

Commissioners Court -September 21, 2010
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **21ST** day of **August, 2010**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

INVOCATION:

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

PRESENTATIONS & PROCLAMATIONS

1	4	Presentation from the Hays Trinity Groundwater Conservation District by President Jimmy Skipton. SUMTER/SKIPTON
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PUBLIC COMMENTS

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

CONSENT ITEMS

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

2	5	Approve payments of county invoices. HERZOG
3	6-13	Approve Commissioner Court Minutes of September 3 & 14, 2010. SUMTER/FRITSCH
4	14-16	Confirm the appointment of Allen M. Bridges as Deputy Constable for Constable Pct. 1, David Peterson effective September 21, 2010. INGALSBE/PETERSON
5	17-25	Approve Utility Permits. SUMTER
6	26-28	Approve resolution authorizing the County Judge to submit a grant application to the Texas Department of Rural Affairs - Community Development Fund for \$275,000 for additional water system improvements in the Cedar Oaks Mesa subdivision and to act as the County's Authorized Representative for the program. CONLEY/HAUFF
7	29-33	Authorize the County Judge to execute Amendment No. 1 with the Texas Comptroller of Public Accounts, State Energy Conservation Office (SECO) for the Energy Efficiency and Conservation Block Grant. FORD/HAUFF
8	34-38	Ratify execution of Change Order #1 with J.D. Ramming Paving Company, Inc., in the amount of \$2,310.00 for work on the Cedar Oak Mesa Water Improvement project. SUMTER/HAUFF
9	39-40	Accept additional contributions for Historical Commission/Buck Winn Project totaling \$2700.00 and budget for expenses. INGALSBE/JOHNSON
10	41	Authorize Purchasing to prepare specifications for Request for Qualifications for an environmental monitor associated with the McGregor Lane Project and solicit for proposal and advertise. FORD
11	42	Approve commercial septic permit for the RPTP facility on Yarrington Road. INGALSBE/BORCHERDING

ACTION ITEMS

ROADS

12	43-44	Call for a public hearing on October 5, 2010 to establish traffic regulations in Deer Creek subdivision. FORD/BORCHERDING
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SUBDIVISIONS

13	45-47	10-17-4 Bush Ranch Phase 2 Section 1. Discussion and possible action to consider approval of preliminary plan. FORD/GARZA
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14	48-49	10-21-4 Revised plat of Lot 1B and 1C J.M.J. Subdivision. Discussion and possible action to consider waiver of preliminary plan and public hearing; approve final plat. FORD/GARZA
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MISCELLANEOUS

15	50-51	Discussion and possible action to approve the 2011 Sheriff and Constables fees pursuant to Local Government Code 118.131. SUMTER/FRITSCH
16	52	Discussion and possible action to accept results of ballots received from record owners of property in the Indian Creek Ranch subdivision regarding improvements and assessment of the cost pursuant to Texas Transportation Code Chapter 253 with action ordering the improvements and assessing the cost of the improvements. SUMTER/FRITSCH
17	53	Discussion and possible action to establish an Economic Development Policy Committee. <i>Back-up in September 14, 2010 Agenda Packet.</i> SUMTER
18	54-62	Discussion and possible action to renew Agreement for Alternative Dispute Resolution Services with Central Texas Alternative Dispute Resolution, Inc. SUMTER
19	63-71	Discussion and possible action to authorize the County Judge to execute a Construction Mitigation Agreement between Hays County and the Hill Country Conservancy related to ROW acquisition and road improvements on McGregor Lane in Precinct 4. FORD
20	72-84	Discussion and possible action to authorize the County Judge to execute the contract with Texas Energy Engineering Services, Inc., in the amount of \$42,250.00 to conduct an energy audit of County buildings associated with the SECO Energy Efficiency and Conservation Block Grant award. FORD/HAUFF
21	85	Discussion and possible action to authorize the County Judge to submit a grant application to the Burdine Johnson Foundation in the amount of \$100,000 for renovations to the Old Hays County Jail. BARTON
22	86-89	Discussion and possible action to approve right of way request from Pedernales Electric Cooperative, Inc. on Hays County property located on FM 150 West in Kyle. BARTON
23	90-112	Discussion and possible action to approve SH 21 at Rohde Road Work Authorization #5. BARTON
24	113-116	Discussion and possible action to authorize the County Judge to accept & execute a grant award contract from the U.S. Department of Justice, Office of Community Oriented Policing Services, FY10 Cops Technology Program for \$40,000.00. SUMTER/RATLIFF/ROBINSON/HAUFF
25	117	Discussion and possible action to approve the supplemental insurances for FY 2011 INGALSBE/BAEN
26	118-119	Discussion and possible action to re-classify 9 Corrections Officer positions to Deputy. SUMTER/RATLIFF

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.

27	120	Executive Session pursuant to Section 551.087 of the Texas Government Code, to receive information on Project American Way. INGALSBE
28	121	Executive Session pursuant to 551.072 of the Texas Government Code, to deliberate the negotiation and purchase of Nicholson Ranch and its potential for prime endangered species habitat. Possible action may follow. FORD
29	122	Executive Session pursuant to 551.071 and 551.072 of the Texas Government Code, consultation with counsel and deliberation regarding the Nicholson Ranch acquisition and options the County has in regards to the project. CONLEY

STANDING AGENDA ITEM

30		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
31		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
32		Discussion of Budget. Possible action may follow. SUMTER

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 17TH 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

AGENDA ITEM:

Presentation from the Hays Trinity Groundwater Conservation District by President Jimmy Skipton.

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

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: \$

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Skipton

SPONSORED BY: JUDGE SUMTER

SUMMARY:

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: 9/21/10

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 SEPTEMBER 3 & 14, 2010

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

PREFERRED MEETING DATE REQUESTED: SEPTEMBER 21, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCH

SPONSORED BY: SUMTER

SUMMARY:



VOLUME U PAGE

SEPTEMBER 3, 2010

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 3RD DAY OF SEPTEMBER A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER
DEBBIE GONZALES INGALSBE
JEFFERSON W. BARTON
LINDA C. FRITSCHKE

COUNTY JUDGE
COMMISSIONER, PCT. 1
COMMISSIONER, PCT. 2
COUNTY CLERK

WITH COUNTY COMMISSIONER PCT. 3 WILL CONLEY AND COMMISSIONER PCT 4 KAREN FORD ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

APPROVE SALARY GRIEVANCE COMMITTEE SELECTION PURSUANT TO LOCAL GOVERNMENT CODE 152.015

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to select a salary grievance committee composed of the County Judge, the Sheriff, County Tax Assessor-Collector, County Treasurer, County Clerk, District Clerk, Criminal District Attorney, and three public members pursuant to Local Government Code 152.015. All present voting "Aye". MOTION PASSED

Judge Sumter selected the following public members: Stewart Timothy Adams, Thomas Dane Romo, and Jacob Clifford Morrow. Alternates that were selected were: Richard Perez Jr., Thomas C. Parson, Davaon Wayne Brown, Thomas Matthew Funnell, Jeffrey Craig Reeves, Noe Benito Hinojosa, Noah Laston Harp, Marguerite Eddy Laughlin, Nelson Glenn Garrett, Ruth Ann Carter, Robert Russell Tarver, Mario Oscar Ergang, Brandy Rene Wright, Rebekah Lisette Ramirez, Branden Lee Kunkel, Richard Lee Bailey, and Leticia Isabel Strawn.

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 SEPTEMBER 3, 2010.



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





SEPTEMBER 14, 2010

VOLUME U PAGE 441

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 14th DAY OF SEPTEMBER 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:

Mike Schlingen (Solid Rock Church) gave the invocation and Commissioner Ingalsbe led the court in the Pledge of Allegiance to the flags. Human Resources Director Dee Dee Baen introduced new county employees. Judge Sumter called the meeting to order.

27398 PROCLAMATION DECLARING SEPTEMBER 19 THROUGH SEPTEMBER 25, 2010 AS "CHILD PASSENGER SAFETY WEEK"

Events will be held countywide. A motion was made by Judge Sumter, seconded by Commissioner Conley to adopt a Proclamation declaring September 19 through September 25, 2010 as "Child Passenger Safety Week". All voting "Aye". MOTION PASSED

27399 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve payments of county invoices in the amount of \$4,977,008.04 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

27400 APPROVE COMMISSIONER COURT MINUTES OF AUGUST 24 & 31, 2010

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve Commissioner Court Minutes of August 24 & 31, 2010 as presented by the County Clerk. All voting "Aye". MOTION PASSED

27401 RATIFY EXECUTION OF AMENDMENT ONE TO AGREEMENT WITH DEPARTMENT OF MOTOR VEHICLES FOR THE USE OF STATE OF TEXAS AUTOMATION EQUIPMENT

This is to add one registration and title system for Roger Beasley Mazda. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to ratify execution of Amendment One to Agreement with Department of Motor Vehicles for the use of State of Texas Automation Equipment. All voting "Aye". MOTION PASSED

27402 ACCEPT JUVENILE PROBATION TJPC-I AMENDMENT NO. 5-A GRANT FUNDS AND AMEND THE FY2010 BUDGET ACCORDINGLY

The Texas Juvenile Probation Commission has awarded Hays County an additional \$17,100 to be used for contract detention services. Budget amendment: transfer \$17,100 from Intergovernmental Revenue #001-686-99-056.4301, into Contract Inmate Detention #001-686-99-056.5361. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to accept Juvenile Probation TJPC-I Amendment No. 5-A Grant Funds and amend the FY2010 budget accordingly. All voting "Aye". MOTION PASSED

27403 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

The current PHER contract 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. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to 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 addition 11 month period, and amend the budget accordingly. All voting "Aye". MOTION PASSED

**27404 AMEND JUVENILE PROBATION OPERATING BUDGET FOR CONTINUING EDUCATION TRAINING**

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 fund this budget amendment. Budget Amendment: transfer \$765 from Contract Detention #001-686-00.5361 into Continuing Education #001-686-00.5551. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to amend Juvenile Probation operating budget for continuing education training. All voting "Aye". MOTION PASSED

27405 ACCEPT REPORT TO COMMISSIONERS COURT IDENTIFYING ADMINISTRATIVE APPROVALS ISSUED DURING THE MONTH OF AUGUST, 2010

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to accept report to Commissioners Court identifying Administrative Approvals issued during the month of August, 2010. All voting "Aye". MOTION PASSED

27406 AMEND THE BUDGET OF JUVENILE CENTER FOR TELEPHONE FROM SAVINGS IN EQUIPMENT AND CONTINUING EDUCATION

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to amend the budget of Juvenile Center for telephone from savings in equipment and continuing education. All voting "Aye". MOTION PASSED

27407 AMEND THE BUDGET OF INDIGENT MEDICAL IN FAMILY HEALTH SERVICES FUND WITH TRANSFER FROM COUNTYWIDE IN GENERAL FUND

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. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to amend the budget of Indigent Medical in Family Health Services Fund with transfer from Countywide in General Fund. All voting "Aye". MOTION PASSED

27408 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

This will establish a 4-way stop on Oak Grove Road 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 the intersection. A motion was made by Commissioner Barton, seconded by Commissioner Ford to 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. All voting "Aye". MOTION PASSED

27409 CALL FOR A PUBLIC HEARING ON SEPTEMBER 28, 2010 TO ESTABLISH TRAFFIC REGULATIONS IN THE VINEYARD SUBDIVISION

This will establish a stop sign on Tuscany Drive at Elder Hill Road, 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. A motion was made by Commissioner Ford, seconded by Commissioner Conley to call for a public hearing on September 28, 2010 to establish traffic regulations in the Vineyard subdivision. All voting "Aye". MOTION PASSED

27410 APPROVE WORK AUTHORIZATION #3 FOR ROADWAY DESIGN WORK RELATED TO IMPROVEMENTS TO MT. GAINOR ROAD

A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve Work Authorization #3 for roadway design work related to improvements to Mt. Gainor Road not to exceed \$75,000. Commissioner Ingalsbe, Commissioner Barton, Commissioner Conley, and Commissioner Ford voting "Aye". Judge Sumter not present to vote. MOTION PASSED



SEPTEMBER 14, 2010

VOLUME U PAGE 443

- 27411 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**

Commissioner Ingalsbe declared the public hearing open. No public input was received and the public hearing was closed. Special Counsel Mark Kennedy spoke of findings needed in this matter: (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. A motion was made by Commissioner Ford, seconded by Commissioner Conley to proceed with the acquisition on McGregor Lane including property that is encumbered by a conservation easement with the findings 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. Commissioner Ingalsbe, Commissioner Barton, Commissioner Conley, and Commissioner Ford voting "Aye". Judge Sumter not present to vote. MOTION PASSED

- 27412 PARTIAL VACATE AND REPLAT OF LOT 3 & 4, F&W SUBDIVISION, SECTION 2 [10-16-4 - 2 LOTS] - CALL FOR PUBLIC HEARING ON OCTOBER 12, 2010**

The original property owner 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. The new configuration will leave one lot of 4 acres (Lot 4A) which will be served by an existing private well and individual on-site sewage facility. A motion was made by Commissioner Ford, seconded by Commissioner Barton to call for a public hearing on October 12, 2010 for a partial vacate and replat of Lot 3 & 4 F&W Subdivision Section 2. All voting "Aye". MOTION PASSED

- 27413 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A 20 FOOT JOINT USE EASEMENT AGREEMENT IN FAVOR OF ROBERT ROMERO, ONESIMO RODRIGUEZ, AND UNION CREEK SENIOR CITIZENS, INC. FOR INGRESS/EGRESS ON SHARED DRIVEWAY KNOWN AS BARTONS XING LOCATED IN PRECINCT 2**

A motion was made by Commissioner Barton, seconded by Commissioner Ford to authorize the County Judge to execute a 20 Foot Joint Use Easement Agreement in favor of Robert Romero, Onesimo Rodriguez, and Union Creek Senior Citizens, Inc. for ingress/egress on Shared Driveway locally known as Bartons Xing located in Precinct 2. Staff and Special Counsel to work on a shared access agreement. All voting "Aye". MOTION PASSED

- 27414 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A 10 FOOT EASEMENT AGREEMENT WITH THE CITY OF BUDA FOR A PROPOSED WASTEWATER SERVICE LINE**

A motion was made by Commissioner Barton, seconded by Commissioner Ford to authorize the County Judge to execute a 10 Foot Easement Agreement with the City of Buda for a proposed wastewater service line. All voting "Aye". MOTION PASSED

- 27415 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**

Alan Rossing (Lakota Water Company) spoke of Rainwater Revival to be held. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe 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. All voting "Aye". MOTION PASSED

- 27416 ADOPT NEW RATES FOR DISPOSAL OF SOLID WASTES AT THE HAYS COUNTY TRANSFER STATION IN WIMBERLEY AND THE HAYS CITIZENS COLLECTION STATION IN DRIFTWOOD**

Jerry Pinnix spoke of having no increase in fees for a number of years. He made recommendation to the court to increase rates as follows: Household garbage from \$5 to ~~\$8-10~~, construction material from \$15 to ~~\$20~~ with \$10 minimum, appliances from \$7 to \$10 for water heaters/small items & \$15 for washer & dryer sized, A/C refrigerator items with compressors from \$7-15 to ~~\$10-25~~, furniture from \$5 up to \$10 up (go up \$5 per item, king size bed was \$15 now \$20), and tires from \$2 to ~~\$5~~. A motion was made by Judge Sumter, seconded by Commissioner Ford to adopt recommended rates for disposal of solid wastes at the Hays County Transfer Station in Wimberley and the Hays Citizens Collection Station in Driftwood to be effective January 1, 2011. All voting "Aye". MOTION PASSED



- 27417 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**

A motion was made by Judge Sumter, seconded by Commissioner Ford 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 to \$17,324.35 and amend the budget accordingly. All voting "Aye". MOTION PASSED

- 27418 AUTHORIZE THE HAYS COUNTY PERSONAL HEALTH DEPARTMENT TO PROVIDE FLU SHOTS TO HAYS COUNTY EMPLOYEES AND THEIR INSURED DEPENDENTS AT NO COST**

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to authorize the County Personal Health Department to provide flu shots to Hays County Employees and their insured dependents at no cost. All voting "Aye". MOTION PASSED

DISCUSSION REGARDING ESTABLISHMENT OF AN ECONOMIC DEVELOPMENT POLICY COMMITTEE

Judge Sumter spoke of establishing a County-wide Economic Development Policy. She proposed a nine member committee with Lisa Wright as the Liaison. Each Commissioner would appoint two citizens from their precincts and the County Judge appointing the chair of the committee. No action taken.

- 27419 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**

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

- 27420 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**

A motion was made by Commissioner Ford, seconded by Judge Sumter to authorize the County Judge to execute a Professional Services Agreement (PSA), in an amount not to exceed \$149,954, with Rogers Design Services for professional engineering services for Feasibility Study and Engineering Design of improvements on Elder Hill Road. All voting "Aye". MOTION PASSED

- 27421 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**

A motion was made by Commissioner Ford, seconded by Judge Sumter to authorize the County Judge to execute a Professional Services Agreement (PSA), in an amount not to exceed \$ 258,000, with Rogers Design Services for professional engineering services for Mount Gainor Road Phase 2, low water crossing design. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED

- 27422 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**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to authorize the County Judge to execute Change Order #2 to the Construction Contract with Lowden Excavating, Inc. in the amount of \$440 for the Five Mile Dam Park - Phase 2 (Irrigation) Project. All voting "Aye". MOTION PASSED



SEPTEMBER 14, 2010

VOLUME U PAGE 445

- 27423 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.**

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

Agenda Item #28 RE: AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT FOR VENDING MACHINE SERVICES WITH BEST VENDING & COFFEE, CO was PULLED.

