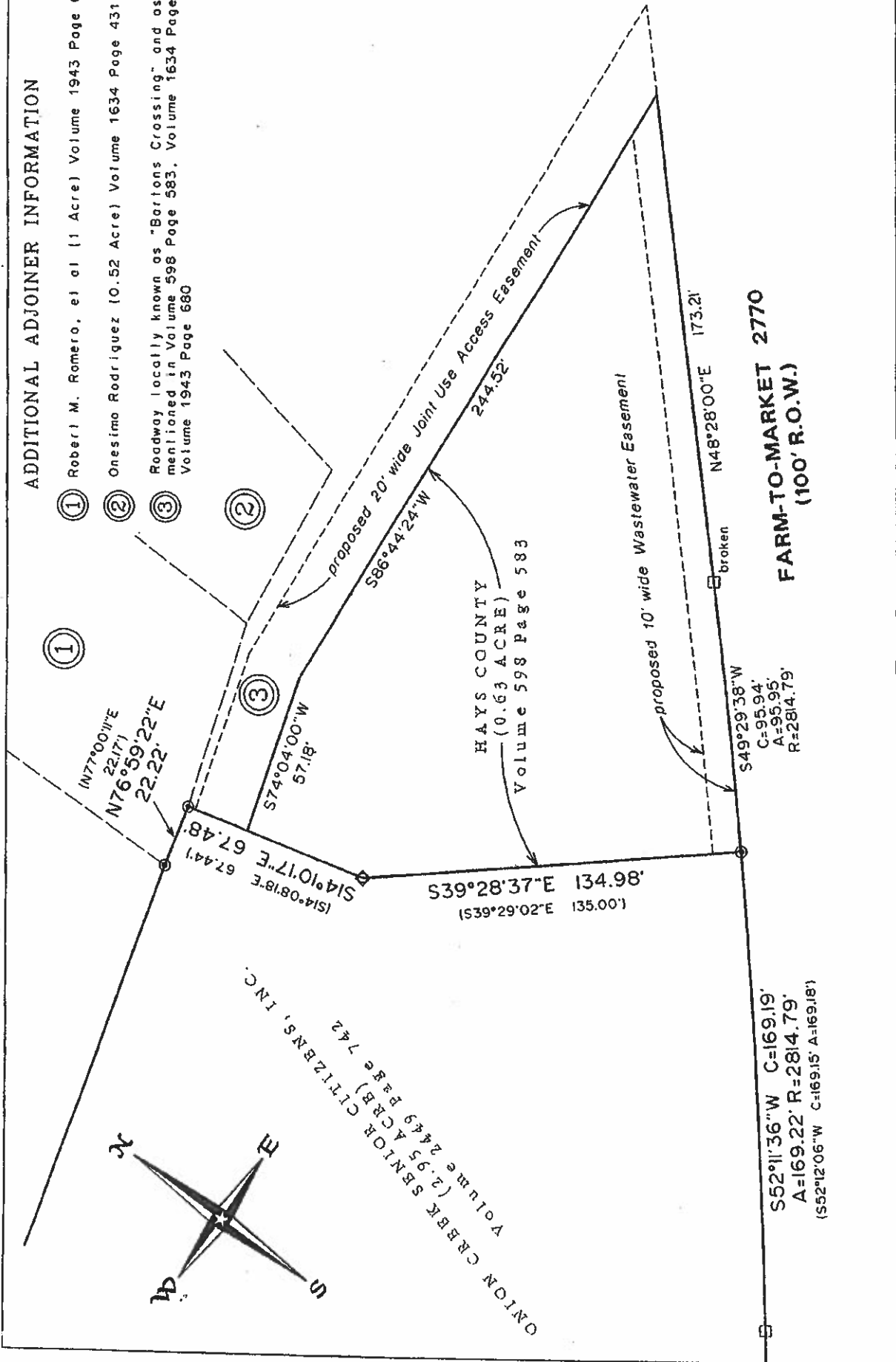
SPONSORED BY: Commissioner Barton

SUMMARY:

The Onion Creek Senior Citizens Inc. has submitted a subdivision plat to the City of Buda located off of F.M. 2770 in Precinct 2. The subdivision is located adjacent to a Hays County owned parcel where J.P. #5 is currently located. Currently there is a shared access driveway located on the .63 acre Hays County Parcel which is being used by Hays County and two adjoining landowners. Staff has been unable to locate a defined easement agreement for the driveway, aka Barton's Xing. The owner of the Onion Creek Senior Citizens subdivision would like access via Barton's Xing. If approved, the easement agreement would grant access to the senior citizens center but would also provide a recorded instrument for the owners of all tracts utilizing the access driveway.

ADDITIONAL ADJOINER INFORMATION

- ① Robert M. Romero, et al (1 Acre) Volume 1943 Page 680
- ② Onesimo Rodriguez (0.52 Acre) Volume 1634 Page 431
- ③ Roadway locally known as "Bartons Crossing" and as mentioned in Volume 598 Page 583. Volume 1634 Page 431. Volume 1943 Page 680



Easement Agreement for Wastewater Easement

Date:

Grantors: _____

Grantor's Mailing Address:

Grantee/Holder: City of Buda, Hays County, Texas

Grantee's Mailing Address: 121 Main Street, Buda, Texas

Dominant Estate:

Easement Property:

All that certain tract, piece or parcel of land, lying and being situated in the County of Hays, State of Texas, described in EXHIBIT "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property.

Easement Purpose: For the installation, construction, maintenance, replacement, repair, and upgrade of wastewater lines.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations the receipt and sufficiency of which are acknowledged by Grantor.

Reservations from Conveyance: None.

Exceptions to Warranty: None.

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

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

1. *Character of Easement.* The Easement is appurtenant to, runs with, and inures to the benefit of all or any portion of the Dominant Estate Property, whether or not the Easements referenced or described in any conveyance of all or such portion of the Dominant Estate Property. The Easement is nonexclusive and irrevocable. The Easement is for the benefit of Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.

2. *Duration of easement.* The duration of the Easement is perpetual, unless and until it is relinquished or abandoned by ordinance.
3. *Reservation of Rights.* Holder's right to use the Easement Property in nonexclusive, and Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the use of the Easement Property by Holder for the Easement Purpose, or construct any building, structure or obstruction. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement.
4. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use as much of the surface of the property that is adjacent to the Easement Property ("Adjacent Property") as may be reasonably necessary to install and maintain the Facilities within the Easement Property that are reasonably suited for the Easement Purpose. However, Holder must promptly restore the Adjacent Property to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
5. *Improvement and Maintenance of Easement Property.* Improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder must maintain the Easement Property in a neat and clean condition. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the facilities. Grantee will replace the fence to original condition on the completion of work. If the fence was constructed after this easement agreement, replacement shall be at the expense of the grantor.
6. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
7. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.

10. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
11. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
12. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
13. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
14. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
15. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
16. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

Grantor

City of Buda, by its City Manager, Kenneth Williams

ACKNOWLEDGMENTS

STATE OF TEXAS)
COUNTY OF HAYS)

This instrument was acknowledged before me on _____ by _____

Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF HAYS)

This instrument was acknowledged before me on _____ by _____

Notary Public, State of 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 authorize the County Judge to execute a 10 foot Easement Agreement with the City of Buda for a proposed wastewater service line.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Commissioner Barton

SUMMARY:

The Onion Creek Senior Citizens Inc. has submitted a subdivision plat to the City of Buda located off of F.M. 2770 in Precinct 2. The subdivision is located adjacent to a Hays County owned parcel where J.P. #5 is currently located. The southern property line is parallel to F.M. 2770, the requested action would place a 10 foot wastewater utility easement along this property line. The line is intended to serve the Onion Creek Senior Citizens Subdivision. Current platting procedures require a public utility easement on all property lines, however when this parcel was divided those easements were never put in place.

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Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Discussion and possible action to accept \$7,000 from the Hill Country Alliance as a refund of the monies Hays County provided as seed money for the planning and development of the Rainwater Revival.

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

PREFERRED MEETING DATE REQUESTED: Sept 14, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY:

There will also be an update on the Rainwater Revival from members of the planning committee.

September 7th, 2010

Commissioner Karen Ford
Hays County Commissioners Court
PO Box 1158
195 Roger Hanks Parkway
Dripping Springs, TX 78620

Commissioner Ford and Members of the Hays County Commissioners Court:

On behalf of all of the organizers of the Rainwater Revival, thank you for supporting the creation of this premier educational celebration of rainwater harvesting. The \$7,000 you provided to initiate the planning of this event has been recuperated and we are proud to now return these funds to Hays County.

HCA has been thrilled to work with such a fantastic team of volunteers and planners. October 9th is just around the corner and everything seems to be in place for a fantastic event. Planning goals, budget, sponsorships, speakers, exhibitors are all exceeding my expectations. We look forward to planning another event with Hays County in the future.

It's no secret that water resources in the Hill Country are extremely fragile. Encouraging conservation and rainwater harvesting are two of the greatest tools we have for sustaining water supply for future generations. Thank you for taking a lead role in educating citizens about doing their part.

Sincerely,



Christy Muse, Executive Director
Hill Country Alliance

The Mission of the Hill Country Alliance is to bring together an ever-expanding alliance of groups throughout a multi-county region of Central Texas with the long-term objective of preserving open spaces, water supply, water quality and the unique character of the Texas Hill Country.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM:

Discussion and possible action to review the current rates for disposal of Solid Wastes at the Hays County Transfer Station in Wimberley and the Hays Citizens Collection Station in Driftwood.

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Jerry Pinnix, Director, Recycling & Solid Waste

SPONSORED BY: Judge Sumter

SUMMARY:

During the departmental budget review the topic of the rates for disposal of solid waste was discussed. I would like the Commissioners' Court to review the current rates and consider increasing the rates to keep up with rising costs to the county for disposal.

Jerry Pinnix

From: Will Conley [will.conley@co.hays.tx.us]
Sent: Wednesday, September 01, 2010 3:16 PM
To: Jerry Pinnix; Karen Ford
Subject: RE: rate recommendation

Looks good to me

From: Jerry Pinnix [mailto:jpinnix@co.hays.tx.us]
Sent: Wednesday, September 01, 2010 3:22 PM
To: Karen Ford; Will Conley
Subject: FW: rate recommendation

Commissioners, are you alright with this rate increase since the sites are in your pcts?

Jerry Pinnix
Director
Recycling & Solid Waste
Phone: 512-393-2212
Fax: 512-393-7696
jpinnix@co.hays.tx.us
www.co.hays.tx.us

From: Jerry Pinnix [mailto:jpinnix@co.hays.tx.us]
Sent: Friday, August 20, 2010 12:32 PM
To: Debbie Ingalsbe; Jeff Barton; Judge Sumter ; Karen Ford; Will Conley
Subject: FW: rate recommendation

Commissioners I asked my employees for their opinions on a rate increase for disposal of solid waste. This is their recommendations and I agree with them. Please call, email if there are concerns or questions. I am sure we will have to take the changes to Commissioners' Court for implementation.