- 27424 AMEND THE AGREEMENT BETWEEN HAYS COUNTY AND HALFF AND ASSOCIATES TO ALLOW FOR ADDITIONAL SURVEYS AND RELATED WORK ASSOCIATED WITH THE MCGREGOR LANE PROJECT IN PRECINCT 4**

A motion was made by Commissioner Ford, seconded by Commissioner Barton to amend the Agreement between Hays County and Halff and Associates to allow for additional surveys and related work associated with the McGregor Lane Project in Precinct 4 in an amount not to exceed \$5,000. All voting "Aye". MOTION PASSED

- 27425 AUTHORIZE ATTORNEYS I, II, AND III FROM THE DISTRICT ATTORNEY'S OFFICE TO RECEIVE THE ONE-TIME EMPLOYEE COST OF LIVING PAY OUT FROM THE FY2010 BUDGET**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize Attorneys I, II, and III from the District Attorney's office to receive the one time employee's cost of living pay from the FY2010 budget. All voting "Aye". MOTION PASSED

- 27426 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**

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter 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 out of the FY2011 budget. All voting "Aye". MOTION PASSED

- 27427 APPROVE PAYMENT OF INVOICE TO LAWSON PRODUCTS FOR THE JUVENILE DETENTION CENTER**

A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to approve payment of invoice to Lawson Products for the Juvenile Detention Center. All voting "Aye". MOTION PASSED

EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING ALL PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY

The court convened into closed executive session at 2:25 p.m. and reconvened into open meeting at 4:51 p.m. No action was taken.



27428 DISCUSSION WITH 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

Bob Hinkle (Broadus & Associates) provided an update on progress at the Government Center that included an aerial photo, building information management clash detection progress, rolling calendar schedule, pour schedule, comprehensive summary of alternates presented for court action, AND Sebesta Blomberg Commissioning Proposal from June 15th RFQ solicitation. Commissioner Conley and Commissioner Ford advised that they had originally voted against the sally port canopy.

A motion was made by Ingalsbe, seconded by Judge Sumter to accept the alternates and ask Bob Hinkle and Broadus & Associates to negotiate the costs for those that are under the rough order of magnitude with exception of larger caliper trees that will come back to the court. All voting "Aye".
MOTION PASSED

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to accept the sally port canopy construction cost of \$91,475 (estimate) and allow Bob Hinkle and Broadus & Associates to negotiate the costs. Commissioner Ingalsbe, Commissioner Barton, and Judge Sumter voting "Aye". Commissioner Conley and Commissioner Ford voting "No". **MOTION PASSED**

Bob Hinkle spoke of Commissioning Proposal.

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to award commissioning services to Sebesta Blomberg & Associates in an amount not to exceed \$295,900. All voting "Aye".
MOTION PASSED

Clerk's Note: Agenda Item #35 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR was PULLED.

Court was adjourned.

I, LINDA C. 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 SEPTEMBER 14, 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: 9:00 am - Approve and Confirm the appointment of Allen M. Bridges as Deputy Constable for Constable Pct. 1, David Peterson effective September 21, 2010

CHECK ONE:

☐ CONSENT

☒ ACTION

☐ EXECUTIVE SESSION

☐ WORKSHOP

☐ PROCLAMATION

☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Constable Peterson

SPONSORED BY: Ingalsbe

SUMMARY:

According to Chapter 86 Subchapter B 86.011 (a) The Commissioners Court shall approve and confirm the appointment of a deputy constable.

Susan Davis

From: Allen Bridges [allenmbridges@gmail.com]
Sent: Tuesday, August 17, 2010 3:51 PM
To: hr
Subject: Allen Bridges
Attachments: Allen Bridges Resume 2010.docx

Per our phone conversation please see attached resume to be included with my application for Hays County Constable Pct. 1.

Thank you
Allen Bridges
512-496-9567
allenmbridges@gmail.com

Allen Bridges

11008 Canterbury Tales Lane, Austin, Texas 78748

Tel: (512) 496-9567 Email: allenmbbridges@gmail.com

Objective To obtain a position where I can use my educational and training background

Education

TCLEOSE Certification
Capital Area Planning of Governments (CAPCOG), Austin, Texas 2006

Basic Core Classes
Austin Community College, Austin, Texas 2004-05

Mobile Electronic Certification (MECP)
Acoustic Edge Institute, Houston, Texas 2003

General Diploma
Dripping Springs High School, Dripping Springs, Texas 2001

Work History

Police Officer, Sunset Valley Police Department, Sunset Valley, Texas 2008-Present
Performed citywide patrols and investigations for the city of Sunset Valley. Collaborated with citizens and community agencies to prevent and solve crimes. Testified in court as needed. Wrote accurate and effective documentation, reports, and correspondences. Patrolled city using both vehicle and bicycle.

Police Officer, Lakeway Police Department, Lakeway, Texas 2006-2008
Patrolled city and responded to dispatch calls to enforce laws and ensure public safety. Investigated criminal activity; interviewed victims, witnesses, and suspects. Preserved crime scenes, gathered evidence, and arrested suspects. Enforced traffic laws and investigated vehicle collisions. Wrote accurate and complete reports. Testified in court.

Retail Sales, GT Distributors, Austin, Texas 2005-2006
Provided customer service. Maintained and restocked store inventory. Handled guns sales. Assisted with departmental purchases of lighting equipment, as well as, patrol gear.

Retail Sales, Hobby Town USA, Austin, Texas 2004-2005
Provided customer service. Maintained and restocked store inventory. Assisted with opening and closing the store. Provided technical assistance for repairs.

Stockler, Cedar Valley Grocery, Austin, Texas 2004
Primary stocker for local convenience store.

Training OC Spray Certification, Standardized Field Sobriety Testing, Expandable Baton, Tactical Police Driving, TCIC/NCIC, Adult CPR / Child CPR, Standard 1st Aid, FEMA IS-00700/IS-00100 LE/IS-00200/IS-00500/IS-00600/IS-00800, Texas Concealed Handgun License, Patrol Rifle Certification through DPS, Sabre Defence AR-15/16 Comprehensive Armorer Certification, Extensive training in firearm proficiency and tactics, Taser certified

Memberships Texas Municipal Police Association
Blueribbon Coalition
100 Club of Central Texas

References Judge Kevin Madison, (512) 708-1650
Agent Joe Cronin, (512) 914-8000
Curtis Page, (512) 457-4000

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 Utility Permits.

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

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: SUMTER

Permit	Road Name	Type of Utility
820	Hays County Acres Rd .	Water
821	Barton Creek Dr.	Elect
822	BEBEE Rd.	Elect

**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: # 820

Application Date: 9/19/2010

Commissioner Court Approval Date: 9/21/2010

Company Name: **LCRA WATER SUPPLY CORP**

Company Address: 13062 HWY 290 WEST

Austin Tx

Company Phone: Austin Tx

Company Contact: Randy Voorhels

Type of Utility: **WATER LINE**

Road Name: **HAYS COUNTRY ACRES ROAD**
#: **4**

Subdivision: **HAYS COUNTRY ACRES**

Pct

Specs: Water line to be open cut and cased in right-of-way of Hays Country Acres. To follow Hays County open cut detail using flowable fill for backfill



Road and Bridge Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

Date: Dec. 3rd 2009 Aug 19-10

Formal notice is hereby given that FIPLE Voorheis Partnership LLP
Company proposes to place a LRA WATER LINE
line within the right-of way of HAYS COUNTRY ACRES RD.
as follows: (give location, length, general design, etc.)

Attached

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by _____ complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road; and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 26th day of AUG, 2010.

General Special Provisions:

ON FILE
HCRD

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm FIPLE Voorheis Partnership LLP

By (Print) Randy Voorheis

Signature [Signature]

Title Managing Partner

Address 1421 Shelton Ranch Rd

Dripping Springs, TX

Phone 512-694-6115

Approved by Hays County Road & Bridge Department

Signature

Inspector
Title

9/18/10
Date

**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: # 821

Application Date: 9/21/2010

Commissioner Court Approval Date: 9/21/2010

Company Name: **PEDERNALES ELECTRIC COOPERATIVE INC**

Company Address: 1810 F.M. 150 WEST

Company Phone:

Company Contact: Sherri Naumann

Type of Utility: Power

Road Name: BARTON CREEK DRIVE

Subdivision: BARTON CREEK RANCH

Pct #: 4

Specs: Replace existing single phase #4 with phase #336 AAC primary in existing path

County Provisions: Poles to be Maximum of 2 feet off R-O-W & Minimum of 10 feet from edge of Roadway; Traffic Aerial Crossing to have a Minimum Clearance of 15 feet above Roadway; Traffic Control Required; Notify Hays County 24 hours prior to Construction.



Road and Bridge Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

Date: August 3, 2010

Formal notice is hereby given that Pedernales Electric Coop

Company proposes to place a REPLACE EXISTING SINGLE PHASE #4 ACSR PRIMARY WITH 3 PHASE #336 AAC PRIMARY IN EXISTING PATH

line within the right-of way of BARTON CREEK DRIVE

as follows: (give location, length, general design, etc.)

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by 1 complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road; and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 1st day of September, 20 10.

General Special Provisions:

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Pedernales Electric Coop

Title Project Manager

By (Print) Sherri L. Naumann

Address UC Synergistic Contract Firm

Signature Sherri L. Naumann

1524 S IH 35 Suite 175 Austin TX 78704

Phone (512)804-2000 x 222 or (254) 644-9799

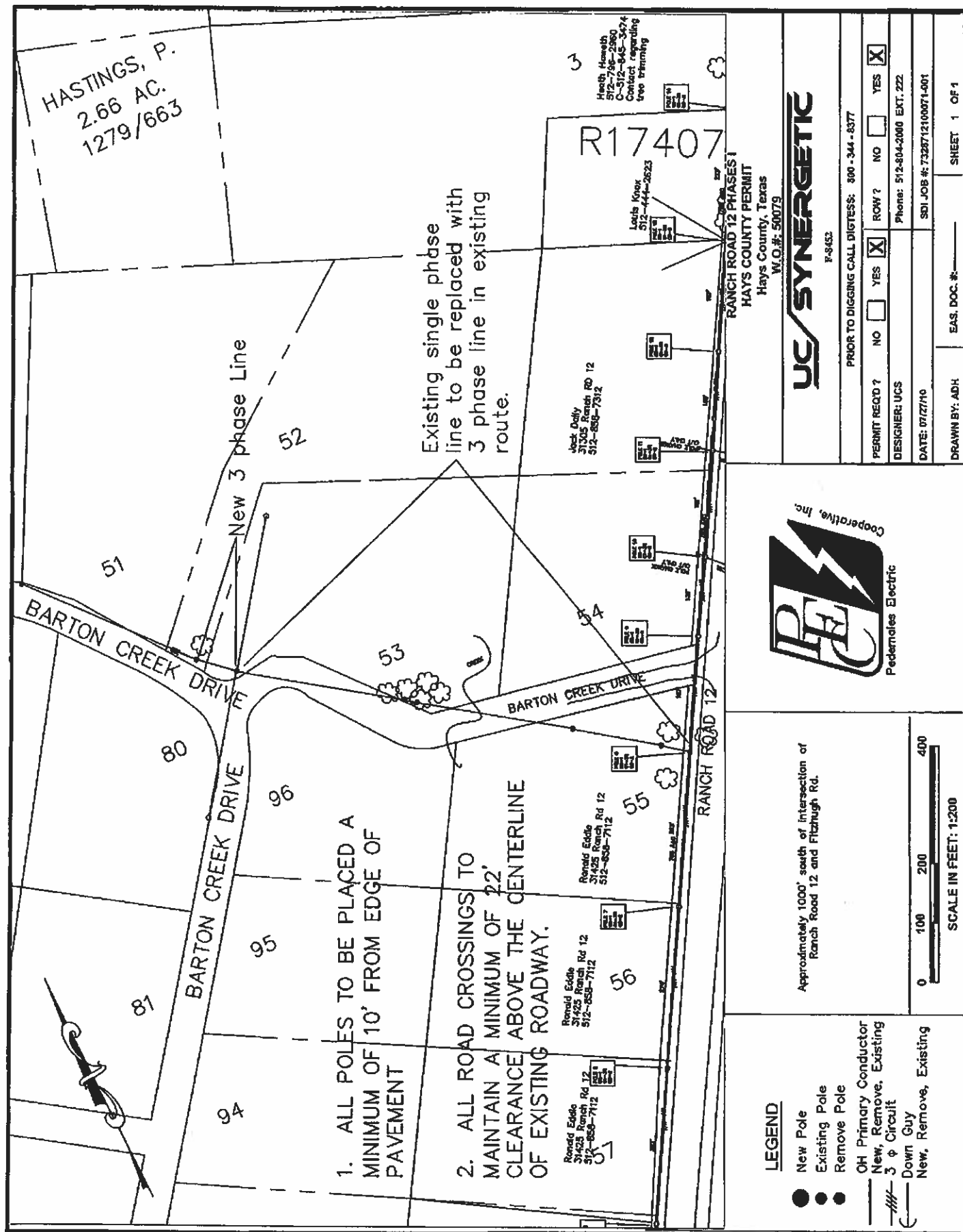
Approved by Hays County Road & Bridge Department

Signature

Inspector
Title

9/8/10
Date

Form 26-2004



HASTINGS, P.
2.66 AC.
1279/663

R17407

Existing single phase
line to be replaced with
3 phase line in existing
route.

New 3 phase Line

BARTON CREEK DRIVE

BARTON CREEK DRIVE

RANCH ROAD 12

1. ALL POLES TO BE PLACED A
MINIMUM OF 10' FROM EDGE OF
PAVEMENT

2. ALL ROAD CROSSINGS TO
MAINTAIN A MINIMUM OF 22'
CLEARANCE ABOVE THE CENTERLINE
OF EXISTING ROADWAY.

LEGEND

- New Pole
- Existing Pole
- Remove Pole
- OH Primary Conductor
- New, Remove, Existing
- 3 φ Circuit
- Down Guy
- New, Remove, Existing

Approximately 1000' south of intersection of
Ranch Road 12 and Fitzhugh Rd.



SCALE IN FEET: 1:200



UC/SYNERGETIC

P-8452

PRIOR TO DIGGING CALL DIGITEST: 300-344-8377

PERMIT REQ'D? ☐ NO ☒ YES ☒ ROW? ☐ NO ☒ YES ☒

DESIGNER: UCS

Phone: 512-804-2000 EXT. 222

DATE: 07/27/10

SDI JOB #: 7328712100071-001

DRAWN BY: ADH

EAS. DOC. #:

SHEET 1 OF 1

**HAYS COUNTY RESOURCE PROTECTION, TRANSPORTATION and
PLANNING DEPARTMENT**



UTILITY PERMIT APPROVAL

Approval of Utility Permit: # 822

Application Date: 9/21/2010

Commissioner Court Approval Date: 9/21/2010

Company Name: **PEDERNALES ELECTRIC COOPERATIVE INC**
Company Address: P. O. Box 100
KYLE, TX 78610

Company Phone: KYLE, TX 78610

Company Contact: George Esqueda

Type of Utility: Power

Road Name: BEBEE ROAD (CR 122)

Subdivision:

Pct #: 2

Specs: **Realignment of power line for Dacy Lane**

County Provisions: Poles to be Maximum of 2 feet off R-O-W & Minimum of 10 feet from edge of Roadway; Traffic Control Required; Notify Hays County 24 hours prior to Construction.



Road and Bridge Department
2171 Yarrington Road
P O Box 906
San Marcos, TX 78667-0906
(512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

Date: 09/01/2010

Formal notice is hereby given that Pedernales Electric Cooperative Inc. (PEC)
Company proposes to place a overhead electric power line
line within the right-of-way of Babee Road
as follows: (give location, length, general design, etc.) Replace existing poles, anchors, and conductors
on Babee Road at Dacy Lane as part of the Dacy Lane Realignment Project.

See attached drawing

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by 2 complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road; and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine or periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 13 day of September, 2010.

General Special Provisions:

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Pedernales Electric Cooperative Inc.

By (Print) Georgina Esqueda

Signature Georgina Esqueda

Title District Engineering Supervisor

Address P.O. Box 100

Kyle, TX

Phone (512) 262-2161 ext 7520

Approved by Hays County Road & Bridge Department

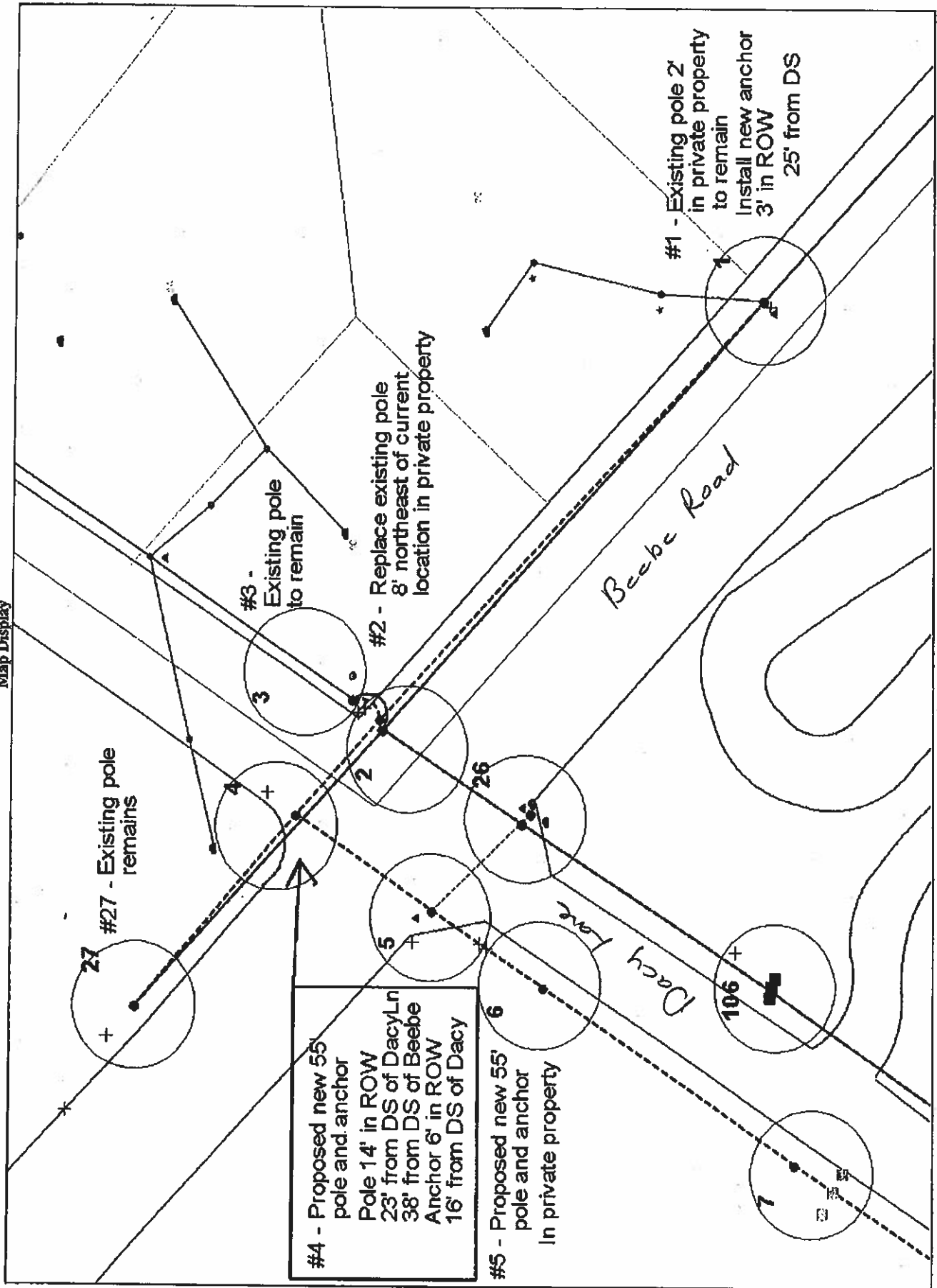
Signature

Inspector

Title

9/9/10

Date



Kensington Elementary School

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 resolution authorizing the County Judge to submit a grant application to the Texas Department of Rural Affairs - Community Development Fund for \$275,000 for additional water system improvements in the Cedar Oaks Mesa subdivision and to act as the County's Authorized Representative for the program.

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

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: County - \$0; Cedar Oaks Mesa Water Supply Corp. - \$13,750

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Hauff

SPONSORED BY: Conley

SUMMARY:

A grant application will be submitted to the Texas Department of Rural Affairs (TDRA) for \$275,000 for additional water system improvements in the Cedar Oaks Mesa Subdivision near Wimberley. Funds in the amount of \$250,000 were previously awarded under this program in July, 2008 to replace undersized water lines, valves, provide service reconnections, and install fire hydrants within the subdivision, with a subsequent award of \$250,000 in September, 2009 to install and connect a 50,000 gallon water storage tank to the water system (project is underway). Grant funds requested under the current application will be utilized to replace additional undersized water lines and conduct associated water system improvements to bring the system into compliance with current TCEQ requirements.

The TDRA program requires a 5% match to the grant amount request that will be met through funds provided by the Cedar Oaks Mesa Water Supply Corporation. The County will serve to administer the grant program/project, and no County funds are required for the project.

RESOLUTION
September 6, 2010

A RESOLUTION OF THE CEDAR OAK MESA (COM) WATER SUPPLY CORPORATION (WSC) BOARD OF DIRECTORS IN HAYS COUNTY, DEDICATING THIRTEEN THOUSAND SEVEN-HUNDRED AND FIFTY DOLLARS (\$13,750) IN CASH FOR THE MATCH FOR THE TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION THROUGH HAYS COUNTY TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE COMMUNITY DEVELOPMENT FUND FOR WATER SYSTEM IMPROVEMENTS TO THE CEDAR OAK MESA WATER SUPPLY SYSTEM;

WHEREAS, the Cedar Oak Mesa Water Supply Corporation desires to make improvements to the water system that will principally serves persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of Water Supply Corporation to request that Hays County apply for funding under the 2011-2012 Texas Community Development Program (TCDP) for water system improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE CEDAR OAK MESA WATER SUPPLY CORPORATION OF HAYS COUNTY, TEXAS:

1. That a Texas Community Development Program application for the Community Development Fund be requested to be filed on behalf of the Water Supply Corporation through Hays County with the Texas Department of Housing and Community Affairs.
2. That Cedar Oak Mesa Water Supply Corporation dedicates \$13,750.00 in cash to the County for the match for the County's application under the Community Development Fund.
3. The Cedar Oak Mesa Water Supply Corporation will take ownership and maintenance of the Water Supply facilities, once completed.



President, Board of Directors
Cedar Oak Mesa Water Supply Corporation

RESOLUTION

A RESOLUTION OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF RURAL AFFAIRS FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioners Court of Hays County desires to develop a viable urban community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of Hays County to apply for funding under the Texas Community Development Block Grant Program;

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

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Rural Affairs.
2. That the County's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$275,000 of grant funds to provide water improvements.
4. That the Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.
5. That it further be stated that the County is committing \$13,750.00 from the Cedar Oaks Mesa Water Supply Corporation as a cash contribution toward the local match for this project.

Passed and approved this 21st day of September, 2010.

Liz Sumter
County Judge
Hays County

STATE OF TEXAS, COUNTY OF HAYS

I, Linda Fritsche, County Clerk for the Commissioners' Court of Hays County, Texas, do hereby certify the foregoing contains a true and correct copy of a resolution passed and adopted by the Commissioners' Court of Hays County, Texas, in a Regular Meeting held on September 21, 2010

ATTESTED TO BY:

Linda Fritsche, Hays County Clerk

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Authorize the County Judge to execute Amendment No. 1 with the Texas Comptroller of Public Accounts, State Energy Conservation Office (SECO) for the Energy Efficiency and Conservation Block Grant.

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

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: N/A – no matching funds required.

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hauff

SPONSORED BY: Ford

SUMMARY:

On March 9, 2010 the Commissioners Court authorized acceptance of an Energy Efficiency and Conservation Block Grant from the Texas Comptroller of Public Accounts, State Energy Conservation Office (SECO). The purpose of the grant will be to conduct an energy audit and perform energy conservation upgrades to existing County facilities.

Based on the cost for the energy audit, it was necessary to seek a budget adjustment from SECO to accommodate an increase for the cost of this service over that originally estimated, which will subsequently reduce the amount available for energy upgrades - in the amount of \$7,250 - out of the total grant of \$115,153.00. The total grant amount does not change.

**AMENDMENT NO. 1
TO THE
AGREEMENT
BY AND BETWEEN
THE COMPTROLLER OF PUBLIC ACCOUNTS
AND
THE COUNTY OF HAYS
FOR
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT (EECBG)**

Sub-Award # CS0044

This Amendment No. 1 to the Agreement for the ARRA EECBG (the "Agreement") is entered into by and between the Comptroller of Public Accounts (Comptroller) and County of Hays (Subrecipient). This Amendment No. 1, together with the Agreement, represents the entire agreement between the parties concerning the subject matter of this Amendment No. 1 and supersedes any and all prior or contemporaneous oral or written statements, agreements, correspondence, quotations and negotiations. In the event of conflict between the Agreement and this Amendment No. 1, the language in this Amendment No. 1 shall control.

I. Recitals

WHEREAS, on or about February 18, 2010, the Comptroller and the Subrecipient entered into the Agreement; and

WHEREAS, the Comptroller and the Subrecipient desire to execute this Amendment No. 1 to the Agreement to amend the Statement of Work; and

NOW, THEREFORE, in consideration of mutual covenants and agreements herein contained, the Comptroller and the Subrecipient hereby agree to the following amendment to the Agreement:

II. Amendment

Attachment G, Statement of Work and Budget, to the Agreement is hereby deleted in its entirety and is replaced with a Revised Attachment G, Statement of Work and Budget, which is attached to and incorporated into this agreement and this Amendment No. 1 as Exhibit 1.

III. Entireties

Except as expressly amended herein, all other terms of the Agreement, as amended, remain unchanged, are in full force and effect, and are ratified and affirmed by the parties. By their execution and delivery of this Amendment No. 1 neither party waives or releases any default hereunder.

IV. Signatories

The undersigned signatories represent and warrant that they have full authority to enter into this Amendment No. 1 on behalf of the respective parties named below.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 in duplicate originals, each of which shall constitute only one instrument.

Texas Comptroller of Public Accounts

County of Hays

By: _____


Martin A. Hubert
Deputy Comptroller

Date: _____

9/9/10

By: _____

Elizabeth "Liz" Sumter
County Judge

Date: _____

ATTACHMENT G
Statement of Work and Budget

Hays County – Energy Efficiency and Conservation Block Grant Program

Type of Project & Description: Activity Category: (1) Building Audit and Retrofit

Hays County will conduct detailed Energy Audits of eleven (11) buildings.

Approved Budget Per Cost Category and Payment:

COST CATEGORY	BUDGET
Audit	\$0.00
Consultant	\$0.00
Travel	\$0.00
Subcontractor	\$100,000.00
Project equipment	\$15,153.00
Other Direct Operating Expense	0.00
Total Budget	\$115,153.00
Funds Leveraged	\$0

Total payments to ARRA-recipient under this Agreement shall not exceed **\$115,153** in accordance with the Agreement.

Tasks to be performed in completing the project: The ARRA-recipient shall complete all of the Tasks as set forth below and the ARRA-recipient shall provide information regarding such task. *(Task that includes purchasing equipment must include: how many, size, model, rating, etc. Please include the date you anticipate each task will be completed. The rows will expand as you type, add lines as necessary)*

Task	Timeline
Detailed Energy Audit of Hays County Courthouse, 111 E. San Antonio St., San Marcos	September – December 2010
Detailed Energy Audit of Hays County Health Department, 150 E. Lockhart St, Kyle, TX	September – December 2010
Detailed Energy Audit of Hays County Election Office #1, 401 C. Broadway, San Marcos	September – December 2010
Detailed Energy Audit of Hays County Juvenile Detention Center (3 bldgs), 2250 Clovis Barker, San Marcos	September – December 2010
Detailed Energy Audit of Hay County Health Dept., 401 A Broadway, San Marcos	September – December 2010
Detailed Energy Audit of Hays County Precinct #5 Office, 500 Jack C. Hays Trail (405 RR 2270) Buda	September – December 2010
Detailed Energy Audit of Hays County Road & Bridge (2bldgs.), 2171 Yarrington Road, Kyle	September – December 2010
Detailed Energy Audit of Hays County Jail, 1307 Uhland Rd., San Marcos	September – December 2010
Detailed Energy Audit of Hays County Public Safety Building, 1303 Uhland Road, San Marcos	September –

	December 2010
Detailed Energy Audit of Hays County Election Office #2, 401 C Broadway, San Marcos	September – December 2010
Detailed Energy Audit of Hays County Precinct #4 Offices, Dripping Springs, TX 78620	September – December 2010

*Projects selected as a result of the Audits **MUST** be approved by the SECO Stimulus Contract Manager prior to starting the activity. These projects, if any, will require amendment to this Statement of Work and Budget. Also note, buildings over 44 years of age will require review and release by the Texas Historical Commission prior to engaging in an activity.*

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 Change Order #1 with J.D. Ramming Paving Company, Inc., in the amount of \$2,310.00, for work on the Cedar Oak Mesa Water Improvement project.

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: \$2,310.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 146-753-99-045.5611

REQUESTED BY: Hauff

SPONSORED BY: Sumter

SUMMARY:

J.D. Ramming Paving Company, Inc. was selected as the low quote to conduct pavement repairs in the Cedar Oak Mesa area associated with the water line improvement project funded under a grant from the Texas Department of Rural Affairs. This Change Order is to install extended water valve sleeves in the pavement necessitated by the resurfacing of the roadway. The Change Order, in the amount of \$2,310.00, had to be expedited due to the termination date of the grant, which expires September 21, 2010.

Agenda Item Routing Form

DESCRIPTION OF Item: Ratify execution of Change Order #1 with J.D. Ramming Paving Company, Inc., in the amount of \$2,310.00, for work on the Cedar Oak Mesa Water Improvement project.

PREFERRED MEETING DATE REQUESTED: September 21, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$2,310.00

LINE ITEM NUMBER:146-753-99-045.5611

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: Paid for by the grant.

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: _____

A1103

Office of Rural Community Affairs Construction Contract Change Order Approval Request

Owner (Contractor Locality): Jeff Hauff, Grant Administrator, Hays County 111 E. San Antonio St., Ste. 303 San Marcos, Texas 78666 Phone #: 512-393-2211	Contract For (project description): Hays County Cedar Oaks Mesa W.S.C. Pavement Restoration Project	Date 9/13/10 Project No. 35017
Contractor: J.D. Ramming Paving Company, Inc. 16409 Bratton Lane Austin, Texas 78728 Agreement Date: 9/17/10 Phone #: 512-251-3713	Engineer: Hejl, Lee & Associates, Inc. 321 Ed Schmidt Blvd. Suite 100 Hutto, TX 78834 Phone #: 512-642-3282 Engineer's Project No. 35017	TxCDBG Contract No. 728190 Change Order No. 1-Final

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No.	Description of Changes-Quantities, Units, Unit Prices, Change in Completion Scheduled, Etc. (See Attached Spreadsheet)	Decrease in Contract Price	Increase in Contract Price
		\$ 0	\$2,310.00

Change in Contract Price		Change in Contract Time	
Original Contract Price:	\$ 34,001.00	Original Contract Time:	14 days
Previous Change Order(s) No. _____ to No. _____	\$ 0	Net Change From Previous Change Orders	0 days
Contract Price Prior to this Change Order	\$ 34,001.00	Contract Time Prior to this Change Order	14 days
Net Increase/Decrease of this Change Order	\$ 2,310.00	Net Increase/Decrease of this Change Order	6 days
Contract Price With all Approved Change Orders	\$ 36,311.00	Contract Time With all Approved Change Orders	20 days
Cumulative % Change in Contract Price: 6.79%			

TxCDBG reimbursement of costs approved by this change order is subject to approval by the Office.

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)
 Hejl, Lee & Associates, Inc.
 Date: 09/14/10

APPROVED:

By: [Signature]
OWNER (Authorized Signature)
 Hays County
 Date: 9/15/10

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)
 J.D. Ramming Paving Company,
 Inc.
 Date: 9-14-2010

P.2

TO: 2513709

SEP-14-2010 09:41A FROM: HEJL, LEE & ASSOCIATE (512) 642-3292

P.2

TO: 3932228

SEP-15-2010 08:28A FROM: HEJL, LEE & ASSOCIATE (512) 642-3292

HAYS COUNTY
CEDAR OAKS MESA W.S.C.
PAVEMENT RESTORATION PROJECT
CHANGE ORDER # 1
 TCDP CONTRACT NO. 728190
 HLA PROJECT NO.35017
 CONTRACTOR: J.D. RAMMING PAVING COMPANY, LTD.

UPDATED: 3/10/20

NO.	DESCRIPTION	UNIT	UNIT PRICE	Original Contract		Change Order # 1		Revised Contract	
				QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
1	TWO COURSE SURFACE TREATMENT, PAVEMENT REPAIR, COMPLETE IN PLACE	S.Y.	\$ 5.50	6,000	\$ 33,000.00			6,000	\$ 33,000.00
2	TRAFFIC CONTROL AND BARRICADES, COMPLETE IN PLACE	L.S.	1,000.00	1	1,000.00			1	1,000.00
3	TREE PROTECTION, TEMPORARY EROSION CONTROL INCLUDING SILT FENCE & ROCK BERM, COMPLETE IN PLACE	L.S.	1.00	1	1.00			1	1.00
4	WATER VALVE ADJUSTMENT, COMPLETE IN PLACE	EA.	392.50			12	2,310.00	12	2,310.00
TOTAL AMOUNT BID					\$ 34,001.00		\$ 2,310.00		\$ 36,311.00

Recommended By:


 HEJL, LEE & ASSOCIATES, INC.

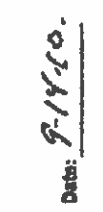
Date:


 09/14/10

Accepted By:


 J.D. RAMMING PAVING COMPANY, LTD.

Date:


 9-14-10

Approved By:


 HAYS COUNTY

Date:


 9/15/10

TDC

35017 PAVING CHANGE ORDER # 1.xls

JUSTIFICATION FOR CHANGE

Grant Recipient: Hays County

TxCDBG Contract No.:728180

Change Order No.1-Final

1. Will this Change Order increase or decrease the number of beneficiaries?	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
If there is a change, how many beneficiaries will be affected?	Total ____ L/M ____		
2. Effect of this change on scope of work:	<input checked="" type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input type="checkbox"/> No Change
3. Effect on operation and maintenance costs:	<input type="checkbox"/> Increase	<input type="checkbox"/> Decrease	<input checked="" type="checkbox"/> No Change
4. Are all prices in the change order dependent upon unit prices found in the original bid?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If "No", explain:	The item includes raising valve casings to match grade of pavement improvements.		
5. Will this change be completed within the contract period?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
If "No", expected completion date:	(completion date)		
6. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If "Yes", is an Environmental Re-assessment required?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
7. Is the Texas Commission on Environmental Quality (TCEQ) clearance still valid?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
8. Is the TCEQ permit approval still valid? (sewer projects only)	N/A <input type="checkbox"/> Yes <input type="checkbox"/> No		
9. Are the handicapped access requirements/approval still valid (if applicable)?	N/A <input type="checkbox"/> Yes <input type="checkbox"/> No		
10. Are other TxCDBG contractual special condition clearance still valid? (if no, specify):	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Notice: * Generally, a cumulative change in the contract price in excess of 25% cannot be approved.