Jerry Pinnix
Director
Recycling & Solid Waste
Phone: 512-393-2212
Fax: 512-393-7696
jpinnix@co.hays.tx.us
www.co.hays.tx.us

From: Greg Tvrdik [mailto:greg.tvrdik@co.hays.tx.us]
Sent: Thursday, August 19, 2010 10:15 AM
To: Jerry Pinnix
Subject: rate recommendation

Jerry,
Teri, Billy and I recommend the following rate changes;

From: Vickie Wilhelm [vickie_wilhelm@co.hays.tx.us]
Sent: Thursday, September 02, 2010 8:29 AM
To: Jerry Pinnix
Subject: RE: Roll off expenses @ Transfer Station

FY10 – 118,001.10 (to date)

FY09 – 126,847.00

FY08 – 109,132.00

FY07 – 89,169.80

From: Jerry Pinnix [mailto:jpinnix@co.hays.tx.us]
Sent: Wednesday, September 01, 2010 6:15 PM
To: Vickie Wilhelm
Subject: Roll off expenses @ Transfer Station

Vickie, could you provide me with the total costs for trash hauling (001-716-00.5452) at the Transfer Station and the Citizens Collection Station for the past 4 years. Just the totals including this fiscal year to date. ?

Call me. Thanks

Jerry Pinnix

*Administrator
Hays County Parks
Phone: 512-393-2212
Fax: 512-393-7696
jpinnix@co.hays.tx.us
www.co.hays.tx.us*

From: Greg Tvrdik [greg.tvrdik@co.hays.tx.us]
Sent: Thursday, August 19, 2010 10:15 AM
To: Jerry Pinnix
Subject: rate recommendation

Jerry,
 Teri, Billy and I recommend the following rate changes;

Type	Old	New
Household	\$5	\$8-10
Construction	\$15	\$25 with \$10 minimum
Appliances	\$7	\$10 for Water Heaters/small items \$15 for washer and dryer sized
A/C-refrigerators		
Items with compressors	\$7-15	\$10-25
Furniture	\$5 up	\$10 up (go up \$5 per item, King size bed was \$15, now \$20)
Tires	\$2	\$5

Greg Tvrdik
Hays County Recycling
512.858.9515

Rate Survey
Area Municipal Solid Waste Facilities
(2010)

Location	Phone #	Minimum charge	Appliances	Appliances w/ Freon	Tires
Hays County	512-847-3504 512-858-9515	\$5.00/ household \$15.00/ construction	\$7.00 per item	\$7.00 to \$15.00/ dependant upon size	\$2.00 for car & light truck
T.D.S. Landfill	800-375-8375	\$35 min per CU.YD on trash	Free	\$20 service charge	\$7 on tires 15 inches or smaller
Austin Waste MGT. Must have safety vest to dump \$10.81 Fee for vest	512-272-4329	\$50 min truck & \$90 min trailer load.	\$43 min on stoves, water heaters, micro waves.	\$92 min on refrigerators & A/C units	\$30 min on tires 15 inches or smaller
Eco Depo of Travis Co.	512-263-5265	\$25 min per CU.YD on trash & \$25 min per CU.YD construction material	\$25 min All appliances	\$25 min all appliances	\$15 min on tires 15 inches or smaller
Comal CO. Landfill Must have safety vest to dump \$11.89 fee for vest	830-625-7894	\$34 min per CU.YD household trash only.	NO Appliances	NO Appliances	NO Tires
Williamson Landfill	512-759-8881	\$32 min per truck load	NO Appliances	NO Appliances	\$10 min on tires 15 inches or smaller
Travis Co.	512-267-1949	\$4 min per CU.YD	Household	Trash	Only
Blanco Co. IES	830-868-7579	\$25 min per CU.YD	\$25 min on appliances	\$25 min on appliances	NO Tires
Allied Landfill	512-272-4327	\$47 min truck & \$115 min trailer load.	\$65 min on Stoves, water heaters, micro waves.	\$65 min on refrigerators & A/C units	\$30 min per tire 15 inches or smaller

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM:

Discussion and possible action to amend the Tuberculosis contract between Hays County Personal Health Department (PHD) and Texas Department of State Health Services (DSHS) for FY 2010 from \$14,710.00 to \$17,324.35 and amend the budget accordingly.

CHECK ONE:

☐ CONSENT

☒ ACTION

☐ EXECUTIVE SESSION

☐ WORKSHOP

☐ PROCLAMATION

☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Judge Sumter

SUMMARY:

This is an amendment for DSHS to provide the PHD with additional funds in the amount of \$2614.35 to offset some of the expenses for the TB program during FY 2010. This amendment extends the contract period so that it begins September 1, 2009 and ends on September 30, 2010.

DEPARTMENT OF STATE HEALTH SERVICES



Amendment
To

The Department of State Health Services (DSHS) and **HAYS COUNTY HEALTH DEPARTMENT** (Contractor) agree to amend the Program Attachment # 001C (Program Attachment) to **Contract # 2010-033279** (Contract) in accordance with this **Amendment No. 001D: Public Health Emergency Response – Focus Area 1**, effective 08/31/2010.

This Amendment is necessary because: **to extend term through July 31, 2011 - per CDC extension.**

Therefore, DSHS and Contractor agree as follows:

TERM: 09/15/2009 THRU: ~~08/30/2010~~ 07/31/2011

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

Department of State Health Services

Contractor

Signature of Authorized Official

Signature of Authorized Official

Date: _____

Date: _____

Bob Burnette, C.P.M., CTPM

Name: _____

Director, Client Services Contracting Unit

Title: _____

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

Address: _____

(512) 458-7470

Phone: _____

Bob.Burnette@dshs.state.tx.us

Email: _____

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 Hays County Personal Health Department to provide flu shots to Hays County employees and their insured dependents at no cost.

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

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: \$16.00 average per dose

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hargraves

SPONSORED BY: Sumter

SUMMARY: As part of the County's ongoing support of wellness and preventative initiatives, this will be the 6th year that Hays County provides flu shots free of charge to County employees and their insured dependents.

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 establish an Economic Development Policy Committee.

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

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED:

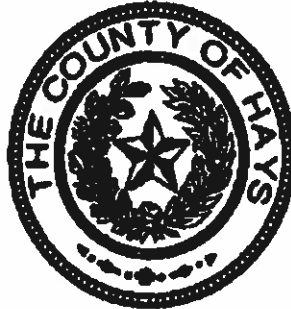
LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: One goal/objective of the Hays County Strategic Policy Plan is to establish a County-wide Economic Development Policy. The county adopted an Economic Development Policy on May 11, 2004. The policy is somewhat vague, without performance measures. I propose a 9 member committee. Each Commissioner appointing two citizens from their precincts and the County Judge appointing the Chair of the committee – similar to the Transportation Bond Committee. There also should be one member from each Chamber of Commerce and EDC/or City appointed economic development committee appointed to an advisory board to assist the committee. Attached is the current Economic Development Policy, the relevant portion of the Hays County Strategic Plan and a County Economic Development Handbook from TAC.

This committee should address in their proposed policy – when and why there should be tax incentives, to whom, what performance measures should be used, how much tax incentive can the county afford to give away each year or overall – instead of a dollar figure, perhaps a percentage of the overall tax rate or new growth dollars coming in each year. Or, if it is debt for infrastructure, the same questions would apply. What kind of tax incentive and what performance measures should it be tied to.



**RESOLUTION BY THE HAYS COUNTY COMMISSIONERS' COURT
ADOPTING AN ECONOMIC DEVELOPMENT POLICY**

STATE OF TEXAS

§
§
§

COUNTY OF HAYS

This Economic Development Policy (the "Policy") is adopted by the Hays County Commissioners' Court this 11th day of May, 2004.

WHEREAS, the County is authorized by Article III, Section 52-a of the Texas Constitution and Section 381.004 of the Texas Local Government Code to establish economic development programs and to provide financial incentives for economic development; and

WHEREAS, the purpose of this Resolution is to adopt a policy to promote economic development as contemplated by Chapter 381 of the Texas Local Government Code; and

WHEREAS, Chapter 381 of the Texas Local Government Code allows counties to develop and administer a program for local economic development in order to stimulate business and commercial activity; and

WHEREAS, the County is committed to the promotion of quality economic development in all parts of the County and to improving the quality of life for its citizens; and

WHEREAS, County, after due and careful consideration, has determined that providing economic development incentives will further the public purposes and economic development goals of the County (including positive growth of the County, increasing the County's real estate tax assessment values and sales tax revenues, and providing increased employment opportunities and jobs).

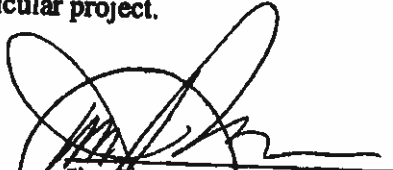
NOW THEREFORE, the Hays County Commissioners' Court hereby resolves to the following:

The County of Hays hereby adopts this Economic Development Policy as contemplated by Chapter 381 of the Texas Local Government Code. The County will consider the granting of economic incentives based on relevant factors to include the types and values of public improvements made by the applicant, the number of jobs created and maintained, and the extent to which the proposed project carries out the goals and objectives of the County. Nothing herein shall be construed as a guarantee that the County will provide economic incentives for any particular project.

ATTEST:


Lee Carlisle, County Clerk




Jim Powers
Hays County Judge

Establish a County-wide Economic Development Policy

Hays County has a strong base of existing businesses and has successfully attracted new businesses in response to its rapidly growing population. Many of these jobs have been in the service and retail sector, which often provides low wage, part time employment. Many of the cities have active economic development programs and it is expected that they will continue to be the forerunners in economic development efforts. The County should consider adopting an economic development policy that will support the local efforts. It is important to have a policy in place before a major prospect enters the picture to ensure standards are in place and not be influenced by the desire to land a big company. The County should work closely with its citizens, utilizing economic development professionals as advisors to develop a policy that will position Hays County as a leader in economic development.

Implementation

Actions	Duration	Timeline	Who's Responsible?
Commissioners Court establishes committee charge and appoints a citizen based committee with an advisory sub-committee	1 Month	August 2010	Commissioners Court, County Planner
Committee reviews current policy and formulates a new policy	4 Months	September – December 2010	Commissioners Court, County Planner
Utilize the policy when conducting economic development activities	On-going	On-going	Commissioners Court

Possible Partners?

Cities, Businesses, Chambers of Commerce, Economic Development Corporations

How will you measure success?

Hays County grows reputation as business friendly community
New Businesses locate in Hays County

Estimated funding needed and possible sources?

Staff Time

Evaluate development of a County-wide incentive policy to encourage additional business investment in the area.

The County does not have a formal incentive policy at this time. It has provided incentives to several new businesses locating in the County including an HEB warehouse and Grifols. Economic development is a very competitive endeavor and much of the preliminary site selection work is done before the community is even contacted. Having an incentive policy in place that a site selector can access is key to keeping Hays County on the "short list" for business relocation. An incentive policy can include the following:

- (a.) Ad valorem property tax abatements for desirable and targeted new businesses,
- (b.) Freeport tax exemptions to inventory critical companies,
- (c.) Sponsor and apply for Texas Capital Fund grants and loans for business recruitment and expansion projects, and
- (d.) Chapter 381 Local Government Code programs and agreements for new and expanding businesses.

To be successful, the County should develop its policy to complement existing policies at the cities and ensure that any incentive will meet established goals for the County. It should also include strict "clawback" provisions that will protect the County from a business that does not meet agreed upon performance goals.

Implementation

Actions	Duration	Timeline	Who's Responsible?
Research Best Practices from other Counties	6 Months	January – June 2011	Commissioners Court, County Staff
Work with Cities to evaluate best policy	3 Months	June – August 2011	Commissioners Court, County Staff
Adopt Incentive Policy and Promote	On-going	September 2011	Commissioners Court

Possible Partners?

Economic Development Corporations, Governor's Office of Economic Development

How will you measure success?