* Generally, items not included or identifying unit costs in the original bid documents cannot be approved as change order items.

See TxCDBG Project Implementation Manual Section 6.2.4.

P.3

10:2513709

SEP-14-2010 09:41A FROM:HEJL.LEE & ASSOCIATE (512) 642-3292

P.4

10:3932228

SEP-15-2010 08:28A FROM:HEJL.LEE & ASSOCIATE (512) 642-3292

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 additional contributions for Historical Commission/Buck Winn Project totaling \$2700.00 and Budget for expenses

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

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: \$ 2700.00

LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-676-00-055.4610

REQUESTED BY: Kate Johnson/Auditors Office

SPONSORED BY: Ingalsbe

SUMMARY:

Historical Commission has received additional contributions of \$2,700 and needs to budget that amount for needed expenses

See Budget Amendment

Agenda Item Routing Form

DESCRIPTION OF Item: Accept additional contributions for Historical Commission/Buck Winn Project totaling \$2700.00 and Budget for expenses

PREFERRED MEETING DATE REQUESTED: September 21, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$2700.00

LINE ITEM NUMBER:001-676-00-055.4610

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Authorize Purchasing to prepare specifications for Request for Qualifications for an environmental monitor associated with the McGregor Lane Project and solicit for proposal and advertise.

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

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: TBD

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: FORD

SPONSORED BY: FORD

SUMMARY: Per the Construction Mitigation Agreement between Hays County and the Hill Country Conservancy, this RFQ will seek an environmental monitor to oversee the construction activities on the McGregor Lane bridge project.

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 commercial septic permit for the RPTP facility on Yarrington Road.

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Borcharding

SPONSORED BY: Ingalsbe

SUMMARY:

A new septic system is required for the new facility.

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 October 5, 2010 to establish traffic regulations in Deer Creek subdivision.

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ford

SUMMARY:

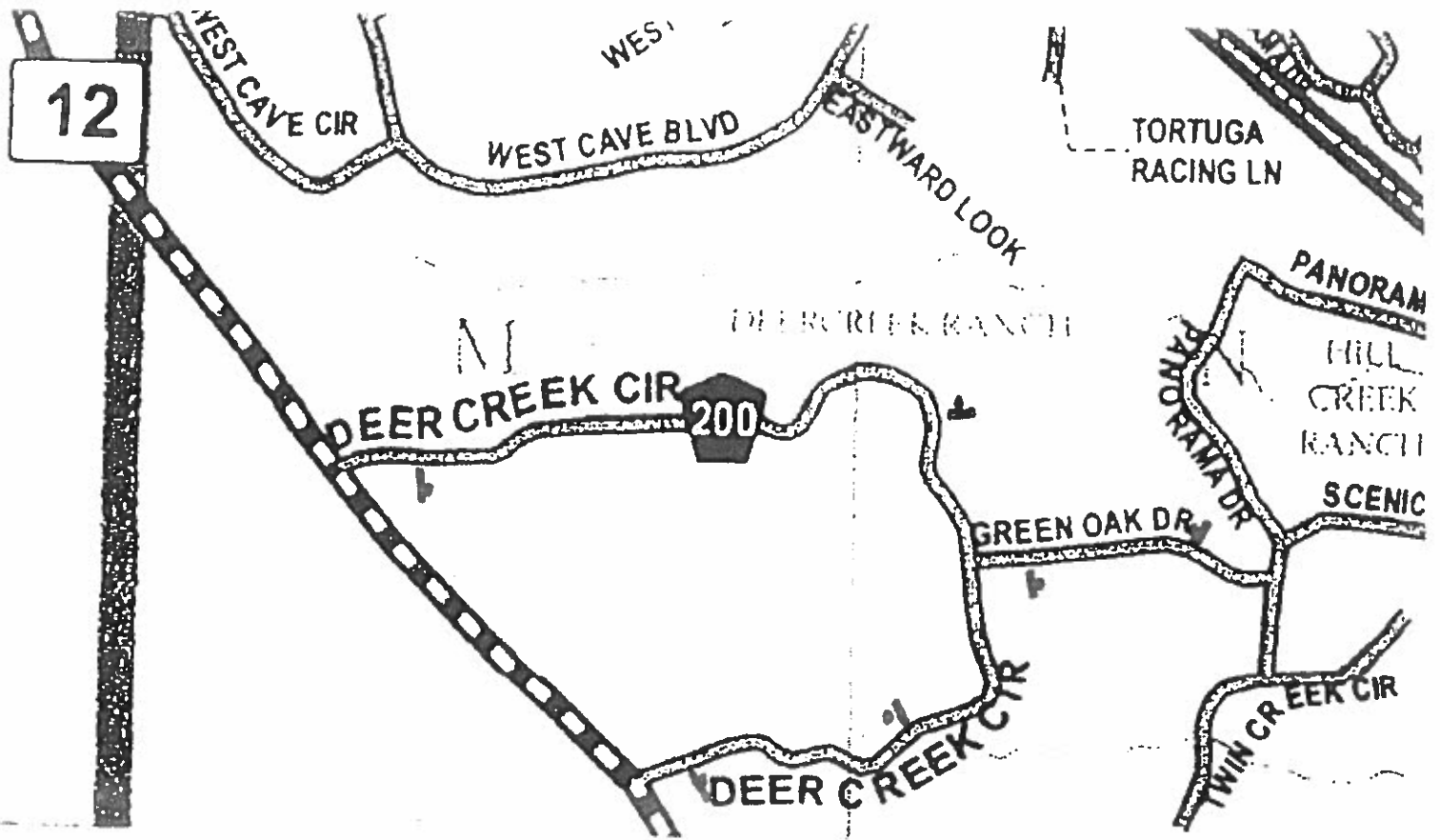
To establish: a speed limit of 25 MPH on Deer Creek Circle and on Green Oak Drive in Deer Creek subdivision.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:



4 Signs – Deer Creek Circle
2 Signs – Green Oak Drive

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:

10-17-4 Bush Ranch Phase 2 Section 1. Discussion and possible action to consider approval of preliminary plan.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

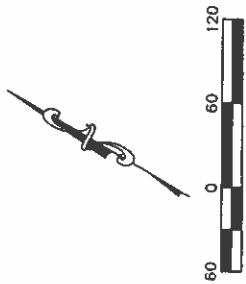
SPONSORED BY: Ford

SUMMARY:

The Bush Ranch Subdivision is located on HWY 290 across from Nutty Brown rd in precinct 4. Phase 2 is located immediately west of Phase 1 and is still served by Hays County M.U.D. #4 for wastewater and storm water service. Section 1 consists of a 4.89 acre commercial lot located at the southwest corner of the property. Water service will be provided by the Lower Colorado River Authority. The future uses of all sections in Phase 2 is currently unknown but all sections are required to comply with current Hays County Regulations including water/wastewater availability and storm water conveyance.

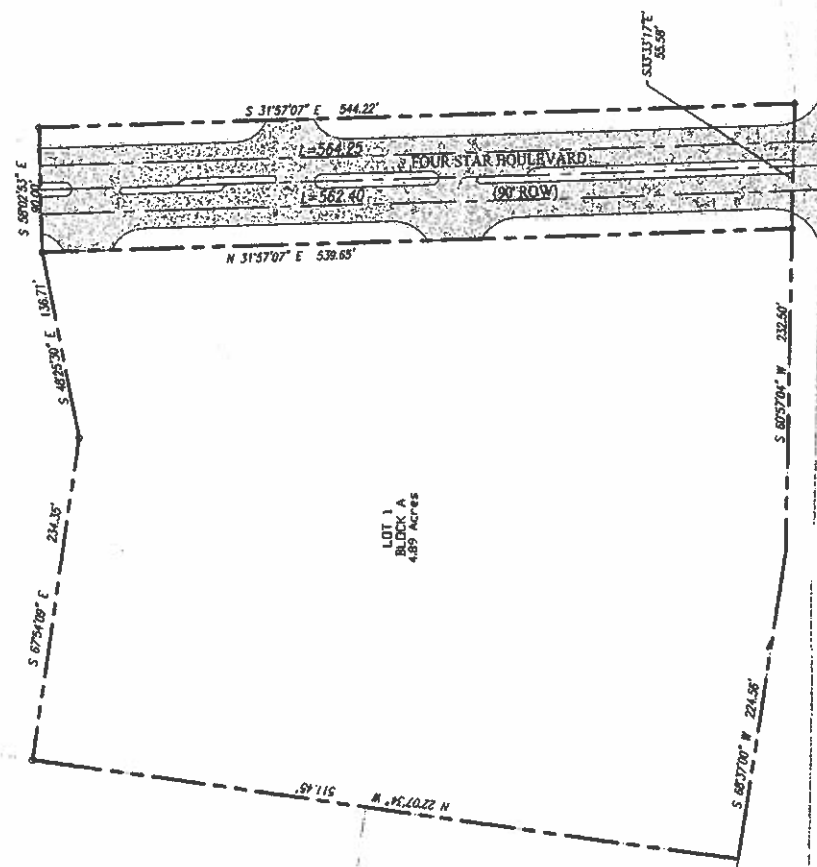
[illegible]

TWO-A



LEGEND

— PROPOSED PROPERTY LINE
- - - PROPOSED ROADWAY
◊ LOT PIN



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:

10-21-4 Revised plat of Lot 1B and 1C J.M.J. Subdivision. Discussion and possible action to consider waiver of preliminary plan and public hearing; approve final plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Ford

SUMMARY:

The J.M.J. Subdivision consists of 3 lots platted in 2004. At that time it consisted of a 24.29 acre lot, a 6.57 acre lot, and a 6.22 acre lot. The proposed subdivision will add 4.29 acres from lot 1C to lot 1B bringing the total acreage of lot 1B to 10.86 acres total. This change is not an increase in density and is merely a movement of lot line location; therefore a request has been made to waive preliminary plan and public notification. Both lots will be served by existing wells and on site-sewage facilities.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

**APPROVE THE 2011 SHERIFF AND CONSTABLES FEES
PURSUANT TO LOCAL GOVERNMENT CODE 118.131**

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

PREFERRED MEETING DATE REQUESTED: SEPTEMBER 21, 2010

AMOUNT REQUIRED: -0-

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:

The law requires each Commissioners Court to set fees charged for civil services by the offices of the Sheriff and Constables and directs that these fees be reported to the State Comptroller. Each year these fees must be set before October 1st and reported to the Comptroller's office no later than October 15th. The new fees become effective on January 1st.

Constable Pct. 3 Darrell Ayres will be present to answer any questions. Some of the Writs increased from \$150 to \$200 and a \$10 per hour fee to be charged for use of county patrol vehicle for certain functions was added.



**HAYS COUNTY, TEXAS
SHERIFF AND CONSTABLE FEES - 2011**

CITATION – ALL COURTS	\$ 65.00
EXECUTING A DEED	\$ 65.00
EXECUTING OF BILL OF SALE	\$ 65.00
FORCIBLE DETAINER	\$ 65.00
INJUNCTION	\$ 65.00
NOTICE OF PUBLICATION	\$ 65.00
NOTICE OF TRUSTEE'S SALE	\$ 65.00
ORDER OF SALE	\$ 200.00
POSTING A PUBLIC NOTICE	\$ 30.00 each location
PRECEPT	\$ 65.00
SHOW CAUSE ORDER	\$ 65.00
SUBPOENAS	\$ 65.00
SUMMONS	\$ 65.00
TEMPORARY RESTRAINING ORDER	\$ 65.00
USE OF COUNTY PATROL VEHICLE FOR CERTAIN FUNCTIONS	\$10.00 per hour
WRIT OF ATTACHMENT (PERSON) OR CAPIAS	\$ 150.00
WRIT OF GARNISHMENT	\$ 75.00
WRIT OF EXECUTION	\$ 200.00
WRIT OF POSSESSION	\$ 200.00
WRIT OF SEQUESTRATION	\$ 200.00
WRITS – ALL OTHER	\$ 200.00

New

New

was \$150

COMMISSION for collecting money on an Execution or Order of Sale when the same is made by a sale. Total Judgment amount to be broken down as follows:

For the first	\$ 5,000.00 = 10%
\$ 5,001.00 up to	\$20,000.00 = 5%
\$20,001.00 and	UP = 2%

When the money is collected without a sale, the fee shall be ½ of the above rates.

Adopted on this SEPTEMBER 21, 2010, pursuant to Local Government Code §118.131.

HAYS COUNTY COMMISSIONERS' COURT

ATTEST:

Elizabeth Sumter, County Judge

Linda C. Fritsche, County Clerk

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

ACCEPT RESULTS OF BALLOTS RECEIVED FROM RECORD OWNERS OF PROPERTY IN THE INDIAN CREEK RANCH SUBDIVISION REGARDING IMPROVEMENTS AND ASSESSMENT OF THE COST PURSUANT TO TEXAS TRANSPORTATION CODE CHAPTER 253 WITH ACTION ORDERING THE IMPROVEMENTS AND ASSESSING THE COST OF THE IMPROVEMENTS

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

PREFERRED MEETING DATE REQUESTED: SEPTEMBER 21, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCH

SPONSORED BY: SUMTER

SUMMARY:

RESULTS OF THE RETURNED BALLOTS WILL BE PRESENTED IN COURT.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to establish an Economic Development Policy Committee.

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

PREFERRED MEETING DATE REQUESTED: September 21, 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.

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 renew Agreement for Alternative Dispute Resolution Services with Central Texas Alternative Dispute Resolution, Inc.

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: 20,000

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY:

Liz Sumter

From: Anna Bartkowski [director@hcdrc.org]
Sent: Wednesday, July 28, 2010 11:13 AM
To: Liz Sumter
Cc: 'Anna Bartkowski'
Subject: DRC Contract
Attachments: image002.jpg; Pro Forma for 2011 7.28.10.pdf; DRC contract_hays_county-2011.docx

Hello, Liz.

I hope you are having a wonderful summer. Please find attached the draft of next year's contract between the DRC and Hays County.

Also attached is the Pro Forma for next year. The Pro Forma is a conservative view of our finances if things remain status quo. It does not account for growth in either filing or programming, nor does it account for additional revenue for grants/fundraising. If things remain as they are, we are looking at \$20,000 in additional funding needed for next year.

Please do not hesitate to contact me with questions or comments. Thank you!

Warm regards,



Anna Bartkowski
Executive Director,
Hays County DRC
829 N. LBJ #108
San Marcos, TX 78666
(512) 878-0382

**Hays DRC
Pro Forms**

Annual Profit and Loss YR 2

	Q1			Q2			Q3			Q4			TOTAL
Monthly Revenue	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
Filing Fees - courts	3200	3200	3200	3296	3296	3296	3395	3395	3395	3497	3497	3497	40163
Mediation Fees	300	300	300	400	400	400	500	500	500	500	500	500	5100
Training Fees	0	0	500	0	0	5000	0	0	500	0	2000	0	8000
Total Month Revenue	3500	3500	4000	3696	3696	8696	3895	3895	4395	3997	5997	3997	53263
Monthly Expenses													
Payroll	3500	3500	3500	3500	3500	3500	4000	4000	4000	4000	4000	4000	45000
Payroll Expenses	268	268	268	268	268	268	307	307	307	307	307	307	3450
Rent	780	780	780	780	780	780	780	780	780	820	820	820	9480
Telephone	120	120	120	120	120	120	120	120	120	120	120	120	1440
Utilities	125	125	125	125	125	125	125	125	125	125	125	125	1500
Advertising	150	150	150	150	150	150	150	150	150	150	150	150	1800
Office Supplies	150	150	150	150	150	150	150	150	150	150	150	150	1800
Professional Fees	0	0	300	0	0	300	0	0	300	0	0	300	1200
Travel/Meet Expenses	75	75	75	75	75	75	75	75	75	75	75	75	900
Maintenance and Rep	100	100	100	100	100	100	100	100	100	100	100	100	1200
Training Expenses	0	0	0	0	0	500	0	0	0	0	200	0	700
Insurance	202	202	202	202	202	202	202	202	202	202	202	202	2423
Taxes	0	0	0	0	0	0	0	0	0	0	0	0	0
Interest	0	0	0	0	0	0	0	0	0	0	0	0	0
Depreciation	200	200	200	200	200	200	200	200	200	200	200	200	2400
Other Expenses	175	175	175	175	175	175	175	175	175	175	175	175	2100
Total Monthly Expenses	5845	5845	6145	5845	5845	6645	6384	6384	6684	6424	6624	6724	75393
Total Monthly P&L	(\$2,345)	(\$2,345)	(\$2,145)	(\$2,149)	(\$2,149)	\$2,051	(\$2,489)	(\$2,489)	(\$2,289)	(\$2,427)	(\$627)	(\$2,727)	(\$22,130)
Quarterly P&L			(6835)			(2247)			(7267)			(5782)	

AGREEMENT FOR ALTERNATIVE DISPUTE RESOLUTION SERVICES

This Agreement for Alternative Dispute Resolution Services (hereinafter referred to as the "Agreement") is by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as the "County") and Central Texas Alternative Dispute Resolution, Inc., d/b/a Hays County Dispute Resolution Center, a Texas nonprofit corporation (hereinafter referred to as the "DRC"). In this Agreement, the County and the DRC sometimes are referred to jointly as the "Parties" and individually as a "Party."

WHEREAS, the DRC is a Texas nonprofit corporation serving Central Texas, whose principal purpose is to provide the citizens of the County and surrounding counties with access to affordable, quality, effective, alternative dispute resolution ("ADR") services, including mediation, negotiation, facilitation, and conciliation; and

WHEREAS, the DRC's other purposes include providing the citizens of the County and surrounding counties with education and training regarding ADR services, including mediation, negotiation, facilitation, and conciliation; and

WHEREAS, the County finds significant public benefit in providing a more-peaceable atmosphere in the community, relieving any crowded court dockets, reducing the costs of litigation, and saving the County's taxpayers money by making available to the County's residents access to affordable, quality, effective ADR services, including mediation, negotiation, facilitation, and conciliation, as well as education and training regarding ADR services;

THEREFORE, in consideration of the promises and covenants exchanged below, the Parties agree to the following:

I. RESPONSIBILITIES OF THE DRC

A. To Provide ADR Programs and Services. The DRC will be responsible for providing ADR programs and services to the County's residents. The programs and services will include, but not be limited to, those described in this paragraph.

1. Court-Annexed Mediations. The DRC's programs and services will include mediation of court-referred civil cases from the district courts, county courts-at-law, or justice of the peace courts, with particular emphasis being given to pro-se cases, cases involving at least one indigent party, cases involving an amount in dispute of \$50,000.00 or less, and divorce, child-conservatorship, and child-support cases. The DRC may accept, at its sole discretion, cases originating from the Department of Family Protective Services, as long as those cases do not cause an undue burden on the DRC's personnel and/or resources. The Executive Director and other DRC staff will work in concert with the County's judges and court coordinators to determine which cases are best-suited and most-appropriate for referral to mediation.

2. Community-Based Mediations. The DRC's programs and services will also encompass mediation of disputes that might arise between neighbors, employers and employees,

landlords and tenants, consumers and merchants, or other parties seeking to resolve disputes without the use of litigation. The intent behind offering such services to the community is to make the County a more-peaceable community in which to live, work and transact business.

3. Education and Training. The DRC will provide programs to educate the County's citizens regarding the benefits of ADR techniques, and it will dispense information about resolving disputes in positive, non-violent ways. The DRC's programs and services will include the training of volunteer mediators to serve the community.

B. To Provide Reporting, Requests for Payment, and Management of Programs and Services. The DRC will provide the County with reports of activities and requests for payment as follows:

1. Reports. The DRC will provide the County with detailed quarterly and cumulative annual reports regarding (a) its activities, including sources, disposition, and/or current status of all cases completed or pending during each respective period, and (b) its financial status, including revenues and expenditures, for each of those same periods.

2. Requests for Payment. The DRC will provide the County with monthly requests for funds to be paid to the DRC from the Alternative Dispute Resolution System Fund. Said monthly requests will contain such reasonable information and details regarding expenses and application of funds as the County Auditor, or his designee, deems necessary.

3. Management of Programs and Services. The DRC will manage its own programs and services and implement rules, procedures, and policies that control or direct all affairs of its programs and services. The DRC will also maintain and administer one or more operating accounts separate and distinct from the County's ADR System Fund. The DRC's operating account(s) may be funded by user fees, grants, donations, fundraising activities, and funds from other programs and services, in addition to any amounts provided by the County. The County Auditor shall have a right, upon provision of reasonable written notice to DRC, to review and audit all DRC accounts, regardless of the funding source(s) for those accounts. All reviewing and auditing of DRC accounts shall be performed during regular business hours.

C. To Provide Evidence of Insurance. The DRC will maintain in full force and effect, during the entire term of this Agreement, a policy of general liability insurance in which the limits shall not be less than \$100,000.00 for each person and \$300,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for destruction of property. The policy will name the County and the DRC as insured parties, and it will contain a clause that the insurer will not cancel or change the insurance without first giving the County at least ten days' prior written notice. The insurance will be from a company acceptable to the County's Insurance Department, and a copy of the policy or certification of insurance will be delivered to the County.

II. RESPONSIBILITIES OF THE COUNTY

A. To Maintain and Administer an ADR System Fund. In accordance with the provisions of Section 152.004 of the Texas Civil Practice and Remedies Code, the County has established and is administering, and will continue to administer during the term of this Agreement, an ADR system fund by taxing and collecting a fee of \$15.00 per filing, paid as other court costs, on all civil cases filed in the County at both the district and county court levels, and \$5.00 per filing on all civil cases filed in the justice of the peace courts, excluding (1) suits filed by the County, (2) suits for delinquent taxes, (3) condemnation proceedings under Chapter 21 of the Texas Property Code, and (4) proceedings under Subtitle C of Title 7 of the Texas Health and Safety Code.

B. To Compensate the DRC for ADR Programs and Services. The filing fees collected by the County pursuant to Section 152.054 of the Texas Civil Practice and Remedies Code are to be held in the County Treasury in the ADR System Fund. In exchange for the DRC's programs and services, the County will pay the fees held in the ADR system fund to the DRC on a monthly basis, in accordance with the monthly requests for payment that the DRC will submit to the County as provided in this Agreement. The County will also provide funds in the amount of \$20,000.00, to be paid to the DRC within fifteen (15) business days of the execution of this Agreement. The County, at the DRC's request, will also consider additional budget requests to assist the DRC in establishing and maintaining financial viability during the term of this Agreement. All payments, including payment amounts, are subject to the approval of the County Auditor before payment.

III. OTHER TERMS AND CONDITIONS

A. Availability of Funds. Both Parties understand that, other than the additional funds of \$20,000.00 and any additional funds granted after consideration of any additional budget requests received from the DRC, the only funds available from the County for distribution to the DRC for services described in this Agreement will be the funds collected as fees and available in the ADR system fund, which funds will be paid to the DRC for services as provided in this Agreement.

B. Relationship of the Parties. At all times and for all purposes hereunder, the DRC will be an independent contractor, not a County employee. No statement contained in this Agreement will be construed so as to find any employee of the DRC an employee of the County. The DRC, its agents, employees, officers, and directors, will be entitled to none of the rights, privileges, or benefits of County employment unless the County so authorizes. The DRC is and will remain an independent agency with respect to all programs and services it performs under this Agreement.

C. DRC's Relationships with Others. The DRC reserves the right to establish relationships with, and to provide ADR programs and services for, other public and private entities and individuals.

D. Parties in Interest. This Agreement will bind and benefit the County and the DRC and will not bestow any rights upon a third party.

E. Term and Termination; Extension and Renewal. This Agreement will be in full force and effect from October 1, 2010 through September 30, 2011, unless otherwise terminated prior to that time by a Party as provided under the terms of this Agreement. This Agreement may be renewed and extended at the end of the primary term, or of any renewal term, by mutual agreement for an additional one-year term, subject to the express written approval of the Commissioners Court of the County. A Party may terminate its performance under this Agreement either upon default by the other Party or without fault by written consent of both parties to terminate the agreement. Should a default occur, the Party against whom the default has occurred shall have the right to terminate all or part of its duties under the terms of this Agreement as of the thirtieth (30th) day following the receipt, by the defaulting Party, of notice describing such default(s) and the intention of the other Party to terminate, provided that: 1) such termination will be ineffective if within said thirty-day period the defaulting Party cures the default, or 2) such termination may, at the sole election of the Party against whom the default has occurred, be stayed pending the cure of the default.

F. Non-Waiver. Failure of either Party to insist on the strict performance of any of the covenants or promises herein, or to exercise any rights or remedies provided for herein, upon default or failure of performance will not be considered a waiver of the right to insist on and to enforce by an appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future default or failure of performance.

G. Applicable Laws. This Agreement is subject to, and will be construed in accordance with, the laws of the State of Texas, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction. This Agreement is performable in Hays County, Texas.

H. Notice. All notices required or permitted hereunder will be in writing and addressed to the respective officer of the other Party at the address described below or at such other address as the receiving Party may have prescribed by notice to the sending Party:

County: County Judge
Hays County Commissioners Court
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

DRC: Anna Bartkowski
Executive Director
Hays County Dispute Resolution
Center
829 N. LBJ, Suite 108
San Marcos, Texas 78666

I. Ambiguities. If there are any ambiguities in the interpretation or enforcement of any terms of this Agreement, those ambiguities will not be construed for, or against, any Party on the basis that said Party did or did not author same.

J. Entire Agreement; Amendment. This Agreement contains all of the covenants and promises of the Parties relating to the subject matter hereof, and is the full expression of the contract between the Parties. Any amendment to this Agreement will be of no force or effect unless it is in writing and signed by both Parties.

K. Severability. If one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

L. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be considered an original and all of which, taken together, will constitute one and the same instrument.

HAYS COUNTY, TEXAS

**CENTRAL TEXAS ALTERNATIVE
DISPUTE RESOLUTION, INC.**

By: _____
Liz Sumter, County Judge
Hays County Commissioners Court

By: _____
Anna Bartkowski, Executive Director
Central Texas Alternative Dispute
Resolution, Inc.

Approved by the Hays County Judge and the Hays County Commissioners Court on this _____ day of _____, 2010.

ATTEST:

BY: _____
Linda Fritsche, Hays County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$_____ from the ADR System Fund, and the amount of \$_____ from account _____ to pay the obligation of Hays County under and within the foregoing contract.

BY: _____
Bill Herzog, Hays County Auditor

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 Construction Mitigation Agreement between Hays County and the Hill Country Conservancy related to ROW acquisition and road improvements on McGregor Lane in Precinct 4.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: \$7,950

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FORD

SPONSORED BY: FORD

SUMMARY:

To enhance and ensure the County's commitment to protect the Conservation Values associated with the Conservation Easement that lies to the west of the McGregor Lane bridge project, the HCC has proposed this Construction Mitigation Agreement, which, among other things, establishes the use of a monitor during the pendency of construction. Costs associated with this Agreement represent reimbursement of HCC for their reasonable expenses related to acquisition and independent monitoring of improvements.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to execute a Construction Mitigation Agreement between Hays County and the Hill Country Conservancy related to ROW acquisition and road improvements on McGregor Lane in Precinct 4.

PREFERRED MEETING DATE REQUESTED: September 21, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$7,950.00

LINE ITEM NUMBER: 025-804-96-881.5611

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

CONSTRUCTION MITIGATION AGREEMENT

This Construction Mitigation Agreement (this "*Agreement*") is entered into by and between Hays County, a Texas political subdivision (the "*County*") and Hill Country Conservancy, a Texas non-profit corporation ("*HCC*").

RECITALS:

A. The Nature Conservancy ("*TNC*") created and reserved to itself a conservation easement (as amended, the "*Conservation Easement*") pursuant to that certain Warranty Deed recorded on May 31, 2000, in Volume 1675, Page 734, Official Public Records of Hays County, Texas (the "*Deed*"). The Conservation Easement is on approximately 1300.58 acres of land, more particularly described in the Deed (the "*Protected Property*").

B. The Conservation Easement was amended by that certain First Amendment to Reservation of Conservation Easement dated effective August 2, 2004, by and between TNC and HCC, and recorded in Volume 2519, Page 66, Official Public Records of Hays County, Texas.

C. TNC assigned the Conservation Easement to HCC pursuant to that certain Assignment and Acceptance of Conservation Easement dated effective May 15, 2008, by and between TNC and HCC, recorded in Volume 3405, Page 864, Official Public Records of Hays County, Texas (the "*Assignment*"). HCC is the current owner and holder of the Conservation Easement.

D. The Conservation Easement was amended by that certain Second Amendment to Reservation of Conservation Easement dated effective December 22, 2009, by and between TNC and HCC, and recorded in Volume _____, Page _____, Official Public Records of Hays County, Texas.

E. By letter dated March 18, 2010 from the County to HCC (the "*Offer Letter*"), the County offered to purchase by eminent domain up to 0.21 acres of land out of the Protected Property, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "*Condemned Area*"), including HCC's interest in the Condemned Area, to be utilized for the purpose of constructing and using certain right-of-way improvements within the Condemned Area (the "*ROW Improvements*"). The County, by resolution of the Hays County Commissioners Court on September 14, 2010, determined that there are no feasible or prudent alternatives to its plan to construct the ROW Improvements as further described below.

~~EF.~~ HCC has expressed concern regarding the effect that the construction and use of the ROW Improvements may have on the Conservation Values ~~of the Protected Property (as set forth~~(as defined in the Conservation Easement) and the County has agreed to protect such Conservation Values in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the County and HCC do hereby agree as follows:

~~1. Condemned Area. The Condemned Area is generally depicted on **Exhibit "A"** attached hereto. Prior to the conveyance of the Condemned Area to the County and commencement of any construction activities thereon (including site preparation), the County shall, at its sole cost, obtain and deliver to HCC two (2) copies of a current on the ground survey of the Condemned Area (which shall not exceed 0.21 acres of land), together with a metes and bounds description thereof (the "**Survey**"), prepared and certified as to all matters shown thereon by a registered surveyor **reasonably satisfactory to HCC** (the "**Surveyor**"). The Survey will (a) be dated subsequent to the Effective Date; (b) include the written certification of the Surveyor as to the number of square feet within the perimeter boundary of the Condemned Area, which shall be calculated in accordance with standard methods of calculation generally accepted by surveyors in the State of Texas; and (c) shall comply with the standards of a Category 1A, Condition III survey as specified by the latest edition of the Manual of Practice for Land Surveying in Texas published by the Texas Society of Professional Surveyor(s). Upon approval of the Survey by the County and HCC (such approval not to be unreasonably withheld, conditioned or delayed), this Agreement shall be deemed to be amended to delete the description for the Condemned Area included herein as **Exhibit "A"**, and to substitute therefore as appropriate the legal descriptions for such area provided by the Surveyor.~~

1. **2. Construction.** The County agrees that (a) it will not conduct, or cause to be conducted, any activities in the Protected Property (except in the Condemned Area as specifically allowed in this Agreement or to perform remediation and/or mitigation as described by Section 3, below) and (b) all activities in the Condemned Area related to the construction of any improvements must be performed in substantial material compliance with the terms and conditions set forth in the plans and specifications for the ROW Improvements more particularly described on Exhibit "B" attached hereto (the "**Plans**").

2. **3. No Adverse Effect.** The construction and use of the ROW Improvements must not cause any materially adverse effect on any portion of the Protected Property (other than the Condemned Area) or any of the Conservation Values ~~set forth in the Conservation Easement~~. The County agrees to use its best efforts to prevent any such adverse effects and to promptly take all reasonable actions necessary to correct and mitigate any ~~such~~ adverse effects that may ~~occur~~ arise out of or relate to the construction or use of the ROW Improvements. Without limiting the generality of the foregoing, in the event that HCC determines the Conservation Values or any portion of the Protected Property (other than the Condemned Area) have been adversely effected by the construction or use of the ROW Improvements or believes in its reasonable discretion that imminent harm may occur as a result of such construction or use of the ROW Improvements, then HCC shall immediately promptly notify the County by telephone and in writing and the County shall commence necessary action to remediate or prevent any damage to the Conservation Values and Protected Property within no more than five (5) business days after the County's receipt of ~~written~~ notice thereof and, thereafter, the County shall diligently and continuously pursue such remediation or mitigation to completion. A Right of Entry Agreement in a form substantially similar to Exhibit "C", attached hereto, shall be executed by and between the County and the fee simple ~~owner~~ owners of the Protected Property, which will allow the County to enter the Protected Property outside the Condemned Area for the sole purpose of performing remediation and mitigation, as needed. If the County fails to timely take all such corrective measures, HCC may take such actions that it believes necessary to correct, remediate and/or mitigate against such adverse effects and demand reimbursement from the County of any

and all reasonably-related expenses. ~~Reimbursement of HCC's expenses in lieu of corrective measures being taken directly by the County shall not be unreasonably withheld~~ (including, without limitation, any legal expenses incurred by HCC in the enforcement of its rights hereunder). The County agrees to reimburse HCC for its expenses incurred under this paragraph 2 within 30 days after delivery to the County of reasonable evidence supporting such expenses. HCC shall also have all remedies against the County otherwise provided to the holder of the Conservation Easement pursuant to the terms thereof.

3. Bond. The County agrees that the contractor performing the construction of the ROW Improvements shall be fully bonded in compliance with all County requirements and usual practices. Such bond shall cover any and all damages to the Conservation Values caused by such contractor or its subcontractors and all such damages caused by a failure to construct the ROW Improvements as required herein. HCC shall be made a third party beneficiary of such bond and, prior to the commencement of any work on the ROW Improvements, the County shall deliver to HCC evidence thereof that is reasonably satisfactory to HCC.

4. Monitoring. The County shall engage, at its sole expense, a qualified independent third party consultant mutually acceptable to the County and HCC (the "Monitoring Consultant") to monitor the construction of the ROW Improvements and ensure its compliance with the Plans. ~~Such consultant shall be required in its contract with the County~~ The terms of the service contract between the County and the Monitoring Consultant (the "Monitoring Contract") shall require the Monitoring Consultant to be on site at the Condemned Area as necessary to ensure that construction of the ROW Improvements comply with the Plans and to promptly identify and notify the parties of any damages to the Conservation Values or any conditions which could cause damage to the Conservation Values. Without limiting the generality of the foregoing, the Monitoring Consultant shall also be required to be on site at the Condemned Area (a) at least one time per week commencing with site preparation for the ROW Improvements and continuing through completion of construction and (b) immediately prior to and promptly following any weather event (such as heavy rains) or other environmental condition that could reasonably cause damage to the Conservation Values. The Monitoring Consultant shall be required to promptly report to HCC and the County any ~~construction~~ activities that violate the Plans or that may cause any adverse impacts to the Conservation Values or the Protected Property. In such event, the County shall cease any further construction activities until such violation is corrected and the risk of adverse impacts is mitigated to the reasonable satisfaction of ~~such consultant~~ the Monitoring Consultant. HCC shall have the right to approve the terms of the Monitoring Contract (such approval not to be unreasonably withheld).