Incentive Policy in place by September 2011

Estimated funding needed and possible sources?

Staff Time

COUNTY ECONOMIC DEVELOPMENT HANDBOOK

Prepared by the LEGAL DEPARTMENT
of the

TEXAS ASSOCIATION OF COUNTIES

1210 San Antonio
Austin, Texas 78701

2007

HONORABLE MARC HAMLIN, ASSOCIATION PRESIDENT 2007

ASSOCIATION STAFF MEMBERS SERVING YOU AND YOUR COUNTY'S NEEDS

Karen Ann Norris, Executive Director

Carey Boethel, Director of Governmental Relations
Paul Sugg, Manager

Robert L. Lemens, General Counsel

James Jean, Director of Program Administration
Karen Baker, Underwriting
Larry Cowles, Claims
Bill Norwood, Health & Employee Benefits

Stan Reid, Chief Information Officer

Richard Slagle, Director of Field Services
Mike Straun, Manager, Safety Specialists

Jay Johnson, Director of Education

Gene Terry, Director of Operations

Jim Lewis, Director of Communications

Terry Wyatt, Comptroller
Nancy Lyter, Finance

Gayle Latham, Director, County Information Resources Agency

Legal Research Toll Free "Hot Line": (888)275-8224 Direct Fax: (512)478-3573
or visit our web site at www.county.org

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COUNTY ECONOMIC DEVELOPMENT

INTRODUCTION

During the last 20 years, the Texas Legislature has attempted to address the concerns of local governments about the lack of growth and development that is hampering many areas of the state. A number of statutes related to Economic Development were enacted by the 79th and 80th Legislatures in 2005 and 2007. Through constitutional amendments and legislative enactments, the legislature has authorized taxes, tax incentives, tax abatements, and the creation of zones and districts aimed at spurring economic development and increasing tourism throughout the state. Counties are among the local governmental entities that may use these revenue-generating and development-inducing alternatives.¹

This publication is intended to inform the reader of the programs and incentives available to counties generally.² It does not provide details on statutes that are relevant only to a very limited number of counties or to those laws applicable only to municipalities. This publication summarizes the major elements of each applicable statute. There is some overlap in the statutes. Therefore, a county considering the various avenues for economic development should closely consider the benefits and limitations of each statutory program.

¹ Some economic development legislation applies only to municipalities; a number of statutes apply only to counties of certain populations or geographic locations; and other statutes apply to most local political subdivisions.

² The Texas Attorney General's Office publishes a comprehensive Economic Development Handbook that is available on its website www.oag.state.tx.us

Collection: The state comptroller collects and distributes the tax in accordance with Tax Code, Chapter 323. *Sec. 387.007.*

COUNTY DEVELOPMENT DISTRICTS⁴

Authority: Local Government Code, Chapter 383.

Purpose: To provide incentives for the location and development of projects that will attract visitors and tourists and that will result in employment and economic activity. *Sec. 383.002.*

Applicability: A county with population of 400,000 or less. *Sec. 383.021.*

Fund Source: Sales and use tax.

Procedure: The creation of a county development district must be requested by a petition signed by the holders of fee simple title to all of the land in the proposed district. *Sec. 383.022.*

After receipt of a valid petition and a public hearing at which the commissioners court finds that the creation of the district and the proposed project will attract visitors and tourists to the county, the court may create the district. The court may require the petitioner to pay the costs associated with the hearing and the election costs. *Secs. 383.023 – 383.027.*

Creation of the district and the adoption of the sales and use tax requires confirmation by a majority of the voters residing in the proposed district. *Secs. 383.030; 383.034; and 383.101.*

⁴ As of October, 2007 the state comptroller's office reported the creation of 6 county development districts. A listing of special purpose districts within each county is available at the comptroller's website – www.window.state.tx.us.

- Applicability:* A county with a population of less than 600,000 in which a county development district has been created under Local Government Code, Chapter 383.
- Fund Source:* County Hotel Occupancy Tax.
- Procedure:* Section 352.107 authorizes the county to impose the tax within the boundaries of the county development district. The commissioners court imposes the tax by order or resolution. *Tax Code, Sec. 352.001.*
- Tax Rate:* The tax may not exceed seven percent on the price paid for a hotel room located in the district's territory and not located within the corporate limits of a municipality. *Sec. 352.107.*
- Collection:* Tax is collected by the hotel operator and sent to the county. *Sec. 352.004.* The county must remit the tax to the county development district not later than the 10th day after the date the county receives the funds. *Sec. 352.107.*

COUNTY DEVELOPMENT PROGRAMS

- Authority:* Local Government Code, Chapter 381.
- Purpose:* To stimulate business and commercial activity and to advertise and promote the growth and development of the county. *Sec. 381.002.*
- Applicability:* All counties. *Sec. 381.002.*
- Funding Source:* County General Fund.
- Procedure:* On approval by the voters of the county, a board of development is created. The commissioners court appropriates money from the county's general revenue fund to a separate board of development fund. *Sec. 381.002 (a) and (b).*

REINVESTMENT ZONES – Chapter 311⁶

A. Tax Increments

- Authority:* Tax Code, Chapter 311.
- Purpose:* To promote development or redevelopment in an area that would not occur in the foreseeable future solely through private investment. *Sec. 311.003 (a).*
- Applicability:* A county by order or a municipality by ordinance may designate an area within its territory as a reinvestment zone under Chapter 311. *Sec. 311.003.* A reinvestment zone terminates on the earlier of: (1) the date designated in the order or ordinance creating the zone; or (2) the date on which all project costs, tax increment bonds, and interest on the bonds have been paid in full. *Sec. 311.017.* Once the zone is created, other taxing units with territory in the zone may agree to make payments into the tax increment fund. *Sec. 311.013(b) and (f).*
- Fund Source:* Tax Increment Fund.
- Procedure:* To designate a reinvestment zone, a county or municipality must find: (1) that the area meets the criteria in Sec. 311.005 (property is primarily nonresidential and substantially impairs the sound growth of the county or municipality); and (2) that improvements in the zone will significantly enhance the value of all the taxable real property in the zone.
- The county order or municipal ordinance designating the zone must create a board of directors and establish a tax increment fund for the zone. *Sec. 311.004 (a).* A taxing unit that levies taxes on real property in a reinvestment zone may make a loan to the board of directors for

⁶ Tax Increment Financing Act.

<i>Fund source:</i>	Tax abatement.
<i>Procedure:</i>	A taxing unit may enter an abatement agreement with the owner of <i>real or personal</i> property in the reinvestment zone, whether or not the taxing unit has agreed to pay tax increments into the tax increment fund. <i>Sec. 311.0125(a)</i> .
<i>Amount:</i>	Determined by the taxing unit and the property owner.
<i>Limitations:</i>	An abatement agreement on <i>real</i> property in the reinvestment zone must be approved by the board of directors of the zone and the governing body of each taxing unit that agrees to pay into the tax increment fund. <i>Sec. 311.0125 (b)</i> .

C. Tax Exemptions

<i>Authority:</i>	Tax Code, Sec. 311.013 (g).
<i>Purpose:</i>	To promote development and redevelopment.
<i>Applicability:</i>	A taxing unit, other than a city. <i>Sec. 311.013 (g)</i> .
<i>Fund Source:</i>	Tax Exemption.
<i>Procedure:</i>	In lieu of agreeing to pay into the tax increment fund for a reinvestment zone designated by a municipality under Chapter 311, a taxing unit may offer the owners of taxable real property in the zone an exemption from taxation on all or part of the value of their property. <i>Sec. 311.013 (g)</i> .
<i>Amount:</i>	To be determined by the taxing unit and the property owner.
<i>Limitations:</i>	A taxing unit may not agree to exempt property in a reinvestment zone after the unit has entered into an agreement to pay into the tax increment fund. <i>Sec. 311.013 (g)</i> .

located on the real property, if the property owner agrees to make specific improvements or repairs to the property. *Secs. 312.204; 312.205; and 312.211.*

A taxing unit, including a county, that adopts criteria under Section 312.002 may execute tax abatement agreements with a property owner. As a part of the criteria, the commissioners court may impose an application fee not to exceed \$1,000 on a person who requests a tax abatement. The term of an agreement may not extend beyond 10 years after the date the agreement is executed. *Secs. 312.208.*

The agreement entered by a taxing unit is not required to contain terms identical to those contained in the designating municipality's abatement agreements. *Sec. 312.206.* However, a pre-existing exemption agreement between a taxing unit and a property owner may not be superceded by a subsequent agreement under Chapter 312. *Sec. 312.206.*

Amount: The designating municipality and the other taxing units determine the amount of the tax abatement, if any, to be granted to a property owner under Chapter 312. *Secs. 312.204 and 312.206.*

Limitations: Unless extended by the legislature, Chapter 312 expires on September 1, 2009. *Sec. 312.006.* The expiration of Chapter 312 does not affect the validity of a reinvestment zone designated or a tax abatement agreement executed before the expiration of the chapter. The designation of an existing zone may not be renewed after the chapter expires. An existing agreement may be extended. An agreement entered after the expiration of the chapter may not be extended. *Sec. 320.001.*

project financed s by tax increment bonds. Under an agreement, the county may exempt from taxation a portion of the value of real property or tangible personal property located on the real property, if the property owner agrees to make specific improvements or repairs to the property. *Sec. 312.402.*

An affected taxing unit that adopts criteria under Section 312.002 may execute tax abatement agreements with a property owner. The agreement entered by a taxing unit is not required to contain terms identical to those contained in the designating county's abatement agreements. *Sec. 312.206.* However, a pre-existing exemption agreement between a taxing unit and a property owner may not be superceded by a subsequent agreement under Chapter 312. *Sec. 312.206.*

The commissioners court of a county that enters into a tax abatement agreement for the county under Chapter 312 may enter into a tax abatement agreement applicable to the same property on behalf of a taxing unit other than the county, if by statute the ad valorem tax rate of the other unit is approved by or levied by the court. *Sec. 312.004.*

A tax abatement agreement entered by a county on behalf of another taxing unit is not required to contain the same terms as an agreement entered on behalf of the county. *Sec. 312.004.*

Amount: The county and the other taxing units determine the amount of the tax abatement, if any, to be granted to a property owner under Chapter 312. *Secs. 312.204 and 312.206.*

Limitations: Unless extended by the legislature, Chapter 312 expires on September 1, 2009. *Sec. 312.006.* The expiration of Chapter 312 does not affect the validity of a reinvestment zone designated or a tax abatement agreement executed before the expiration of the chapter. The designation of

impact on the authority's tax rate. *Secs. 334.022 – 334.0236.*

Voter approval is required at an election on the proposed project or projects and on the taxing methods to be used to finance the project(s) as well as the tax rate(s) to be imposed. *Sec. 334.024.*

If one or more methods of financing have been approved by the voters, the county or city may order another election on the question of approving the use of revenue derived from one or more of the approved methods to finance a related venue project. The rate of the tax or the method of financing previously authorized by the voters may not be changed. *Sec. 334.0242.¹⁰*

For an approved project, the city or county shall establish a venue project fund with separate accounts within the fund for the various revenue sources. *Sec. 334.042*

Tax rates

Ad valorem tax

Revenue

The voters in a city or county that imposes a hotel occupancy tax may approve the use of property taxes in addition to other taxes to finance a particular venue project. The ballot proposition may provide for either a specific dollar amount or a percentage of tax revenue. *Sec. 334.0241*

Sales and use tax.