5. Expenses. The County agrees to reimburse HCC for all of its costs and expenses incurred in connection with the negotiation and preparation of this Agreement and the monitoring of the County's performance hereunder (including, without limitation, legal expenses and staff and overhead expenses ~~reason,~~) in an amount not to exceed \$ _____ and its reasonable costs for engineering consultants. The County agrees to reimburse HCC for its expenses incurred under this paragraph 4 within 30 days after delivery to the County of reasonable evidence supporting such expenses. In the event the construction of the ROW Improvements are not complete within 9 months after commencement of construction, HCC and the County will agree to an equitable adjustment of the above expense cap.

6. Notices. Any notices contemplated to be given pursuant to this Agreement shall be in writing and shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address set forth below, or upon actual receipt when delivered by facsimile or by hand as evidenced by written acknowledgment of such delivery. Any address for notice may be changed by written notice delivered as provided herein.

HCC:	Hill Country Conservancy 221 West 6th Street 3rd Floor Austin, Texas 78701 Attn: George Cofer Tel: (512) 328-2481, Ext. 3 Fax: (512) 732-0268	With a copy to:	Jackson Walker L.L.P. 100 Congress Avenue Suite 1100 Austin, Texas 78701 Attn: Jerry Webberman Tel: (512) 236-2270 Fax: (512) 391-2155
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The County:	<u>Karen Ford</u> Hays County, Texas <u>Commissioner</u> 111 East San Antonio Suite 204 San Marcos, Texas 78666 Attn: Mark Kennedy (or successor) Tel: (512) 393-2208 Fax: (512) 393-2246 <u>Pct 4</u> <u>195 Roger Hanks Parkway</u> <u>Dripping Springs, TX 78620</u>	With a copy to:	Karen Ford Hays County Commissioner, <u>Texas</u> Pct 4 195 Roger Hanks Parkway Dripping Springs, TX 78620 <u>111 East San Antonio</u> <u>Suite 204</u> <u>San Marcos, Texas 78666</u> <u>Attn: Mark Kennedy (or</u> <u>successor)</u> <u>Tel: (512) 393-2208</u> <u>Fax: (512) 393-2246</u>
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7. Force Majeure. If, by reason of Force Majeure, any party shall be rendered wholly or partially unable to carry out its obligations under this Agreement after the Effective Date, then such party shall give written notice of the particulars of such Force Majeure to the other Parties within a reasonable time after the occurrences thereof. The obligations of the Party giving such notice, to the extent by such Force Majeure, shall be suspended during the continuance of the inability claimed and for no longer period, and any such party shall in good faith exercise its best efforts to remove and overcome such inability. Force Majeure will not relieve any party from making payments otherwise required under this Agreement. The term "*Force Majeure*" as utilized herein shall mean and refer to acts of God; strikes, lockouts or other disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas, or any other civil or military authority; insurrections; riots; epidemics; earthquakes; lightning; fires; hurricanes; storms; floods; washouts; or other natural disasters; arrests; restraint of government and people; civil disturbances; explosions; or other causes not reasonably within the control of the party claiming such inability.

8. Assignment. No party will sell, assign or in any manner transfer its interest in this Agreement, in whole or in part, without the written consent of the other parties, which shall not be unreasonably withheld. Assignments made in violation of this provision shall be void.

9. No Third Party Beneficiaries. This Agreement shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third party beneficiary of this Agreement.

10. Severability. If any word, phrase, clause, sentence, paragraph, section or other portion of this Agreement is held to be invalid for any reason by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if such invalid portion had never been contained herein and the provisions of this Agreement are expressly deemed severable for this purpose.

11. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof. No change, amendment or modification of this Agreement shall be valid or binding upon the parties hereto unless such change, amendment or modification shall be in writing and duly executed by each of the parties.

12. No Amendment of Other Agreements. Unless otherwise expressly stipulated herein, this Agreement is separate from and shall not constitute an amendment or modification of any other agreement between the parties.

13. Applicable Law; Venue. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue for any action arising hereunder shall be in Hays County, Texas.

14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together (including facsimile copies) shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted by facsimile machine, and the parties intend that faxed signatures shall constitute original signatures. A facsimile copy or any counterpart or conformed copy of this Agreement with the signature, original or faxed, of all of the parties shall be binding on the parties.

[Signatures on following page]

IN WITNESS WHEREOF, the County and HCC have entered into this Agreement to be effective as _____, 2010.

HAYS COUNTY

By: _____

Name: _____

Title: _____

HILL COUNTRY CONSERVANCY

By: _____

Name: _____

Title: _____

Document comparison by Workshare Compare on Tuesday, September 14, 2010
8:39:27 AM

Input:	
Document 1 ID	PowerDocs://DOCSOPEN/5909696/2
Description	DOCSOPEN-#5909696-v2- Construction_Mitigation_Agreement
Document 2 ID	PowerDocs://DOCSOPEN/5909696/3
Description	DOCSOPEN-#5909696-v3- Construction_Mitigation_Agreement
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	42
Deletions	38
Moved from	2
Moved to	2
Style change	0
Format changed	0
Total changes	84

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 the contract with Texas Energy Engineering Services, Inc., in the amount of \$42,250.00, to conduct an energy audit of County buildings associated with the SECO Energy Efficiency and Conservation Block Grant award.

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: N/A – no County matching funds required.

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hauff

SPONSORED BY: Ford

SUMMARY:

Nine proposals were received in response to Request for Qualifications (RFQ) No. 2010-P14, "Professional Energy Audit/Analysis" for a firm to conduct energy audits of County buildings under a grant from the State Energy Conservation Office. The review committee evaluated the proposals on the basis of the criteria outlined in the RFQ, and selected two firms for interviews. The Commissioners Court, on July 6, 2010, authorized Commissioner Ford to negotiate a contract with the selected firm for later Commissioners Court approval.

After successful negotiations, it is recommended that the contract for the energy audit be awarded to Texas Energy Engineering Services, Inc., in the amount of \$42,250.00, to conduct the Hays County Energy Audit. Funding for this service is available under the Energy Efficiency and Conservation Block Grant awarded by the Texas Comptroller of Public Accounts, State Energy Conservation Office (SECO) and accepted by the Commissioners Court on March 9, 2010. No County matching funds are required for this grant.

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 **Texas Energy Engineering Services, Inc.** (hereinafter "Contractor"), whose primary place of business is located at 1301 Capital of Texas Highway, Capital View Center, Suite B-325, Austin, Texas 78746, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective this the ____ day of August, 2010 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

Hays County is in need of a firm to conduct a professional energy audit of select County buildings in conjunction with a grant from the Texas Comptroller of Public Accounts, State Energy Conservation Office. The firm has been selected on the basis of review and evaluation of a response to a Request for Qualifications solicitation, authorization by the Hays County Commissioners Court on July 6, 2010 to approve the selection of this firm to conduct the study, and subsequent interview and proposal acceptance.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Ron Knott, Hays County Maintenance Coordinator and/or Jeff Hauff, Hays County Grants Administrator; 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. If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibit "A"), 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 on or about the 1st of December, 2010 (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 "A." 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 not pay Contractor a total fee exceeding \$42,250.00 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: Jeff Hauff, Grants Administrator, 111 E. San Antonio St., Ste. 303, San Marcos, Texas 78666; Facsimile - (512)393-2211; Email - Jeff.Hauff@co.hays.tx.us.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at: Saleem Khan, President, Texas Energy Engineering Services, Inc., 1301 S. Capital of Texas Highway, Ste. B325, Austin, Texas 78746; Facsimile - (512) 328-2533; Email- Saleem@teesi.com.

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 its 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.

22. WORK PRODUCT

Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

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

+ Saleem Khan
Contractor 8/5/10

By: Judge Elizabeth Sumter

By: Saleem Khan, President

Hays County Judge

Texas Energy Engineering Services, Inc.



TEXAS ENERGY ENGINEERING SERVICES, INC. (TEESI)

July 26, 2010

(TEESI): *Austin*

EXHIBIT "A"

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

RE: Proposal – Energy Assessment Services.

Dear Mr. Hauff:

I am pleased to present a proposal for professional engineering services for the above referenced project. The following sections outline scope, deliverables, additional services, assumptions and fees for the project.

SCOPE OF SERVICES:

DETAILED ENERGY ASSESSMENT & FACILITY ENERGY IMPROVEMENT RECOMMENDATION PHASE:

1. Facilities to be surveyed (Buildings only): Please see Appendix B of this proposal.
2. Coordination with Owner as necessary (interview facilities staff).
3. Develop base year energy consumption profile and establish energy cost and utilization indices. Utilize EPA Energy STAR portfolio manager where applicable.
4. Conduct onsite visit(s) as necessary to gather field data.
5. Develop list of feasible energy conservation measures (ECM) in accordance with SECO guidelines.
6. The ECM analyzed will include assumptions, operating hours existing systems efficiencies, proposed system efficiencies, savings from changeover.
7. Identify low cost / no cost operation and maintenance savings where applicable.
8. Develop HVAC equipment replacement and upgrade schedule for units that may not be at the end of their useful life.
9. Identify building envelop related energy upgrade items by using thermal imaging equipment or by visual observation of conditions during site visit.
10. Estimate environmental costs and benefits of proposed ECMs.
11. TEESI to field verify existing utility meters with Owner assistance.
12. Identify water conservation measures at the facilities where applicable.
13. All proposed energy conservation measures will account for any items or costs required to meet current codes and standards.
14. Provide general guidance for proposed measurement & verification plan for the measures.
15. Provide informal training to Hays County staff on Energy Management matters.
16. Provide a Draft Energy Management Plan for County use.
17. Assist County staff with assembling of necessary documentation required from TEESI for reporting purposes to SECO.

1301 S. Capital of Texas Hwy
Capital View Center – B325
Austin, Texas 78746
Phone: (512) 328-2533
Fax: (512) 328-2544

www.teesi.com

5918 McPherson Road,
Suite # 7C
Laredo, TX 78041
Phone: (956) 724-1600
Fax: (956) 724-1605



TEXAS ENERGY ENGINEERING SERVICES, INC. (TEESI)

DELIVERABLES:

1. Once a month progress meeting.
2. Draft Report Findings (3 sets).
3. Final Report (3 sets) plus PDF (electronic copy).
4. One presentation/workshop of findings to the County Staff.

ADDITIONAL SERVICES:

The following are not included in the basic scope of services but may be completed as additional services in accordance with the hourly rates outlined in Attachment A.

1. Studies, analyses, designs, or reports not specifically included in the scope of work.
2. Renewable energy analysis and design.
3. Commissioning.
4. HVAC load analysis and simulation for existing campus.
5. Electrical analysis of systems not identified in the report.
6. Design and Construction Management services.
7. Existing life safety systems (Fire sprinkler systems etc.) analysis or design.
8. Civil and Structural analysis if required.
9. Detailed verification of installed conditions necessary to produce record drawings.
10. Costs for forensic investigation, deposition, expert witness services, and other litigation support.
11. Invasive investigation or long term monitoring.
12. Locating underground utilities.

ASSUMPTIONS

1. Electrical, natural gas and water utility data will be provided by the County at the beginning of the project.
2. Copy of any existing plans will be made available by the County at start of the project.
3. List of known electrical service problems will be provided by the County.
4. Existing equipment list and associated maintenance practice, if available.
5. Items 1 through 4 under the "Assumptions" section will be provided in a timely manner.
6. County to provide input on historical maintenance (MEP systems) cost if available.

FEES & TERMS

We propose to perform the aforementioned professional engineering services not to exceed \$42,250.00.

Based on the information provided we do not anticipate the need for any additional Sub consultants (Civil, Structural etc.); however, if required, the cost of sub consultants will be reimbursed at a 1.10 multiplier. Other reimbursable will be at a 1.05 multiplier. Additional services will be in accordance with Texas Energy Engineering Services, Inc. standard hourly rate schedule (Ref: Attachment A). Owner or Engineer have the right to terminate Contract with a two week notice.

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TEXAS ENERGY ENGINEERING SERVICES, INC. (TEESI)

If for any reason the project is canceled or put on hold for more than 45 days, Texas Energy Engineering Services, Inc. will be paid in full for all work completed to date, and all data, drawings, and documentation produced to date will be delivered, as outlined in "Deliverables", to Owner upon payment of the final invoice.

PAYMENT SCHEDULE:

Monthly billing based on percentage complete. Invoices will be due net 30. This proposal is valid for 30 days from the date herein. If any phase exceeds 30 days, a partial invoice may be generated, in proportion to the amount of work completed, and will be due in accordance with the terms outlined in this proposal.

INSURANCES:

TEESI to maintain required insurance coverage expected for projects of similar nature. Insurance coverage shall include:

Professional Liability
General Liability

Worker's Compensation
Automobile Liability

DELIVERY SCHEDULES:

90 days from receipt of notice to proceed along with existing utility consumption and equipment data as requested in "assumption" above.

We are ready to proceed at your convenience and look forward to working with you. Thank you for your consideration of Texas Energy Engineering Services, Inc. for this Project. If the aforementioned terms are acceptable to you, please issue written authorization to proceed with the Project. If you have any questions or require additional information, please do not hesitate to call me. I look forward to working with you.

Sincerely,

APPROVED BY:

Signature & Date: 7/26/10

Name / Title: Saleem Khan / President
(Texas Energy Engineering Svcs, Inc.)

APPROVED BY:

(Signature and Date):

Name / Title: _____
(Hays County)

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TEXAS ENERGY ENGINEERING SERVICES, INC. (TEESI)

ATTACHMENT "A" TEXAS ENERGY ENGINEERING SERVICES, INC. HOURLY RATES

The following are TEESI's standard hourly rates for reference purposes. These rates are applicable for additional work as mutually agreed upon by both parties.

TEESI's TYPICAL SCHEDULE OF HOURLY RATES:

Principal, P.E.....	\$150.00 / hour
Engineering II, P.E.....	\$138.00 / hour
Project Manager (Non P.E.).....	\$125.00 / hour
Engineer I/Sr. Designer.....	\$110.00 / hour
Staff Engineer/Sr. Designer.....	\$95.00 / hour
Senior CAD Designer.....	\$78.00 / hour
Junior CAD Designer.....	\$58.00 / hour
Technician.....	\$68.00 / hour
Engineer Aid / Intern.....	\$40.00 / hour
Office Administrator.....	\$45.00 / hour
Office Clerk.....	\$25.50 / hour
Travel.....	As Per State Established Rates
Per Diem.....	\$150/day with prior approval of the OWNER (Meals & Hotels)

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TEXAS ENERGY ENGINEERING SERVICES, INC. (TEESI)

APPENDIX "B" COUNTY FACILITIES

1. Hays County Court House
2. Health Department
3. Election Office #1
4. Juvenile Detention Center
5. County Health Department
6. Precinct #5 Office
7. Road & Bridge
8. Hays County Jail
9. Public Safety Building
10. Election Office #2 Storage
11. Precinct #4 Office

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-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any,
are as follows:

A. N/A

B. _____

C. _____

D. _____

E. _____

F. _____

G. _____

H. _____

I. _____

J. _____

K. _____

L. _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA Discussion and possible action to authorize the County Judge to submit a grant application to the Burdine Johnson Foundation in the amount of \$100,000 for renovations to the Old Hays County Jail.

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

PREFERRED MEETING DATE REQUESTED: Sept. 21, 2010

AMOUNT REQUIRED: No Hays County funding or match is required for this grant.

LINE ITEM NUMBER OF FUNDS REQUIRED: Revenue line item TBD by auditor.

REQUESTED BY: Commissioner Barton and Historical Commission Chair Kate Johnson

SPONSORED BY: Commissioner Pct. 2, Jeff Barton

SUMMARY: Our Historical Commission chairwoman, Kate Johnson, is willing to prepare a grant for the Burdine Johnson Foundation in the amount of \$100,000 for use in the first phase of plans for the Old Jail, including stabilization of walls and roof. The Foundation is aware of the project and its needs and we feel there is an excellent chance of obtaining the grant. Ms. Johnson feels the formal request should come from the county.

Agenda Item Request Form

Hays County Commissioners' Court

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

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

AGENDA ITEM: Discussion and possible action to approve right of way request from Pedernales Electric Cooperative, Inc in Hays County property located on FM 150 West in Kyle.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 21, 2010

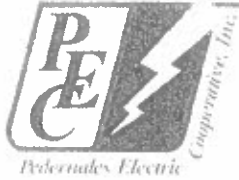
AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Commissioner Jeff Barton, Pct 2/Mike Moore, PEC

SPONSORED BY: Commissioner Barton

SUMMARY: Discussion and possible action to sell right of way to Pedernales Electric Cooperative, Inc. (PEC) on FM 150 West in Kyle, a 2.0 acre lot, the former Precinct 2 yard. PEC would like to acquire the ROW to extend a wire approximately thirty (30) feet into the County property. The anchor and guy wire will run adjacent and parallel and as close as possible to the fence. This request is due to a new overhead electrical service on the property located across the road on FM 150 West. PEC will pay the County \$1.00 for the strip of land five (5) feet in width to run adjacent and parallel to the north property line (see attached backup information and map).



P.O. Box 100 Kyle, Texas 78640-0100
(512) 262-2461 • 1-888-554-4732
www.pec.coop
Se habla español.

September 14, 2010

Mr. Jeff Barton
Hays County Commissioner Precinct 2
111 North Front Street
Kyle, Texas 78640

Re: 2.00 acre tract of land FM 150 West in Kyle (former Precinct 2 yard)

Dear Mr. Barton:

We are processing a request for new overhead electric service on the property located across Texas FM 150 West from the 2.0 acre tract of land owned by Hays County. In order to safely cross FM150 West we need to extend a guy wire approximately thirty (30) feet into the County property. The anchor and guy wire will run adjacent and parallel and as close as possible to the fence. Before the construction process can begin, the enclosed Electric Utility Easement must be signed and notarized along with simply signing the exhibit.

If you approve of this easement would you please place this as an item on the next Commissioners Court Agenda for review and possible approval?