The voters may approve a local sales and use tax rate of 1/8, 1/4, 3/8 or 1/2 of one percent. An increase in the rate is also subject to voter approval. *Secs. 334.081 – 334.084.*

¹⁰ A county or city may not use revenue from a hotel occupancy tax for funding a related project under Sec. 334.0242. *Sec. 334.0242(e).*

county hotel occupancy tax prescribed by Tax Code, Chapter 352. *Sec. 334.253 (c)*.¹²

Facility use tax. The voters may approve a facility use tax on each member of a major league team that plays a professional sports game in an approved venue project for which the taxing unit has issued bonds for the project. The tax rate is imposed on each member of the team for each game the member plays at the approved venue. *Secs. 334.302 and 334.303*. The maximum rate of the tax is \$5,000 for each game. If the voters originally approved a tax amount less than the maximum, an increase requires voter approval. *Sec. 334.403*.

Livestock

Facility use tax. The voters may approve a livestock facility use tax on each stall or pen that is used or occupied for a rodeo, livestock show, agricultural exposition, or similar event at a designated facility for which the taxing unit has issued bonds or other obligations. *Sec. 334.403*. The authority to impose the tax applies to a county in which the majority of the population of two or more cities with a population of a least 300,000 are located and to a city for which the majority of the population is located in such a county. *Sec. 334.402*. The tax is imposed on each stall or pen used in the designated facility at a uniform amount not to exceed \$20 for each event. *Sec. 334.404*. An increase in the rate may not be imposed without voter approval. *Sec. 334.405*. The taxing unit may exempt from the tax stalls or pens used at a county junior livestock show. *Sec. 334.406*. The tax is a debt owed to the facility owner or lessee, who must collect and deliver the tax for the benefit of the taxing unit. *Secs. 334.407 and 334.409*.

¹² A county of more than 2 million that is adjacent to a county more than 1 million may impose a tax not to exceed 3%.

SPORTS AND COMMUNITY VENUE DISTRICTS

- Authority:* Local Government Code, Chapter 335.
- Purpose:* To promote economic development through the construction and renovation of facilities intended for use for sporting and other civic and charitable events and infrastructure related to the facilities.
- Applicability:* All counties and cities. *Sec. 335.021.* This chapter authorizes any combination of counties, or cities, or both to create a venue district to perform the duties that a city or county acting alone may perform under Chapter 334. *Sec. 335.021.*

This chapter permits multiple jurisdictions to jointly create a venue district designed to benefit the affected area. Less populous counties and cities for which creation of a venue is not feasible under Chapter 334 may form a district under Chapter 335 to achieve the same results.

- Fund Sources:* The sales and use tax; motor vehicle rental tax; admissions tax; event parking tax; additional hotel occupancy tax; and facility use tax authorized by Chapter 334.

In addition, a political subdivision that creates a venue district may contribute or dedicate to the district all or a part of the political subdivision's sales and use tax revenue from a business operating in an approved venue project, if the political subdivision determines that the venue project will contribute to the economic, cultural, or recreational development of the residents of the political subdivision. *Sec. 335.075.*

- Procedure:* The participating cities and counties create a venue district by adopting concurrent orders. *Sec. 335.022.* The participating entities define the boundaries of the district to be coextensive with the boundaries of each

Collection: The collection duties for the various revenues authorized by Chapter 335 are the same as those prescribed in Chapter 334 for a city or county.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion with possible action to execute a five-year license and support agreement with Hart Intercivic for county voting equipment in order to take advantage of a freeze on rates for the duration of the agreement.

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

PREFERRED MEETING DATE REQUESTED: 09-14-10

AMOUNT REQUIRED: Additional Funds should not be needed

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Joyce A. Cowan

SPONSORED BY: Sumter

SUMMARY: a rate freeze on our support agreement with Hart would avoid a 4% increase for the next five years and would save us almost \$32,000.00.



ADDENDUM TO THE WARRANTY, SUPPORT, AND LICENSE AGREEMENT

This Addendum to the Warranty, Support and License Agreement ("Addendum") is made as of _____, 2010 ("Addendum Effective Date") by and between Hart InterCivic, Inc., a Texas corporation ("Hart"), and _____ ("Client"), a governmental subdivision of the State of _____.

WHEREAS, Hart and Client entered into a Warranty, Support, and License Agreement on or about _____, 20____, (the "Agreement"); and

WHEREAS, Hart and Client desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, Hart and Client hereby agree to amend certain of the provisions of the Agreement as follows:

1) **Definitions.** The following terms shall have the following respective definitions. Capitalized terms not defined in this Addendum shall have the meaning set forth in the Agreement for such term.

- a) "Base Year" means _____.
- b) "Initial Term Commitment Period" means _____ years.
- c) "Revised Termination Date" means _____.
- d) "Second Term Commitment Period" means three (3) years.
- e) "Anniversary Date" means the annual date payment is due.

2) **Initial Term Commitment.** The term of the Agreement shall be extended by the Initial Term Commitment Period such that it now ends on the Revised Termination Date. The Annual Fee for each year of the Initial Term Commitment Period shall be equal to the Annual Fee for the Base Year.

3) **Second Term Commitment.** After the Initial Term Commitment Period, Client may elect to renew for a period equal to the Second Term Commitment Period by sending written notice to Hart. For the Second Term Commitment Period, Hart may increase the Annual Fee one time at the beginning of such period by a maximum of four percent (4%) of the Annual Fee for the Base Year, and such adjusted fee shall apply for the remainder of the Second Term Commitment Period.

4) **Post-Commitment.** After the Initial Term Commitment Period and, if elected by the Client pursuant to Section 3 above, the Second Term Commitment Period, the Agreement may be renewed for subsequent one (1) year renewal terms at Client's discretion pursuant to the renewal provisions set forth in the Agreement. For each such one (1) year period, the Annual Fee may be increased in Hart's discretion subject to any maximum increase limits set forth in the Agreement.

5) **Applicability and Additional Equipment.** This Addendum and the services provided pursuant thereto apply only to the Hart Voting System version 6.x. Notwithstanding the rest of this Addendum, to the extent that Client purchases additional equipment or software during the Revised Term or thereafter, Client's Annual Fee will be increased accordingly pursuant to the Agreement and as mutually agreed upon by and between Client and Hart.



6) **Termination.** In the event that the Agreement is terminated prior to the end of the Revised Term either by Client for any reason other than as a result of Hart's default as defined in the Warranty, Support and License Agreement or as a result of Client non-appropriation of funds or by Hart as a result of Client's breach, Client shall pay to Hart a termination fee equal to the Annual Fee determined in accordance with Section 1 above, multiplied by the number of years remaining in the Revised Term for which the Annual Fee has not yet been paid. In addition, Client shall not be entitled to any refund or credit for Annual Fee payments made prior to such termination. In the event that public funds are not appropriated for the performance of Client's obligations under this contract, then this contract shall automatically expire on the next anniversary date without penalty to Client. Client must provide thirty (30) days written notice to Hart prior to the anniversary date of the non-appropriation of public funds. It is expressly agreed that Client shall not activate this non-appropriation provision for its convenience, substitution for another voting system, voting solution, or election-related services or to circumvent the requirements of this contract in any way, but only as an emergency fiscal measure during a substantial fiscal crisis which affects generally its governmental operations. Upon contract expiration or termination Client shall immediately cease all use of Hart equipment, Hart software or any other component or part of the Hart Voting System.

7) **Representations.** Each party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations to enter into this Addendum and to perform and carry out its obligations hereunder, (ii) the persons executing this Addendum on its behalf have express authority to do so, and, in so doing, to bind the party thereto; and (iii) the execution, delivery, and performance of this Addendum does not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party.

8) **General.** This Addendum supersedes the relevant provisions of the Agreement and any prior amendments thereto. All unaffected provisions of the Agreement are and shall remain valid and binding in accordance with the terms of the Agreement. This Addendum is governed by the laws of the State of Texas without regard to principles of conflict of laws. This Addendum may be executed in multiple counterparts. Facsimile signatures shall be valid and binding. Client is responsible for payment of any taxes related to the license and support fees referenced in this addendum.

IN WITNESS WHEREOF, the parties have entered into this Addendum to the Agreement as of the Addendum Effective Date.

Agreed and Accepted:

Client

Name:
Address:

Primary Phone:
Facsimile:
E-mail:

Hart

Hart InterCivic, Inc.
15500 Wells Port Drive
Austin, Texas 78728
Attn.: Phillip W. Braithwaite

800-223-4278
800-831-1485
pbraithwaite@hartic.com

Executed By: _____

Name:

Title:

Phillip W. Braithwaite
Senior Vice President & General Manager

This Addendum is not effective until executed by both parties.

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 Professional Services Agreement (PSA) with Rogers Design Services for professional engineering services for feasibility study and engineering design of improvements to Elder Hill Road.

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: Not to exceed \$149,954

LINE ITEM NUMBER OF FUNDS REQUIRED: 020-710-00.5448_008 Contract Services-Consultant

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ford

SUMMARY:

Attached as back up, please find key pages in the PSA with Rogers Design Services, including page 2; Section 5 (Compensation); and Exhibit B (Hourly Rates).

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement (PSA) with Rogers Design Services for professional engineering services for feasibility study and engineering design of improvements on Elder Hill Road

PREFERRED MEETING DATE REQUESTED: September 14, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$149,954.00

LINE ITEM NUMBER:020-710-00.5448-008

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: \$130,000 is budgeted for FY2011 which should be sufficient if \$20,000 of the work is completed this year.

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: _____

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Rogers Design Services** (hereinafter "Contractor"), whose primary place of business is located at 7108 Covered Bridge Drive, Austin TX 78736, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective this the 7th day of September, 2010 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

Provide professional services including preliminary planning, surveying, development of plans specifications and estimates, ROW acquisition, environmental document preparation, and bid and construction phase services for proposed improvements to Elder Hill Road.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Jerry Borcharding, P.E.; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties. Exhibit "A" and its subsections shall be executed according to the Work Authorization Protocol cited in Section (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION

The parties agree that the Work shall be completed no later than 730 days after the Effective Date (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the

Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used as a reference only in the event of a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a fee not to exceed \$149,954 for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices by sending payment to Contractor's address stated in Section 8, below. The County shall owe Contractor an additional one percent (1%) per month on any unpaid balance, beginning at the end of the first full month following the County's receipt of said invoice(s) and accruing monthly thereafter.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays

County, Attn: Jerry Borcharding, P.E., P.O. Box 906, San Marcos, Texas 78667; Facsimile - (512)393-7393; Email - Jerry@co.hays.tx.us; .

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at: Rogers Design Services, Attn: Dan Rogers, 7108 Covered Bridge Drive, Austin, Texas 78736; Facsimile - 512-394-9811; Email- DanRogers.RDS@sbcglobal.net.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules,

and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 2, 3, 4, 5, 10, 12, 14, 15, 16, 17, 18, 20, and 21.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a

waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT

Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.


21. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County Texas


Contractor

By: Judge Elizabeth Sumter

By: Laura Rogers

Hays County Judge

Managing Principal

EXHIBIT B				Elmer Hill Road							HAYS COUNTY
				Location: From 0.6 miles to 1.2 miles west of FM 150							
ROGERS DESIGN SERVICES										DATE:	Sept. 07, 2010
PROJECT: Preparation of PS&E											
TASK AND DESCRIPTION	No. Sheets	Hours /Sheet	PROJECT MANAGER HOURS	Hours /Sheet	SENIOR ENGINEER HOURS	Hours /Sheet	SENIOR TECHNICIAN HOURS	Hours /Sheet	CADD TECHNICIAN HOURS	ROW TECH HOURS	TOTAL HOURS
I. PROJECT MANAGEMENT											
1. Coordinate With Hays County			12								12
2. Contract Administration			12								12
3. Coordinate With survey subcontractor					12						12
4. Coordinate With environmental subcontractor					12						12
5. Coordinate With Utility and Utility relocation companies					24						24
											0
											0
SUBTOTAL PROJECT MANAGEMENT			24	0	48	0	0	0	0	0	72
II. PRELIMINARY DESIGN											
1. Develop project geometric design					16		16				32
2. Develop preliminary cross sections					4		16				20
3. Establish proposed ROW					4		4				8
4. Prepare exhibits for public meeting					4		4				8
5. Attend public meeting					4		4				8
					2		0				2
SUBTOTAL PRELIMINARY DESIGN	0				34		44		0		78
III. PS&E DEVELOPMENT											
A. ROADWAY DESIGN											
1. Title Sheet	1			4	4	8	8	4	4		14
1. Typical Sections	1			4	4	8	8	4	4		14
2. Plan and Profile sheets	3			4	12	8	24	4	12		48
3. Horizontal Alignments	1			4	4	12	12	2	2		18
4. Earthwork Cross Sections	12			1	12	5	60		8		72
5. Driveway Layouts (5)	5			4	20	8	40	2	10		70
SUBTOTAL	23				56		148		32		236
B. DRAINAGE DESIGN											
1. Develop Drainage Areas	1			12	12	4	4	2	2		18
2. Determine culvert requirements/ hydraulic calcs					20						20
3. Develop culvert layouts	2			12	24	4	8	2	4		38
SUBTOTAL	3				56		12		6		74
C. EROSION CONTROL / SWSP DESIGN											
1. Develop SWSP sheet	1			4	4	4	4		0		8
2. Develop temporary erosion control plans	3			4	12	8	24	2	8		42
3. Develop permanent erosion control plans	3			4	12	8	24	2	8		42
SUBTOTAL	7				28		52		12		92
D. SIGNING AND PAVEMENT MARKING DESIGN											
1. Develop signing and pavement marking plans	3			4	12	6	18				30
SUBTOTAL	3				12		18		0		30
E. TRAFFIC CONTROL PLAN DESIGN											
1. Develop Advanced Warning Sign sheets	2			4	8	4	8	2	4		20
2. Develop Traffic Control Plan sheets	9			8	72	4	36	2	18		128
SUBTOTAL	11				80		44		22		146
F. MISCELLANEOUS DESIGN											
1. Develop quantities	1			8	8	6	6				14
2. QC/QA review of plans (for 3 submissions)					16		36				52
3. Develop project specifications					16						16
4. Assemble Standards					12		12				24
5. Develop General notes					8						8
SUBTOTAL	1				62		54				116
SUBTOTAL PS&E PLANS	37				250		240		40		530
IV. ROW ACQUISITION SERVICES											
1. Communicate with Landowners										42	42
2. Coordinate with appraisers/review appraisals										42	42
3. Coordinate with legal group										16	16
4. Coordinate with title/closing group										16	16
5. File documents										6	6
SUBTOTAL ROW ACQUISITION					0		0		0	122	122
V. BID PHASE SERVICES											
1. Assemble Project Manual					12		8				20
2. Issue addenda (up to 4)					8		4				12
3. Pre-bid meeting					2						2
4. Answer bidders questions					8						8
5. Tabulate, review and evaluate bids					8						8
SUBTOTAL BID PHASE					38		12		0		50

									HAYS
			Elder Hill Road						COUNTY
								DATE:	Sept. 07, 2010
ROGERS DESIGN SERVICES		Location: From 0.6 miles to 1.2 miles west of FM 150							
PROJECT: Preparation of PS&E									
DIRECT COST - RDS									
Mylar plots	140	Square feet @	\$3.00	per square foot					\$420
Reproduction and Printing	2800	Square feet @	\$0.15	per square foot					\$420
Express Deliveries	15	Deliveries	\$30.00	per delivery					\$450
Auto Mileage	1000	Miles	\$0.505	per mile					\$505
SUBTOTAL : DIRECT COST - RDS									\$1,795
SUBTOTAL : LABOR COST - RDS									\$90,824
TOTAL PROJECT COST - RDS									\$92,619
DIRECT COST - QC/QA REVIEW-RAMSEY ENGINEERING									
50% QC/QA review									\$2,400
90% QC/QA review									\$3,600
SUBTOTAL : DIRECT COST - QC REVIEW									\$6,000
DIRECT COST - SURVEYING SUBCONTRACT WITH PAPE DAWSON									
Deed Sketch									\$1,080
Topographic Survey									\$6,330
Parcel document development (16 parcels at \$2000 each)									\$8,000
Construction staking									\$3,750
Direct Expenses									\$4,810
SUBTOTAL : DIRECT COST - SURVEYING SUBCONTRACT									\$23,970
DIRECT COST - ENVIRONMENTAL SUBCONTRACT WITH WHITENTON GROUP									
Jurisdictional Waters Delineation									\$3,000
Protected Species Habitat Evaluation									\$2,000
Cultural Resource Investigation									\$6,000
SUBTOTAL : DIRECT COST - ENVIRONMENTAL SUBCONTRACT									\$11,000
DIRECT COST - ROW ACQUISITION SUBCONTRACT WITH SHEETS AND CROSFIELD									
Legal services									\$6,000
Title services									\$6,000
Appraisal services									\$4,000
SUBTOTAL : DIRECT COST - ROW ACQUISITION SUBCONTRACT									\$16,000
TOTAL PROJECT EXPENSE - RDS									\$92,619
TOTAL PROJECT EXPENSE - SUBCONTRACTS									\$56,970
TOTAL CONTRACT COST									\$149,589

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 Professional Services Agreement (PSA) with Rogers Design Services for professional engineering services for Mount Gainor Road Phase 2, low water crossing design.

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: Not to exceed \$258,000

LINE ITEM NUMBER OF FUNDS REQUIRED: 020-710-00.5448 Contract Services Consultant

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ford

SUMMARY:

Attached as back up, please find key pages in the PSA with Rogers Design Services, including page 2; Section 5 (Compensation); and Exhibit B (Hourly Rates).

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Rogers Design Services** (hereinafter "Contractor"), whose primary place of business is located at 7108 Covered Bridge Drive, Austin TX 78736, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective this the 7th day of September, 2010 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

Provide professional services including preliminary planning, surveying, development of plans specifications and estimates, ROW acquisition, environmental document preparation, and bid and construction phase services for proposed improvements to Mount Gainor Road and Gatlin Creek Road.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Jerry Borcharding, P.E.; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties. Exhibit "A" and its subsections shall be executed according to the Work Authorization Protocol cited in Section (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION

The parties agree that the Work shall be completed no later than 730 days after the Effective Date (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the

Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used as a reference only in the event of a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a fee not to exceed \$258,000 for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices by sending payment to Contractor's address stated in Section 8, below. The County shall owe Contractor an additional one percent (1%) per month on any unpaid balance, beginning at the end of the first full month following the County's receipt of said invoice(s) and accruing monthly thereafter.

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays

County, Attn: Jerry Borcharding, P.E., P.O. Box 906, San Marcos, Texas 78667; Facsimile - (512)393-7393; Email - Jerry@co.hays.tx.us; .

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at: Rogers Design Services, Attn: Dan Rogers, 7108 Covered Bridge Drive, Austin, Texas 78736; Facsimile - 512-394-9811; Email- DanRogers.RDS@sbcglobal.net.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules,

and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 2, 3, 4, 5, 10, 12, 14, 15, 16, 17, 18, 20, and 21.

13. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a

waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT

Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.


21. ENTIRE AGREEMENT; AMENDMENT

This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County Texas


Contractor

By: Judge Elizabeth Sumter

By: Laura Rogers

Hays County Judge

Managing Principal

EXHIBIT B			MOUNT GAINOR RD								HAYS COUNTY
ROGERS DESIGN SERVICES			Location: Purkey RD and two Onion Creek Crossings								
PROJECT: Preparation of PS&E											DATE: Sept. 7, 2010
TASK AND DESCRIPTION	No. Sheets	Hours /Sheet	PROJECT MANAGER HOURS	Hours /Sheet	SENIOR ENGINEER	Hours /Sheet	SENIOR TECHNICIAN	Hours /Sheet	CADD TECHNICIAN	ROW TECH	TOTAL HOURS
I. PROJECT MANAGEMENT											
1. Coordinate With Hays County			18								18
2. Contract Administration			18								18
3. Coordinate With FEMA Floodplain Administrator					24						24
4. Coordinate Corps Of Engineers					24						24
5. Coordinate With Utility and Utility relocation companies					24						24
											0
											0
SUBTOTAL PROJECT MANAGEMENT			36	0	72	0	0	0	0	0	108
II. PRELIMINARY DESIGN											
1. Develop project geometric design					8		8				16
2. Develop preliminary cross sections					4		16				20
3. Establish proposed ROW					4		4				8
4. Prepare exhibits for public meeting					4		4				8
5. Attend public meeting					4		4				8
					2		0				2
SUBTOTAL PRELIMINARY DESIGN	0				26		36		0		62
III. PS&E DEVELOPMENT											
A. ROADWAY DESIGN											
1. T&E Sheet	1			3	3	6	6	4	4		13
1. Typical Sections	2			3	6	6	12	4	8		28
2. Plan and Profile sheets	6			3	18	6	48	4	24		90
3. Horizontal Alignments	2			3	6	12	24	2	4		34
4. Earthwork Cross Sections	22			1	22	4	88		0		110
5. Driveway Layouts (5)	8			3	24	8	64	2	16		104
SUBTOTAL	41				75		242		56		377
B. DRAINAGE DESIGN											
1. Develop Drainage Areas	3			12	36	4	12	2	6		54
2. Determine culvert requirements/ hydraulic calcs					20						20
3. Develop low water crossing/culvert layouts	2			12	24	4	8	2	4		38
SUBTOTAL	5				60		20		10		110
C. HYDRAULIC DESIGN											
1. Develop Onion Creek model and revise to reflect LWC x1					80						80
2. Develop Onion Creek model and revise to reflect LWC x2					80						80
3. FEMA floodplain coordination					30						30
4. USACE coordination					40						40
SUBTOTAL					230		0		0		270
D. EROSION CONTROL / SWSP DESIGN											
1. Develop SWSP sheet	1			3	3	4	4		0		7
2. Develop temporary erosion control plans	6			3	18	6	48	2	12		78
3. Develop permanent erosion control plans	6			3	18	6	48	2	12		78
SUBTOTAL	13				39		100		24		163
E. SIGNING AND PAVEMENT MARKING DESIGN											
1. Develop signing and pavement marking plans	6			3	18	6	36				54
SUBTOTAL	6				18		36		0		54
F. TRAFFIC CONTROL PLAN DESIGN											
1. Develop Advanced Warning Sign sheets	3			3	9	4	12	2	6		27
2. Develop Traffic Control Plan sheets	12			7	84	4	48	2	24		156
SUBTOTAL	15				93		60		30		183
G. MISCELLANEOUS DESIGN											
1. Develop quantities	3			7	21	6	18				39
2. QC/QA review of plans (for 3 submissions)					36		36				72
3. Develop project specifications					16						16
4. Assemble Standards					12		12				24
5. Develop General notes					6						6
SUBTOTAL	3				95		66				161
SUBTOTAL PS&E PLANS	83				634		524		120		1,278
IV. ROW ACQUISITION SERVICES											
1. Communicate with Landowners									36		36
2. Coordinate with appraisers/review appraisals									36		36
3. Coordinate with legal group									16		16
4. Coordinate with title/closing group									16		16
5. File documents									8		8
SUBTOTAL ROW ACQUISITION					0		0		0	110	110