If you have any questions, please contact me at 1-888-554-4732, Extension 7541, or mike.moore@peci.com

Sincerely,

Mike Moore
Right of Way Agent

Enclosures

UTILITY EASEMENT

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF HAYS §

That **Hays County a Governmental Body**, of Hays County, Texas for and in consideration of ONE DOLLAR (\$1.00) to us paid by PEDERNALES ELECTRIC COOPERATIVE, INC. of Johnson City, Texas, have granted, sold, and conveyed and by these presents do grant, sell, and convey unto Pedernales Electric Cooperative, Inc. an easement and right-of-way as hereinafter described for the purpose of a guy wire and anchor easement only, over, the following described lands located in Hays County, Texas, to-wit:

Being a 2.00 acre tract of land, more or less being more particularly described in Volume 143, Page 236 of the Official Public Deed Records of Hays County, Texas.

Easement hereby conveyed shall consist of:

- A strip of land five (5) feet in width to run adjacent and parallel to the north property line of the above referenced property, length will be as staked on the ground. Location of said easement is more particularly described in attached Exhibit "A".

Together with the right of ingress and egress over our adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; the right to relocate within the limits of said right-of-way; the right to remove from said easement all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto Pedernales Electric Cooperative, Inc. and their successors and assigns, until said line shall be abandoned.

And we do hereby bind ourselves, our heirs and legal representatives to warrant and forever defend all and singular the above described easement and rights unto Pedernales Electric Cooperative, Inc. their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand this _____ day of September, 2010.

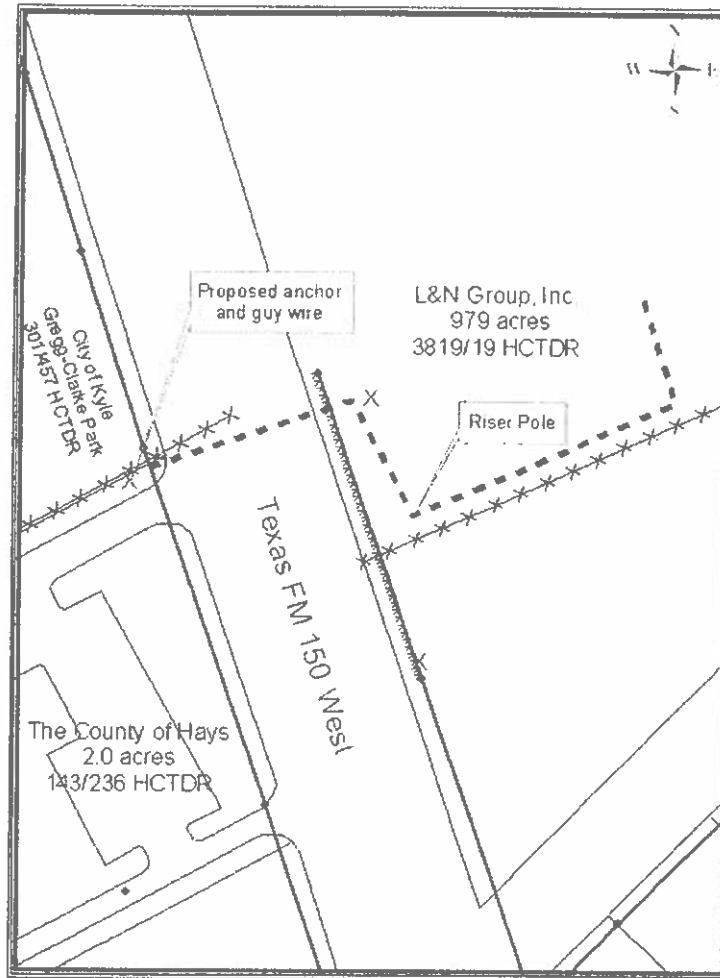
Signature: _____
Printed Name: Judge Elizabeth Sumter
Title: County Judge
Hays County

(NOTARIZE ON BACK)

PEDERNALES ELECTRIC COOPERATIVE
JOHNSON CITY, TEXAS

WO#: 57396
Facet #: 530669968
NAME/DEV: Qway Market
Hays County Precinct 2

EXHIBIT "A"



Drawing is not to scale and is for descriptive purpose only.

- X Anchor and guy wires covered by this easement
- X-X-X-X-X-X-X Property/fence line
- Existing overhead utility wires
- ***** Overhead electric line to be removed

Grantor has reviewed and accepted the above exhibit and all it entails

Accepted: _____

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 SH 21 at Rohde Road Work Authorization #5

TYPE OF ITEM: Action

PREFERRED MEETING DATE REQUESTED: 9/21/10

AMOUNT REQUIRED: \$160,191.68

LINE ITEM NUMBER OF FUNDS REQUIRED: Road Bond Program –already budgeted

REQUESTED BY: Commissioner Jeff Barton/ HDR Program Manager

SPONSORED BY: Pct 2 Commissioner Jeff Barton

SUMMARY:

The intersection of SH 21 and Rohde Road was identified as an intersection which warranted safety improvements as part of the 2008 road bond program. The initial scope of the project as described included minor improvements and level up on Rohde Road. In light of the current elementary school as well as the proposed development and future high school location, it is recommended that the scope of the project be expanded to include the addition of a left turn lane off of SH 21 onto Rohde Road. This will facilitate turning movements of vehicles and school buses serving this area.

The original budget amount was approximately \$23,000 for engineering and \$80,000 for construction, for a total of \$103,000.

Proposed design fee for this project is \$160, 191.68. Anticipated construction cost is approximately \$800,000. Commissioner Barton and the primary road project managers at HDR are recommending that the County only proceed with design services until additional road bond program projects have gone to construction and additional potential program reserves have been realized. At that time, the Court would need to take additional action to authorize any construction on this project.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to approve SH 21 at Rohde Road Work Authorization #5

PREFERRED MEETING DATE REQUESTED: September 21, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$ 160,191.68

LINE ITEM NUMBER: 025-802-96-638.5621

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Original budget was \$160,000 of which we have spent \$2,092 for program management.

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: _____

Highway: SH 21
From: At Rohde Road
Length: 0.30 Miles
County: Hays

LAN Contract No. _____
Work Authorization No. 5

ATTACHMENT A

WORK AUTHORIZATION NO. 5

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the “County”), and Lockwood, Andrews & Newnam, Inc. (the “Engineer”).

Part 1. The **Engineer** shall provide engineering, survey and environmental documentation services for the preparation of plans, specifications and construction estimates (PS&E) for the roadway improvements to SH 21 at the intersection with Rohde Road in Hays / Caldwell County. The responsibilities of the Engineer and project work schedule are further detailed in Exhibits B and C, which are attached hereto and made a part of the Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$ 160,191.68.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2011 unless extended by a Supplemental Work Authorization.

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

Highway: SH 21
From: At Rohde Road
Length: 0.30 Miles
County: Hays

LAN Contract No. _____
Work Authorization No. 5

ATTACHMENT A (con't.)

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

ENGINEER:
Lockwood, Andrews & Newnam, Inc.

COUNTY:
Hays County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

LIST OF EXHIBITS

- Exhibit A – Services to be provided by the County.
- Exhibit B – Services to be provided by the Engineer.
- Exhibit C – Work Schedule.
- Exhibit D – Fee Schedule.

Highway: SH 21
From: At Rohde Road
Length: 0.30 Miles
County: Hays

LAN Contract No. _____
Work Authorization No. 5

EXHIBIT A

SERVICES TO BE PROVIDED BY COUNTY

PROJECT DESCRIPTION

Existing Facility – SH 21

The existing 15-mile arterial is mainly comprised of two 12-ft lanes and 3-ft shoulders through gently rolling terrain.

Proposed Facility

The proposed pavement will be widened and overlayed to accommodate a left turn lane from Eastbound SH 21 to Rohde Road. The proposed typical section will be 10'-12'-14'-12'-10' for a total of 58' of pavement. Total project length is approximately 0.30 miles.

The Engineer will coordinate the design with Hays County and TxDOT through HDR.

This SH 21 Safety Improvement Project is a TxDOT facility with construction fully funded by Hays County and let by TxDOT. The project will be designed according to the 2004 TxDOT Standards and Specifications, TxDOT 3R design criteria, and Federal Highway Administration guidelines.

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, the County in cooperation with TxDOT or through their Program manager shall provide the following:

I. ROUTE AND DESIGN STUDIES (Function Code 110)

1. Provide Traffic Evaluations and Projections for current and design year necessary to prepare traffic control plans.
2. Provide coordination with other adjacent project studies including drainage studies, alignment studies, residential, commercial and industrial development plans, and existing roadway plans in hard copy and electronically (if possible).
3. Provide background information for design including:
 - a. Current and proposed traffic volumes (State to provide)
 - b. Proposed pavement sections/design (State to provide)
4. The COUNTY will host a design concept conference, with TxDOT in attendance, to be held early in the project to identify the roadway design criteria, project objectives, and local requirements of the project. The conference will also be used to identify the standard details that will be incorporated into the design.

II. SOCIAL, ECONOMIC AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVMENT (Function Code 120)

Highway: SH 21
From: At Rohde Road
Length: 0.30 Miles
County: Hays

LAN Contract No. _____
Work Authorization No. 5

1. The COUNTY will advertise and coordinate any public involvement needs.
2. Help process Environmental Document through the TxDOT Review Procedures.
3. Right of Entry Forms for the ENGINEER to use if necessary.

III. RIGHT-OF-WAY DATA (Function Code 130)

1. Provide Utility Certification Letters to TxDOT for processing with PS&E plans.
2. Provide utility files for use in PS&E design in electronic Microstation V8 format.
3. Provide any SUE Level A or B services necessary to clear utilities or to facilitate design.
4. Any adjustment plans to Utilities will be developed by others.
5. All Potholing to be provided by Utility Agencies whenever possible.
6. Any utility adjustment, utility permit review, or reimbursement agreements necessary for construction of this project.

IV. FIELD SURVEYING AND PHOTOGRAMMETRY (Function Code 150)

1. The COUNTY will provide Centerline alignment and survey control throughout the SH 21 corridor. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).
2. All survey data shall be in the same coordinate system as that utilized for the adjacent projects.
3. The COUNTY will be responsible for providing the apparent ROW along the project locations in Microstation format. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).
4. Location/survey of any Level A or B SUE Data will be provided by the COUNTY or Utility Agencies.

V. ROADWAY DESIGN CONTROLS (Function Code 160)

1. Traffic Volumes - The COUNTY shall furnish available current and projected traffic information. (This information will be requested from TxDOT by the ENGINEER on behalf of the County).
2. Pavement Design - The STATE shall furnish ENGINEER with a proposed pavement design for the project, to include widening and overlay areas. If the STATE requires pavement cores to determine the existing pavement depth, they shall be provided by the COUNTY.

Highway: SH 21
From: At Rohde Road
Length: 0.30 Miles
County: Hays

LAN Contract No. _____
Work Authorization No. 5

VI. DRAINAGE (Function Code 161)

1. The COUNTY shall assist when necessary with providing any plans for future development or previous hydraulic studies in the project area.

VII. MISCELLANEOUS (Function Code 163)

1. Agreements – If traffic signal warrants or utility agreements are required, the COUNTY will provide.
2. Relay approvals for local, regional, state and federal agencies and provide assistance, as necessary, to obtain necessary data, information, and approvals from the various agencies.
3. Provide review and approvals in a timely matter to maintain project schedules.

Highway: SH 21
From: At Rohde Road Intersection
Length: 0.30 Miles
County: Hays

LAN Contract No. ____
Work Authorization No. 5

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION

Existing Facility – SH 21

The existing 15-mile arterial is mainly comprised of two 12-ft lanes and 3-ft shoulders through gently rolling terrain.

Proposed Facility

The proposed pavement will be widened and overlaid to accommodate a left turn lane from Eastbound SH 21 to Rohde Road. The proposed typical section will be 10'-12'-14'-12'-10' for a total of 58' of pavement. Total project length is approximately 0.30 miles.

The Engineer will coordinate the design with Hays County and TxDOT through HDR.

This SH 21 Safety Improvement Project is a TxDOT facility with construction fully funded by Hays County and let by TxDOT. The project will be designed according to the 2004 TxDOT Standards and Specifications, TxDOT 3R design criteria, and Federal Highway Administration guidelines.

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, the following assumptions will be made:

Assumptions:

- No new ROW anticipated
- Existing cross slopes and Superelevations will be corrected to meet design criteria.
- It is anticipated that normal ditch configurations will be reestablished within the existing ROW. The ENGINEER will attempt to provide ditch grades 6" below subgrade, however, if steeper slopes cause excessive barrier or riprap, this criteria may not be met.
- No Retaining Walls are anticipated.

I. ROUTE AND DESIGN STUDIES (Function Code 110)

1. Data Collection – The ENGINEER shall be responsible for record research and coordination necessary for obtaining all record drawings and existing project information to include:
 - (a) Collection of data on drainage facilities and issues which may impact drainage design.
 - (b) Conducting a field investigation of the proposed roadway alignment and the surrounding area to determine field conditions.
 - (c) Requesting construction plans for SH 21 within the project limits and abutting TxDOT roadway.
 - (d) Requesting drainage studies, reports, and mapping for the project area, including reports for developments affecting the drainage area.
2. The ENGINEER shall coordinate with Hays County and TxDOT for design of SH 21 @ Rohde Road.

3. Field Reconnaissance – The ENGINEER shall conduct field reconnaissance and collect data including a photographic record of notable existing features.
4. The ENGINEER shall prepare a conceptual schematic (in roll plot form with typical) for use in gaining input and documenting discussion during the Design Concept Conference (DCC).
5. The ENGINEER shall prepare and insert EPIC
6. The ENGINEER shall attend and document a Design Concept Conference (DCC). Personnel from the County and the State will participate. The conference will provide for a brainstorming session in which decision makers and technical personnel may discuss and agree on:
 - (a) Roadway and drainage design parameters
 - (b) Engineering and environmental Constraints
 - (c) Project Submittal Checklists
 - (d) Other issues as identified by the County or TxDOT
 - (e) Identify any Design Exceptions and/or Waivers, if applicable
 - (f) Preliminary Construction Cost Estimates
 - (g) Pavement Design Report (To be prepared by TxDOT)
 - (h) Hydraulic Design
 - (i) Design Summary Form
 - (j) Typical Sections

II. SOCIAL, ECONOMIC, AND ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT (Function Code 120)

It is anticipated a State Categorical Exclusion Document will be provided for this project.

1. The SUBCONSULTANT (Cox|McLain Environmental Consulting, Inc. – hereafter SUBCONSULTANT) shall make an initial assessment of potential environmental impacts performed by a Technical Expert for environmental studies. Potential impacts shall be assessed on the basis of existing information available and site visits. Existing information used shall include soil maps, wetland maps, archeological site files, inventories of historic properties and sites, and other sources of available information relevant to the proposed transportation activity. The site visit shall be a preliminary reconnaissance of the study area to identify environmental concerns for which impacts are and are not likely to occur and for which environmental considerations is and is not needed.
2. The SUBCONSULTANT and the Technical Expert shall identify the environmental concerns for which impacts are and are not likely and for which environmental consideration is and is not needed. Activities performed to complete the NEPA process for a State CE include:
 - (a) Participating, attending, and documenting public involvement;
 - (b) Performing early coordination with federal, state, and local agencies;
 - (c) Performing environmental services.
 - (d) Identifying impacts that can be expected for the Transportation Activity.
 - (e) Meeting with project designers to incorporate emerging environmental data into identification and modification of alternatives.
 - (f) Initial coordination with the resource agencies appropriate for the anticipated impacts. The documentation and coordination required to complete a determination of adverse affect for standing structures is not included in this work authorization.

- (g) Additional tasks identified by the appropriate Technical Experts or the STATE as necessary to complete coordination with the appropriate resource agency (ies) to resolve coordination questions, such as determination of adverse affect, will be performed under a supplemental work authorization.
3. The SUBCONSULTANT shall have the Technical Expert produce the State CE and supporting reports necessary to secure approvals and required permits. The work will be accomplished in accordance with the latest approved procedures and standards for each environmental area.
 4. The SUBCONSULTANT and/or Technical Expert shall not perform environmental field studies on privately owned land without written consent signed by the landowner. Although not anticipated on this project, if work is to be conducted on private property, the ENGINEER shall obtain Right of Entry short of litigation.
 5. The SUBCONSULTANT and the Technical Expert will be given General Specifications for preparation of the State CE including format and content as well as direction of the appropriate issues and resources to be considered for all efforts and coordinate with the STATE'S environmental section.
 6. Public Involvement – The SUBCONSULTANT shall provide technical assistance and participate in one public meeting on the project, if needed. The ENGINEER shall provide a maximum of two roll plots depicting the project work and limits as necessary to support the County with this public involvement activity. The County will obtain the appropriate forum, advertising and notification. The ENGINEER will prepare the presentation and any hand outs in English only, monitor tables and document this public involvement. The SUBCONSULTANT will provide an environmental constraints graphic for the public meeting.
 7. The ENGINEER with support from the SUBCONSULTANT shall develop and submit a summary of all public meetings relating to the proposed transportation activity based upon information received as a result of public involvement. The information shall be sufficiently detailed to provide a basis for incorporating all pertinent information gathered at public meetings into the environmental document.
 8. The ENGINEER will provide a review of the engineering components of the document to verify correctness to the typical section and other PS&E elements.
 9. The ENGINEER will provide a project layout and typical section for use in preparing the Environmental Document.
 10. The ENGINEER will prepare technical exhibits and provide assistance at a public involvement meeting, if necessary.