EXHIBIT B		MOUNT GAINOR RD								HAYS COUNTY	
		Location: Pursley RD and two Onion Creek Crossings									
ROGERS DESIGN SERVICES										DATE: Sept 7, 2010	
PROJECT: Preparation of PS&E											
TASK AND DESCRIPTION	No Sheets	Hours /Sheet	PROJECT MANAGER HOURS	Hours /Sheet	SENIOR ENGINEER /Sheet	Hours /Sheet	SENIOR TECHNICIAN HOURS	Hours /Sheet	CADD TECHNICIAN HOURS	ROW TECH HOURS	TOTAL HOURS
V. BID PHASE SERVICES											
1. Assemble Project Manual					10		8				18
2. Issue addenda (up to 4)					8		4				12
3. Pre-bid meeting					2						2
4. Answer Bidders questions					6						6
5. TakeAsos, review and evaluate bids					8						8
SUBTOTAL BID PHASE					34		12		0		46
VI. CONSTRUCTION PHASE SERVICES											
1. Pre-construction meeting					2						2
2. Shop Drawing review					20						20
3. Site visits (up to 12)					12						12
4. Respond to RFIs					24						24
5. Assemble as-built plans					8		8				16
SUBTOTAL CONSTRUCTION PHASE					66		8		0		74
PROJECT TOTAL			36		802		580		120	110	1,678

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 Change Order #2 to the construction contract with Lowden Excavating, Inc. in the amount of \$440.00 for the Five Mile Dam Park - Phase 2 (Irrigation) project.

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: \$440.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 147-757-97-041.5611

REQUESTED BY: Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

On August 11, 2009 Hays County awarded the bid (#2009-B17) for Five Mile Dam Park, Phase 2 (Irrigation) construction to Lowden Excavating, Inc., in the amount of \$155,828.45. Change Order #1, approved by the Commissioners Court on February 9, 2010, increased the contract amount to \$194,345.25.

The current Change Order (#2) is necessary to move the irrigation controller pedestals (2) to a location within the fenced enclosure near the concessions building to both elevate these above the flood plain and to help prevent vandalism to these units. The Change Order is for \$440.00, increasing the total contract amount to \$194,785.25. This amount is just below the 25% cap on additional work that can be applied to this contract per County purchasing requirements.

Funding is provided by the City of San Marcos for Phase II construction at Five Mile Dam Park, and the City has approved this Change Order.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to execute Change Order #2 to the construction contract with Lowden Excavating, Inc. in the amount of \$440.00 for the Five Mile Dam Park - Phase 2 (Irrigation) project.

PREFERRED MEETING DATE REQUESTED: September 14, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$440.00

LINE ITEM NUMBER:147-757-97-041.5611

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

CHANGE ORDER # 12
CITY OF SAN MARCOS, TEXAS
HAYS COUNTY
Bid #2009-B16

PROJECT: Five Mile Dam Phase 2 (Irrigation)

CONTRACTOR:

ORIGINAL CONTRACT DATE: 10/27/09

CHANGE ORDER DATE:

WORK TO BE ADDED TO OR DELETED FROM SCOPE OF SERVICES

1.) Control Panel Relocation

The original contract sum was:

\$ 155,828.45

Net amount of previous change orders:

\$ 38,516.80

Total amount of this change order:

\$ 440.00

Revised contract amount:

\$ 194,785.25

Previous contract time of completion (substantial/final)

180 Days

Net increase/decrease in contract time of completion

 Days

Revised contract time of completion (substantial/final)

 Days

Recommended by:

Engineer:

by:

Charles Mabry, Land Design Partners

Date: 8/31/10

Requested by:


Contractor: LOWDEN EXCAVATING, INC.

by: Lanette Lowden
Printed Name, ~~Project Manager~~ Vice President

Date: AUGUST 23, 2010

Approved by:

City of San Marcos:

by: Jimmy Venable 
Jimmy Venable, San Marcos Parks

Date: 9-3-10

Approved by:

Hays County, TX:

by: _____
Elizabeth Sumter, County Judge

Date: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

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

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: No match required

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Tibbe/Hauff

SPONSORED BY: Sumter

SUMMARY: On June 29, 2010 the Commissioners' Court authorized submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance (BJA) under the FY10 Edward Byrne Memorial Justice Assistance Grants program in the amount of \$12,342 for equipment and training for the District Attorney's Office. The equipment and training will enhance the Department in areas including prosecution and investigations. No matching funds are required for this grant.



Department of Justice
Office of Justice Programs

Bureau of Justice Assistance

Office of Justice Programs

Washington, D.C. 20531

August 26, 2010

The Honorable Elizabeth Sumter
Hays County
102 North LBJ Suite 302
San Marcos, TX 78666

Dear Judge Sumter:

On behalf of Attorney General Eric Holder, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 10 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation in the amount of \$12,342 for Hays County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Carrie Booth, Program Manager at (202) 305-7426; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

James H. Burch II
Acting Director

Enclosures



Department of Justice
Office of Justice Programs
Office for Civil Rights

Washington, D.C. 20531

August 26, 2010

The Honorable Elizabeth Sumter
Hays County
102 North LBJ Suite 302
San Marcos, TX 78666

Dear Judge Sumter:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of Federal funding to compliance with Federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice is responsible for ensuring that recipients of financial aid from OJP, its component offices and bureaus, the Office on Violence Against Women (OVW), and the Office of Community Oriented Policing Services (COPS) comply with applicable Federal civil rights statutes and regulations. We at OCR are available to help you and your organization meet the civil rights requirements that come with Justice Department funding.

Ensuring Access to Federally Assisted Programs

As you know, Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at <http://www.lep.gov>.

Ensuring Equal Treatment for Faith-Based Organizations

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, requires State Administering Agencies to treat these organizations the same as any other applicant or recipient. The regulation prohibits State Administering Agencies from making award or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see OCR's website at <http://www.ojp.usdoj.gov/ocr/etfbo.htm>.

State Administering Agencies and faith-based organizations should also note that the Safe Streets Act, as amended; the Victims of Crime Act, as amended; and the Juvenile Justice and Delinquency Prevention Act, as amended, contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the Justice Department has concluded that the Religious Freedom Restoration Act (RFRA) is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive DOJ funds and to continue considering religion when hiring staff, even if the statute that authorizes the funding program generally forbids considering of religion in employment decisions by grantees.

Questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment may be directed to this Office.

Enforcing Civil Rights Laws

All recipients of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal employment opportunity standards.

Complying with the Safe Streets Act or Program Requirements

In addition to these general prohibitions, an organization which is a recipient of financial assistance subject to the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, 42 U.S.C. § 3789d(c), or other Federal grant program requirements, must meet two additional requirements: (1) complying with Federal regulations pertaining to the development of an Equal Employment Opportunity Plan (EEO), 28 C.F.R. § 42.301-308, and (2) submitting to OCR Findings of Discrimination (see 28 C.F.R. §§ 42.205(5) or 31.202(5)).

1) Meeting the EEO Requirement

In accordance with Federal regulations, Assurance No. 6 in the Standard Assurances, COPS Assurance No. 8.B, or certain Federal grant program requirements, your organization must comply with the following EEO reporting requirements:

If your organization has received an award for \$500,000 or more and has 50 or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare an EEO and submit it to OCR for review within 60 days from the date of this letter. For assistance in developing an EEO, please consult OCR's website at <http://www.ojp.usdoj.gov/ocr/eoep.htm>. You may also request technical assistance from an EEO specialist at OCR by dialing (202) 616-3208.

If your organization received an award between \$25,000 and \$500,000 and has 50 or more employees, your organization still has to prepare an EEO, but it does not have to submit the EEO to OCR for review. Instead, your organization has to maintain the EEO on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eoep.htm>.

If your organization received an award for less than \$25,000; or if your organization has less than 50 employees, regardless of the amount of the award; or if your organization is a medical institution, educational institution, nonprofit organization or Indian tribe, then your organization is exempt from the EEO requirement. However, your organization must complete Section A of the Certification Form and return it to OCR. The Certification Form can be found at <http://www.ojp.usdoj.gov/ocr/eoep.htm>.

2) Submitting Findings of Discrimination

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the ground of race, color, religion, national origin, or sex, your organization must submit a copy of the finding to OCR for review.

Ensuring the Compliance of Subrecipients

If your organization makes subawards to other agencies, you are responsible for assuring that subrecipients also comply with all of the applicable Federal civil rights laws, including the requirements pertaining to developing and submitting an EEO, reporting Findings of Discrimination, and providing language services to LEP persons. State agencies that make subawards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

If we can assist you in any way in fulfilling your civil rights responsibilities as a recipient of Federal funding, please call OCR at (202) 307-0690 or visit our website at <http://www.ojp.usdoj.gov/ocr/>.

Sincerely,



Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 3

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

Heys County
102 North LBJ Suite 302
San Marcos, TX 78666

4. AWARD NUMBER: 2010-DJ-BX-1321

5. PROJECT PERIOD: FROM 10/01/2009 TO 09/30/2013

BUDGET PERIOD: FROM 10/01/2009 TO 09/30/2013

6. AWARD DATE 08/26/2010

7. ACTION

8. SUPPLEMENT NUMBER
00

Initial

1A. GRANTEE IRS/VENDOR NO.
746002241

9. PREVIOUS AWARD AMOUNT \$ 0

3. PROJECT TITLE

Trial Prosecution Enhancement Project and Mobile Radio Units

10. AMOUNT OF THIS AWARD \$ 12,342

11. TOTAL AWARD \$ 12,342

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY10 (BJA - JAG) 42 USC 3750, et seq.

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

James H. Burch II
Acting Director

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Elizabeth Sumter
Judge

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	OFC.	DIV. REQ.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		12342

21. JDJUGT2083

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 2 OF 5

PROJECT NUMBER 2010-DJ-BX-1321

AWARD DATE 08/26/2010

SPECIAL CONDITIONS

1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide.
2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.
3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide, Chapter 19.
4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP.
5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by -

mail:

Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

e-mail: oig.hotline@usdoj.gov

hotline: (contact information in English and Spanish): (800) 869-4499

or hotline fax: (202) 616-9881

Additional information is available from the DOJ OIG website at www.usdoj.gov/oig.

6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

PAGE 3 OF 5

PROJECT NUMBER 2010-DJ-BX-1321

AWARD DATE 08/26/2010

SPECIAL CONDITIONS

8. To support public safety and justice information sharing, OJP requires the grantee to use the National Information Exchange Model (NIEM) specifications and guidelines for this particular grant. Grantee shall publish and make available without restriction all schemas generated as a result of this grant to the component registry as specified in the guidelines. For more information on compliance with this special condition, visit <http://www.niem.gov/implementationguide.php>.
9. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdiction, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.
10. The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See http://www.ojp.gov/about/ocr/equal_fbo.htm.
11. The recipient acknowledges that all programs funded through subawards, whether at the state or local levels, must conform to the grant program requirements as stated in BJA program guidance.
12. The recipient agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.
13. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <http://www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046>.
14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

AWARD CONTINUATION
SHEET
Grant

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PROJECT NUMBER 2010-DJ-BX-1321

AWARD DATE 08/26/2010

SPECIAL CONDITIONS

16. The grantee agrees to assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these grant funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the grant, the grantee agrees to contact BJA.

The grantee understands that this special condition applies to its following new activities whether or not they are being specifically funded with these grant funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party and the activity needs to be undertaken in order to use these grant funds, this special condition must first be met. The activities covered by this special condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Special Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these grant funds, the grantee, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

17. The recipient is required to establish a trust fund account. (The trust fund may or may not be an interest-bearing account.) The fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Bureau of Justice Assistance no later than 90 days after the end of the grant period, along with the final submission of the Federal Financial Report (SF-425).
18. The recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

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PROJECT NUMBER 2010-DJ-BX-1321

AWARD DATE 08/26/2010

SPECIAL CONDITIONS

19. Award recipients must submit quarterly a Federal Financial Report (SF-425) and annual performance reports through GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA), P.L. 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. Therefore, quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.
20. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
21. The grantee agrees that within 120 days of award acceptance, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).
22. The recipient agrees expeditiously to obtain active registration with the Central Contractor Registration (CCR) database, and to notify the program office in writing of its registration. Following satisfaction of this requirement, a Grant Adjustment Notice will be issued to remove this special condition.
23. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for Hays County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Grant

PROJECT NUMBER

2010-DJ-BX-1321

PAGE 1 OF 1

This project is supported under FY10 (BJA - JAG) 42 USC 3750, et seq.

1. STAFF CONTACT (Name & telephone number)

Carrie Booth
(202) 305-7426

2. PROJECT DIRECTOR (Name, address & telephone number)

Jeff Hauff
Grant Administrator
111 E. San Antonio St., 303
San Marcos, TX 78666-5534
(512) 393-2209

3a. TITLE OF THE PROGRAM

FY 2010 Justice Assistance Grant Program

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

Trial Prosecution Enhancement Project and Mobile Radio Units

5. NAME & ADDRESS OF GRANTEE

Hays County
102 North LBJ Suite 302
San Marcos, TX 78666

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2009 TO: 09/30/2013

8. BUDGET PERIOD

FROM: 10/01/2009 TO: 09/30/2013

9. AMOUNT OF AWARD

\$ 12,342

10. DATE OF AWARD

08/26/2010

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following purpose areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation).

The county of Hays will use the Fiscal Year 2010 JAG award to improve the collection and presentation of physical evidence in the courtroom for criminal prosecutions. The three areas targeted to assist prosecution include technology, training, and communications. The technology upgrades and mobile radio units will

OJP FORM 4000/2 (REV. 4-88)

help provide the necessary equipment to increase the rate of convictions in Hays County. The Trialfusion technology system is a simple and cost effective way to enter, select, store, edit, and inventory photographs and other visual aids that are essential during a jury trial. The software involves photographs and exhibits that are crucial evidence when prosecuting family violence, drug, and child protective cases. The investigators will be able to use the fingerprint comparison viewer during the trial to show previous convictions of the defendant. Training will be used to target the changing trends in forensic evidence collection, evaluation, and utilization. Two 900 MHz Mobile Radios units will be purchased for the District Attorney's Office. Current radios are being upgraded to maintain communication with other investigators and Law Enforcement Officers. Law enforcement personnel rely on the communication system to transmit information pertaining to witnesses and/or suspects that are essential to the trial cases.

NCA/NCF

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute an agreement for Vending Machine services with Best Vending & Coffee, Co.

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

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka

SPONSORED BY: Sumter

SUMMARY: See attached agreement

Best VENDING & COFFEE SERVICE

Don't Settle For Less, Go With The Best!

LOAN TO: County of Hays DATE: _____
ADDRESS: 111 E San Antonio Street, suite 100
CITY: San Marcos STATE: TEXAS ZIP: TEXAS 78666
PERSON TO CONTACT Andrea Sold
TELEPHONE: 393-2271 FAX: 393-2276

EQUIPMENT: _____ MODEL: _____ SERIAL# _____ KEY _____

Location: Courthouse, Justice Center, Record Bldg,
Sheriff Office, Jail, Pct 4 office, Civic Center, etc.

SPECIAL INSTRUCTIONS: _____

CUSTOMER APPROVED BY: _____ TITLE County Judge

BEST VENDING APPROVED BY: RAY WEST TITLE _____ Owner

The term of this agreement will be for 2 years from the date above. If a persistent problem arises customer must provide Best Vending 30 days to correct the problem. If problem is not corrected by then, customer must give 30 days written notice of termination of services.

Best Vending & Coffee Company reserves the right to cancel this agreement with a 30 day written notice if the account is not profitable.

All vending equipment furnished remains the property of Best Vending & Coffee Company and customer is responsible for this equipment while in their care, custody and control. Customer will be billed for the value of any equipment not returned upon termination of service.

Best Vending & Coffee Company is not responsible for damage to customer's property caused by rocking or tipping of the machines or other vandalism.

AUSTIN
512-990-5060
FAX 512 252-9802

E-MAIL: raywest@bestvendingservices.com
15605 TACON LANE PFLUGERVILLE, TEXAS

SAN ANTONIO
210-590-3498
21-590-3493

	Commissions			Commissions	
	13%	15%		13%	15%
Gum & Mints			Chips		
All Gum & Mints	\$0.60	\$0.65	Small Bag Chips	\$0.70	\$0.75
			Large Bag Chips	\$0.90	\$0.95
Candy			Juices		
All Candy	\$1.00	\$1.10	12 oz. Cans	\$1.60	\$1.75
			16 oz. Bottles	\$1.85	\$2.00
Crackers			Water		
Peanut/Butter/Cheese Crackers	\$0.70	\$0.75	12 oz. Bottles	\$0.75	\$0.80
Toasty Peanut/Butter Crackers	\$0.70	\$0.75	20 oz. Bottles	\$1.25	\$1.35
Snack Items			Cookies & Misc.		
Granola Bars	\$0.80	\$0.85	Famous Amos	\$0.80	\$0.85
Breakfast Bars	\$0.80	\$0.85	Animal	\$0.80	\$0.85
Beef Stixs	\$0.80	\$0.85	Nutter Butter	\$0.80	\$0.85
Cornnuts	\$0.80	\$0.85	Chex Mix	\$0.80	\$0.85
Peanuts	\$0.80	\$0.85	Gardettos	\$0.80	\$0.85
Sleeve Cookies	\$0.80	\$0.85			
Small Nuts (Trail, Sunflower)	\$0.80	\$0.85			
Pastries			Drinks		
Honey Buns--White Donuts	\$1.00	\$1.10	Can Sodas	\$0.75	\$0.80
Micro Popcorn	\$1.00	\$1.10	Bottle Sodas	\$1.35	\$1.50
Lg. Rice Krispy Treats	\$1.10	\$1.25	Bottle Power Drinks	\$1.75	\$1.85
Fresh Pastries	\$1.10	\$1.25	Can Gatorade	\$1.25	\$1.35
Lg. Grandmas/ Bag Cookies	\$1.10	\$1.25			
Poptarts	\$1.10	\$1.25			

Best Vending & Coffee Company is proposing two price and commission quotes for you to choose from.

If you want a one year contract, we can guarantee these prices for one year. If you decide on a multiple year contract, Best Vending & Coffee Company reserves the option to renegotiate the pricing and commission schedules on each anniversary date.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to amend the Agreement between Hays County and Halff and Associates to allow for addition surveys and related work associated with the McGregor Lane project in Precinct 4.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: Not to Exceed \$5,0000

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FORD

SPONSORED BY: FORD

SUMMARY:

When the McGregor Lane bridge project was initially planned, it was believed that the County had received dedication of the existing roadway and ROW. That belief led Halff and Associates to perform survey work only in the area where additional ROW needed to be required. Further research now indicates that use of this portion of McGregor is prescriptive (the validity of which remains partially disputed by landowners). It is counsel's opinion that the County should also acquire fee title to the existing roadway and ROW. To do this, additional survey work and due diligence must be performed by Halff and Associates. They have indicated that they can do so for a fee not to exceed \$4,500 (see attached email). This item is posted for \$5,000, just to provide for any contingencies that might occur.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to amend the Agreement between Hays County and Halff and Associates to allow for addition surveys and related work associated with the McGregor Lane project in Precinct 4.

PREFERRED MEETING DATE REQUESTED: September 14, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$5,0000

LINE ITEM NUMBER: 020-710-00.5386

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: _____

fromBertram, Shawn <sbertram@halff.com>
toKaren Ford <karen.ford@co.hays.tx.us>

ccJerry Borcharding <jerry@co.hays.tx.us>,
Michele Walters <michele.walters@co.hays.tx.us>,
Mark Kennedy <mark.kennedy@co.hays.tx.us>

dateTue, Aug 24, 2010 at 3:40 PM
subjectRE: McGregor decision

Commissioner,

After talking with Mark today, we can provide the additional metes and bounds documents for the ROW to be dedicated. Below is the breakdown of research with metes and bounds costs. This is based on one day of research and providing two (2) metes and bounds documents for ROW dedication. As discussed with Mark, it appears as though the Bleakley's would be the only ones with a potential claim and therefore the metes and bounds would be split between Mark Bleakley and Ann Williams.

\$1,500 (Research)
\$3,000 (Two Metes and Bounds)
\$4,500 Total

Please let me know if I should proceed with an official scope and fee. Thanks.

Shawn
512-252-8184

**STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT EFFECTIVE THE LATEST DATE OF EXECUTION AS PROVIDED BELOW BETWEEN
HAYS COUNTY (CLIENT), AND HALFF ASSOCIATES, INC. (ENGINEER).

I. SCOPE

Halff Associates, Inc. (hereinafter "Engineer") agrees to perform the services described in the attached Scope of Services, Attachment A, which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by Hays County, Texas (hereinafter "Client"), shall constitute a binding Agreement on both parties.

II. COMPENSATION

Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the parties that receipt of payment(s) by Engineer from Client is in no way contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses will be billed at actual cost and subcontracted services and costs will be billed at actual cost plus a service charge of 10 percent. Mileage incurred will be billed at current IRS rates.

III. RESPONSIBILITY

Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Engineer shall follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Engineer shall not be required to provide any certification, assignment or warranty of its work but, upon request and for a separate fee, Engineer may provide written statements regarding its services under this Agreement. Such statements shall be in a form acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV. SCOPE OF CLIENT SERVICES

Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

V. OWNERSHIP OF DOCUMENTS

Upon Engineer's completion of services and receipt of payment

in full, Engineer grants to Client an exclusive license to all drawings, instruments and data produced in connection with Engineer's performance of the work under this Agreement. Said drawings, instruments and data may be copied, duplicated, reproduced, used and disclosed by Client for any purposes Client deems appropriate in connection with the work under this Agreement. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Any reuse by Client, or by those who obtain said information from Client, without written verification or adaptation by Engineer will be at Client's sole risk and without liability or legal exposure to Engineer, Engineer's subconsultants or independent associates. Client shall indemnify Engineer, Engineer's subconsultants and independent associates for all damage, liability or cost arising therefrom. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VI. INDEMNIFICATION

Engineer agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by a negligent act or omission or willful misconduct of Engineer, Engineer's subconsultants or those for whom Engineer is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred, and under no circumstances shall any such claim be initiated by either party, after three (3) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used. Nothing in this paragraph shall be construed as a waiver of Client's right to assert Sovereign Immunity or any related defense, claim, or counterclaim in response to any future claim against Client.

Client acknowledges Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend, and hold Engineer harmless (including attorneys' fees) from any and

HALFF ASSOCIATES, INC.

General Terms and Conditions (continued)

all losses, damages, claims, or actions brought by any third party or employee of Client against Engineer or Engineer's employees, agents, officers or directors, in any way arising out of the presence of hazardous materials that were acquired in furtherance of the Scope of Services detailed in this Agreement or the presence of hazardous materials at the site(s) where the Scope of Services is performed by Engineer, except for claims shown by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer. Nothing in this paragraph shall be construed as an indemnification by Client of the manufacturer, producer, or developer of the hazardous material referred to in this paragraph.

VII. INSURANCE

Engineer shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance.

VIII. SUBCONTRACTS

Engineer shall be entitled, to the extent determined appropriate by Engineer, to subcontract any portion of the work described in the Scope of Services.

IX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Neither this Agreement, nor any claims, rights, obligations or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other party.

X. INTEGRATION

These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of Client and Engineer as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

XI. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Engineer's office performing the majority of the work described in the Scope of Services is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Exclusive venue shall lie in the county in which the Engineer's office performing the majority of the work described in the Scope of Services is located.

XII. SUSPENSION OF SERVICES

- A. If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs. In addition, there shall be an equitable adjustment in

the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work.

- B. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

XIII. TERMINATION OF WORK

Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party thirty (30) calendar days prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if the purpose or result is performance of all or part of Engineer's services under this Agreement by Client or by another service provider. The Client shall within ten (10) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

XIV. TAXES

The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes which are promulgated following execution of this Agreement. Client agrees to reimburse Engineer and its subconsultants for the taxes paid by Engineer and its subconsultants in accordance with the laws and regulations of the applicable taxing authorities.

XV. ALTERNATIVE DISPUTE RESOLUTION

Any conflicts that arise during the work described by this Agreement or following the completion thereof shall be submitted to nonbinding mediation unless the parties agree otherwise. The parties further agree to require all independent contractors and consultants retained in connection with this Agreement to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators.

XVI. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVII. TIMELINESS OF PERFORMANCE

The Engineer will perform its services with due and reasonable diligence consistent with sound professional practices.

XVIII. WAIVER

Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

HALFF ASSOCIATES, INC.

General Terms and Conditions (continued)

APPROVED:

Engineer: HALFF ASSOCIATES, INC.

Signature: *Michael A. Moya*

Typed or Printed Name: Michael A. Moya, P.E., CFM

Title: Vice President

Date: January 21, 2009

APPROVED:

Client: HAYS COUNTY

Signature: *[Signature]*

Typed or Printed Name: Elizabeth "Liz" Sumter

Title: Hays County Judge

Date: 01-23-2009

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to determine whether Attorneys I, II, and III for the District Attorney's Office qualify for the one-time employee bonus paid out of the FY2010 budget.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: TBD

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: BAEN/KENNEDY

SPONSORED BY: INGALSBE

SUMMARY:

Payment of the 1-time bonus was made to most Hays County employees last week. Attorneys I, II, and III were not included in the 1-time payment, but Court commentary indicates that this 1-time payment represents a COLA and not Merit. Court commentary also indicated that the Court wished to make the 1-time payment to employees who did not benefit from a raise since the market was reassessed in FY 2008. If the payment represents a COLA, then it seems that all Attorneys I, II, and III should also be receiving the 1-time payment. If, on the other hand, the payment should ONLY be received by employees who did not experience an increase in pay last fiscal year, then all but 4 of the Attorneys I, II, and III should be receiving the 1-time payment.

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 approve the purchase of one, crew cab, Chevrolet Silverado pick-up truck for the Resource Protection, Transportation and Planning Department/Transportation Division from the state bid and to amend the budget accordingly.

CIRCLE ONE ACTION ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: \$21,776.00

LINE ITEM NUMBER OF FUNDS REQUIRED: \$11,016.70 from 020-710-00.5714 (Heavy Equipment) to 020-710-00.5713 (Vehicles) and \$10,760.00 from 020-710-5021 (Staff Salaries) to 020-710-00.5713 (Vehicles) totaling \$21,776.00

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ingalsbe

SUMMARY:

This pick-up truck will be used by the county-wide reconstruction crew to supplement the increased number of personnel assigned to that crew over the past year. Savings are available from Heavy Equipment and Staff Salaries.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to approve the purchase of one, crew cab, Chevrolet Silverado pick-up truck for the Resource Protection, Transportation and Planning Department/Transportation Division from the state bid and to amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: September 14, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$21,776.00

LINE ITEM NUMBER: \$11,016.70 from 020-710-00.5714 (Heavy Equipment) to 020-710-00.5713 (Vehicles) and \$10,760.00 from 020-710-5021 (Staff Salaries) to 020-710-00.5713 (Vehicles) totaling \$21,776.00

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: If we can wait three weeks for the new fiscal year to order the truck we can save the \$600 HGAC fee by placing this purchase with other vehicles being purchased in FY11. These funds can be rolled over into FY 11 for the purchase.

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: _____



CONTRACT PRICING WORKSHEET

For Standard Equipment Purchases

Contract
No.:

VE03-06

Date
Prepared:

8/31/2010

*This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.*

Buying Agency:	HAYS COUNTY	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	CINDY MAIORKA	Prepared By:	AVERYT KNAPP
Phone:	512-393-2273	Phone:	979-567-6116
Fax:	512-393-2276	Fax:	979-567-0853
Email:	CINDYM@CO.HAYS.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A27	Description:	2011 CHEVROLET 1500 SILVERADO CREWCAB CC10543
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract:	26,456.00
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B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AUTOMATIC/AIR CONDITION/AM-FM/TILT	INCL		
FULL FOUR DOOR CREWCAB	INCL		
40-20-40 VINYL SEATS/FULL RUBBER FLOOR	INCL		
COLOR ?			
		Subtotal From Additional Sheet(s):	
		Subtotal B:	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6800#GVWR/4.8LV8	-5475		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	-5475

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: -21%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	195		
EXTERIOR COLOR WHITE	INCL		
		Subtotal D:	195

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 21176

Quantity Ordered:	1	X Subtotal of A + B + C + D:	21176	-	Subtotal E:	21176
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F. H-GAC Fee Calculation (From Current Fee Tables)	Subtotal F:	600
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G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date:	90 DAYS APPX	H. Total Purchase Price (E+F+G):	21176
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Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every 2nd and 4th Tuesday

Request forms are due in the County Judge's office

no later than 12:00 noon on the Wednesday following the Commissioners' Court meeting.

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

AGENDA ITEM: Approve payment of invoice to Lawson Products.

Consent, Action, Executive Session, Etc.

MEETING DATE REQUESTED: 9-14-10

REQUESTED BY: Brett Littlejohn

FUNDS REQUIRED: \$446.17 from Line Item 00-99-017-5208

SUMMARY: Approve payment of invoice to Lawson Products in the amount of \$446.17.

AGENDA ITEM – APPROVED BY:

COUNTY JUDGE

•

COUNTY AUDITOR

•

COMMISSIONER PCT. 1

•

COMMISSIONER PCT. 2

•

COMMISSIONER PCT. 3

•

COMMISSIONER PCT. 4

•

ACTION TAKEN / ACTION REQUIRED:

**LAWSON Products**Des Plaines, IL - Corporate Headquarters
Addison, IL • Vernon Hills, IL • Fairfield, NJ
Reno, NV • Suwanee, GA • Mississauga, ONTwww.lawsonproducts.com

ORIGINAL INVOICE

PAGE 1

JWU809

SHIPPED
TO:HAYS COUNTY JUVENILE
CENTER
2250 CLOVIS BARKER RD
SAN MARCOS TX 78666ACCOUNT NO.
0332369 54488INVOICE NO.
9474482INVOICE DATE
08/05/2010 HAYSCO 001SOLD
TO:HAYS COUNTY JUVENILE
CENTER
2250 CLOVIS BARKER RD
SAN MARCOS TX 78666**PLEASE RETURN REMITTANCE
STUB WITH YOUR PAYMENT**P.O. BOX 809401
CHICAGO IL 60680-9401

DUNS NO. 00-543-8890

0105

FED. I.D. #80-0496603

GSA # GS-06F-0027L

CARRIER	CUSTOMER ORDER NO./BUYERS NAME	SALES AGENT	DATE SHIPPED	OUR ORDER NO.
UPSG	SUSANNA CISNEROS	ROB MILLER	08/05/2010	JWU809

ITEM NUMBER *	DESCRIPTION	PRICE	UNIT	ORDERED	SHIPPED	AMOUNT
DD 1435	* BUYER: Susanna Cisneros					
DL 4320	DISPENSER NEPT NOW IHS	27.26	EA	2	2	N/C
DL 2990 04	SANITZR FOAM NEPT NOW IHS	49.97	GA	8	8	218.08
	FRT. CHRGS.			4	4	199.88
						28.21
***** Please note our new remittance address and new Fed ID# *****						
<div style="position: relative; height: 100px;"> AUG 24 (4) AUG 10 '10 CJC </div>						
4.18 < CASH DISCOUNT IF YOU PAY THIS INVOICE BY > 08/25/2010 EXCLUDING CREDIT CARDS		SALES OR USE TAX		OTHER		TOTAL AMOUNT
TERMS: 1% TEN DAYS - NET 30 DAYS * N/C - NO CHARGE B/O - BACK ORDERED C/D - CANCELLED						446.17

DETACH
 RETURN LOWER PORTION

SOLD TO	ACCOUNT NUMBER	INVOICE #	INV DATE	TOTAL AMOUNT DUE
HAYS COUNTY JUVENILE 05	0332369 54488	9474482	08/05/2010	446.17

REMIT TO:

LAWSON PRODUCTS, INC.
P.O. BOX 809401
CHICAGO IL 60680-9401TO ENSURE PROPER CREDIT PLEASE RETURN THIS PORTION
WITH YOUR PAYMENT.

AMOUNT PAID: _____

IF AMOUNT PAID IS NOT AMOUNT DUE PLEASE EXPLAIN ON REVERSE.

We accept

VISA**THANK YOU FOR YOUR BUSINESS**



OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio Street, Suite 100

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2279

www.co.hays.tx.us

Bill Herzog, CPA

County Auditor

bherzog@co.hays.tx.us

Marisol Villarreal-Alonzo, CPA

Assistant County Auditor

marisol.alonzo@co.hays.tx.us

MEMORANDUM

August 30, 2010

To: Brett Littlejohn
Juvenile Detention Center

From: Bill Herzog, CPA
Hays County Auditor

Please find the attached invoice from Lawson Products totaling \$446.17. This invoice was submitted to the Auditor's office for payment without the issuance of a purchase order. In accordance with County policy, a purchase order must be issued for invoices totaling \$300 or more. Therefore, this invoice cannot be paid until you go before Commissioners' Court and obtain the Court's approval for payment. Once approval is granted by the Court, please resubmit this invoice for payment.

Please remind your staff to contact Cindy or Andrea in the Purchasing Office at 393-2271 in order to obtain a purchase order for purchases totaling \$300 or more. You may contact my office if you have any questions or need additional information.

Thank You.

Enclosure

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding all pending and/or contemplated litigation involving Hays County.

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

PREFERRED MEETING DATE REQUESTED: September 14, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: KENNEDY

SPONSORED BY: SUMTER

SUMMARY:

Litigation update to be provided in Executive Session.