Assumptions for Scope and Budget

1. A 404 Nationwide Permit can be obtained for the project, if necessary. An Individual Permit and/or wetland permitting and/or mitigation planning will be conducted under an additional scope and budget, if required;
2. Presence/absence surveys for endangered species will be conducted under an additional scope and budget, if required;
3. A data list search for potential HazMat issues will be conducted for the State CE. A Phase I or II Environmental Site Assessment for Petroleum and Hazardous Substance will be conducted under an additional scope and budget, if required; and

4. An initial assessment of potential historic and archeological resources is included with the CE. Surveying, testing, mitigation, and/or additional coordination of any potential cultural resource sites will be addressed under a separate scope and budget.

III. RIGHT-OF-WAY DATA (Function Code 130)

Utility Coordination

1. The ENGINEER shall utilize existing Level C&D data provided by TxDOT as background information while preparing plans until updated information is provided by others.
2. The ENGINEER shall provide:
 - Microstation cross section
 - Microstation CADD files
 - Corresponding pdf files to the COUNTY for use by the utility coordinator.
 - Any updated information obtained during the utility coordination process will be provided to the ENGINEER in microstation format or in geopak input files for inclusion in the background of the plans and update of cross sections or else they will be plotted at assumed depths.
 - The ENGINEER will not be responsible for overseeing the construction of utility adjustments, or the design or approval of any proposed utilities.
3. The existing utility layouts will be provided and signed and sealed by others.
4. Existing Utilities will be shown on Cross Sections at assumed depth.

IV. FIELD SURVEYING AND PHOTOGRAMMETRY (Function Code 150)

1. The SURVEYOR shall verify the benchmark coordinates provided by TxDOT and establish the horizontal and vertical control for the project.
2. The SURVEYOR shall:
 - (a) Notify the ENGINEER to obtain any Right of Entry needed for the project team, short of litigation. Right of Entry is not anticipated and if required, will be provided by the ENGINEER.
 - (b) Stake project baseline: The project baseline shall be coincidental with or parallel to, the stationed "Design Centerline." Base line control points shall be established using 15M(ASTM) (5/8 inch) iron rods, 36 inch long at PC's and PI's and PT's of horizontal curves and at 1000 feet maximum intervals on tangents. If available, coordinate to field tie to the project baselines set by adjacent Engineers for consistency and accuracy.
 - (c) Vertical Control: Locate previously set benchmarks established by the STATE; establish benchmark circuit (run levels) throughout the project; establish additional benchmarks at intervals not to exceed 1,000 feet for the limits of the project; tie benchmarks (station/offset) to project baseline. Benchmarks shall be 20M(ASTM) (3/4 inch) diameter, 48 inches long, located near the existing ROW line at a measured distance. All benchmarks circuits shall be tied to the state's

elevation datum. Perform the benchmark circuits in accordance with good surveying practice. The SURVEYOR shall verify the closure and submit adjustments to the STATE for approval prior to beginning the field surveys. Provide 8 1/2" X 11" location sketches of horizontal and vertical benchmarks. Also, provide 11"X17" overall sketch showing bearings and distances between control monuments (benchmarks) and tied benchmarks (i.e. FEMA, GPS point, etc.) These sketches shall be signed, sealed and dated by a RPLS.

- (d) Provide DTM with break lines for use in Geopak and Microstation V8 format. An electronic 2D and 3D file will be provided with Text on discrete levels and in accordance to the ENGINEER'S CADD requirements.
- (e) Profile and cross section intersecting streets and driveways for tie into project.
- (f) Obtain profiles of existing drainage facilities as determined by the designer. Cross section drainage channels at both proposed ROW line.
- (g) Tie existing underground and overhead utilities (Location, elevation, size and direction, flowline and soffit.) This includes any flashing beacons or traffic signal equipment.
- (h) Provide temporary signs, traffic control, flags, safety equipment, etc. and obtain necessary permits.
- (i) The SURVEYOR shall control traffic in and near surveying operations adequately to comply with the latest edition of the TMUTCD. In the event field personnel must divert traffic or close traveled lanes, a Traffic Control Plan shall be prepared by the Engineer's surveyor and approved by the STATE prior to commencement of field work. A copy of the approved plans shall be in the possession of field personnel on the job site at all times and shall be made available to State Personnel upon request.
- (j) Survey Data Sheet will be signed and sealed by a RPLS and shall provide horizontal and vertical control data.
- (k) Provide electronic ROW file

V. ROADWAY DESIGN CONTROLS (Function Code 160)

1. Geometric Design

- (a) Horizontal and Vertical Alignment - The ENGINEER shall use TxDOT 3R design criteria for roadway profile and cross streets. Plan and Profile sheets shall be provided at a scale of 1"=100'.
- (b) Typical Sections - The ENGINEER shall prepare the existing and proposed typical sections to conform to project conditions. Typical sections shall be prepared Not to Scale (NTS).
- (c) Pavement Design - TxDOT shall provide the pavement design for the associated projects. This will include widening areas of SH 21, overlay and side streets and any temporary pavement that may be required.
- (d) Design Cross Sections - The ENGINEER shall prepare cross section at scale of 1" = 20'. Cross sections shall be created at 50-foot increments through the project, and at cross drainage structures, intersection beginning and ending radii, and other significant features. Annotations should include at a minimum existing/proposed ROW, side slopes front and back, profile control and horizontal control.
- (e) Determine Cut and Fill - The ENGINEER shall determine the quantities of cut and fill.

2. Other Design Elements

- (a) Project Title Sheet - The ENGINEER shall prepare a title sheet to be used for construction plans. A supplemental index sheet will follow the title sheet.
- (b) Project Layout Sheets - The ENGINEER shall prepare Project Layout Sheets at a scale of 1" = 400' (preferred) or 1" = 200' which will clearly indicate the limits of the entire project.

- (c) Plan & Profile Sheets – The ENGINEER shall prepare Plan & Profile Sheets at a scale of 1" = 100'.
- (d) Horizontal Curve Data & Alignment Sheets - The ENGINEER shall prepare alignment data sheets, which depict the horizontal and vertical control.
- (f) Survey Data Sheet will be provided by Surveying Sub Consultant and shall provide horizontal and vertical control data.
- (g) Existing Condition/Removal Sheets - The ENGINEER shall prepare existing condition/removal sheets at a scale of 1"=100' to quantify any removals for the project.
- (h) Roadway and Driveway Detail Sheets - The ENGINEER shall prepare roadway detail sheets at a scale of 1" = 50'.
- (f) Intersection Layout Sheets - The ENGINEER shall develop intersection layout sheets for the project at a scale of 1" = 50 feet. The layouts will show horizontal and vertical control, curb returns, transition criteria, lane configuration and dimensions.

VI. DRAINAGE (Function Code 161)

- 1. Cross Drainage Analysis - The ENGINEER shall analyze existing and proposed conditions for cross drainage structures. This scope assumes no bridge-class culverts.
 - (a) Establish drainage areas for each cross drainage system.
 - (b) Develop peak flow rates for the 25, and 100-year storm events. The Rational Method will be used for drainage areas 200 acres and less. The TxDOT rural regression equations will be used for drainage areas over 200 acres.
 - (c) All cross drainage analysis will be accomplished using Culvert HY 8.
 - (d) The following drainage criteria will be implemented:
 - o TxDOT Hydraulic Design Manual
 - o Design Frequency Selection Table Chapter 3.
 - o Design Basis will reflect the functional classification.
 - o Check all cross drainage structures for the 100-year storm.
- 2. Open Ditch Drainage -The ENGINEER shall analyze the open ditches developing a HEC-RAS model as needed to convey a 10 yr desirable flow. Ditches will be checked at periodic points such as driveways and side steets. ENGINEER will attempt to meet TxDOT's criteria of 6" below subgrade, however, if this produces excessive riprap or MBGF due to steeper slopes in the ROW, this criteria may not be met. This information will not be included in the plans but provided as Engineering documentation. Exclusions:
 - (a) Storm water quality.
 - (b) No Detention or impact analysis to downstream properties will be analyzed.
- 4. Drainage Plans shall include:
 - (a) Drainage Area Map - The ENGINEER shall prepare a drainage area map at a scale of 1" = 100 feet or 1" = 200 feet as necessary to fit on standard sheets.
 - (b) Culvert Layouts will be prepared for each culvert to a Scale of 1"=50'.
 - (c) Hydraulic Computations for culverts plans - Hydraulic computations for PS&E include the use of hydraulic computer programs as directed by TxDOT. Calculations will be in accordance with design criteria adopted by TXDOT. The ENGINEER will perform

necessary hydraulic computations for the design of cross culverts. Calculations will be included in the plans.

(d) Driveway Culverts will be summarized in table format showing sizes, flowlines and slopes.

5. SW3P Layouts - The ENGINEER shall prepare SW3P layouts in accordance with TCEQ requirements to a scale of 1"=50'.
6. SW3P Narrative - The ENGINEER shall prepare the SW3P Narrative.

VII. SIGNING, MARKINGS & ILLUMINATION (Function Code 162)

1. Signing and Marking Layout - All signing and pavement marking will be shown on plan sheets in accordance with TxMUTCD.
2. Sign Details - The ENGINEER shall detail all non-standard signs or pavement marking details required for the project. TxDOT standards shall be utilized whenever possible.

VIII. MISCELLANEOUS (Function Code 163)

1. Sequence of Construction - The ENGINEER will prepare a sequence of construction for the project. After review by TxDOT and the COUNTY, comments will be incorporated for the final PS&E and the detailed traffic control plans will then be prepared.
2. Traffic Control Plan - The ENGINEER will prepare detailed traffic control plans based on the approved overall sequence of construction. TxDOT construction standards will be incorporated into the traffic control plans.
3. Construction Schedule - The ENGINEER shall prepare a construction schedule, which will identify the major items of work for the construction project. Construction schedule will be utilized in determination of overall construction duration.
4. Compute and Tabulate Quantities - The ENGINEER shall compute all quantities that are required for pay items, and those quantities identified by TxDOT as necessary for inclusion for contractor's information only. Quantities will be shown in both the plans and bid manual.
5. Specifications and General Notes - TxDOT shall furnish an electronic listing of the current general notes, standard specifications, and special specifications that will be utilized for the project. The ENGINEER will prepare any special specifications and will work with TxDOT to identify the applicable general notes. Utility Special Provisions and certifications are not part of this scope and are to be provided by others.

IX. MISCELLANEOUS PHASE SERVICES

1. Construction Phase Services other than listed above is not part of this scope of services. Attendance at the pre construction or pre bid meetings is not part of this scope of services.

DELIVERABLES

Deliverable Requirements:

1. All contract documents, including hard copies and electronic files, shall be turned over to the COUNTY and TxDOT at the completion of the project. All plans will be 11"X17".
2. Five (5) paper sets for 30%, 60% and 95% design submittals will be provided. And 10 sets at 100% district review. The final design submittal shall include one (1) set of mylar prints and 9 copies. TxDOT PS&E paperwork will be furnished at the 95% and 100% submittals, and furnished with the bid documents
 - (a) The 30% submittal shall include the following:
 - Title Sheet
 - Index of Sheets
 - Typical Sections
 - Sequence of Work Outline for Traffic Control
 - Plan & Profile
 - DTM and/or topographic data
 - Proposed geometric design elements
 - Proposed hydraulic layout
 - Utility Layouts – From Others
 - List of utilities located on the project
 - Potential Conflicts identified.
 - Drainage Area Map
 - Hydrologic Data
 - Hydraulic Design
 - Preliminary Cross-Sections (50-ft and culvert locations) 11" x 17"
 - Preliminary Supporting Documents
 - Engineers Estimate
 - Form 1002
 - (b) The 60% submittal shall include the revised/ complete sheets from the 30% submittal and the following:
 - Index of Sheets – Updated
 - Typical Sections – Updated
 - Preliminary Traffic Control Plan & Sequence of Work
 - Quantity sheets – 60% quantities
 - Plan & Profile
 - Proposed drainage structures (identified/labeled)
 - Applicable bid items quantified
 - Identification and labeling of topographic features to be removed, replaced, or remain
 - Identification and labeling of proposed improvements
 - Utility Layouts – Updated
 - List of utilities located on the project
 - List of anticipated dates of utility adjustments and associated correspondence with utility owner or company justifying the required adjustments and schedule. Each agency will provide construction drawings, estimate and schedule. The construction drawings will not be incorporated into LAN's PS&E package unless otherwise contracted.

Highway: SH 21
From: At Rohde Road Intersection
Length: 0.30 Miles
County: Hays

LAN Contract No. ____
Work Authorization No. 5

- Hydrologic/Hydraulic Data Sheets
 - Final hydrologic data/hydraulic design-all drainage structures
 - Cross-sections (100-ft station and culvert locations) 11"X17"
 - Preliminary Signing and Pavement Markings Layout
 - Driveway Details
 - Preliminary SW3P Layouts and Narrative
- (b) The 95% Submittal shall include the revised / completed sheets from the 60% submittal and the following:
- Index of Sheets – Final
 - Typical Sections – Final
 - Quantity Layouts – Final
 - Utility Layouts – Final – From Others
 - List of utilities located if applicable
 - List of anticipated dates for utility adjustments and associated correspondence with utility owner or company justifying the required adjustments and schedule. Each agency will provide construction drawings, estimate and schedule. The construction drawings will not be incorporated into LAN's PS&E package unless otherwise contracted.
 - Final Cross-Sections (50-ft and culvert locations) 11"X17"
 - Final Signing and Pavement Markings Layouts
 - Final Miscellaneous Roadway Details
 - Final SW3P Layouts and Narrative
 - Standards
 - Final supporting Documents
 - Estimate – Updated
 - Form 1002
 - Special Specifications, Form 1814 (Status)
 - Specifications List
 - General Notes
 - Certifications
 - Construction Time Determination
 - Construction Manual
- (c) The 100% submittal is the district review submittal.
- (d) The 100% submittal shall include the revised/ completed sheets from the 95%.

Highway: SH 21
From: At Rohde Road Intersection
Length: 0.30 Miles
County: Hays

LAN Contract No. ____
Work Authorization No. 5

REFERENCES

1. P.S.& E. Preparation Manual (TxDOT) - Online
2. Project Development Policy Manual (TxDOT) – Online
3. Project Development Process Manual (TxDOT) – Online
4. Roadway Design Manual (TxDOT) – Online
5. P.S.& E. Preparation Guide (TxDOT Austin District)
6. Hydraulic Design Manual (TxDOT) - Online
7. Standard Specifications for Highway Bridges (AASHTO)
8. Standard Specifications for Construction of Highways, Streets, and Bridges (TxDOT)
9. Special Provisions and Special Specifications (TxDOT)
10. A Policy on Geometric Design of Highways and Streets (AASHTO)
11. Texas Manual on Uniform Traffic Control Devices (TxDOT)
12. Standard Highway Sign Designs for Texas (TxDOT)
13. Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals (AASHTO)

Highway: SH 21
 Limits: At Rohde Road
 Length: 0.30 Miles
 County: Hays

LAN Contract No. ---
 Work Authorization No. 5

Exhibit C- Work Schedule

Task Description	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				Month 7				Month 8				Month 9				Month 10				Month 11			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4								
NTP																																												
Function Code 110																																												
Design Concept Conference																																												
Function Code 120																																												
Review Environmental Document																																												
Prepare Environmental Document (By Others)																																												
Function Code 130																																												
Utility Coordination (By Others)																																												
Utility Relocation (By Others)																																												
Function Code 150																																												
Topographic Survey																																												
Function Codes 160, 161, 162 & 163																																												
30% PS&E Submittal																																												
Review (3 weeks County & 3 Weeks TxDOT concurrent)																																												
60% PS&E Submittal																																												
Review (3 weeks County & 3 Weeks TxDOT concurrent)																																												
95% PS&E Submittal																																												
Review (3 weeks County & 3 Weeks TxDOT concurrent)																																												
100% District Submittal																																												
Review (3 weeks County & 3 Weeks TxDOT concurrent)																																												
Finalize PS&E																																												

Highway: SH 21		LAN Contract No.	
Limits: At Rohde Road		Work Authorization No. 5	
Length: 0.30 Miles			
County: Hays			
Exhibit D - Fee Schedule			
Basic Engineering Services			
Firm	Labor Cost	Reimbursable Expenses	Total Cost
Cox McLain Environmental Consulting	\$ 14,099.18	\$557.50	\$ 14,656.68
Lockwood Andrews & Newnam, Inc.	\$ 124,485.00	\$ 5,600.00	\$ 130,085.00
Total Basic Services			\$ 144,741.68
Additional Engineering Services			
Firm	Labor Cost	Reimbursable Expenses	Total Cost
Loomis Partners	\$ 15,390.00	\$ 60.00	\$ 15,450.00
Total Additional Services			\$ 15,450.00
Total Work Authorization		\$	160,191.68

Highway: SH 21
 Limits: At Rohde Road
 Length: 0.30 Miles
 County: Hays

LAN Contract No.
 Work Authorization No. 5

Exhibit D - Fee Schedule
 Basic Engineering Services
 Lockwood, Andrews & Newnam, Inc.

Task	Contract Rate	Project Principal	Senior Project Mgr.	Senior Engineer	Project Engineer	Graduate Engineer	Senior Designer	CADD Operator	Clerical	Total Hours
I. Route and Design Studies (110)										
Data Collection		\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00	12
Field Reconnaissance		0	2	4	0	0	0	0	0	10
Plan and Attend DCC/ Provide concept Schematic		0	8	8	0	0	0	16	0	32
Prepare and Insert EPIC		1	0	0	2	0	0	2	0	5
Subtotals: Man Hours		1	12	16	0	4	0	18	0	59
Subtotals: Contract Cost		\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00	
II. Social, Economic, & Environmental Studies (120)										
Review Document		\$200.00	\$1,920.00	\$2,320.00	\$0.00	\$360.00	\$540.00	\$1,260.00	\$0.00	
Prepare exhibits and attend public involvement meeting		0	6	0	0	0	2	0	2	10
Prepare Typical Section and Project Layouts		0	4	8	0	0	0	16	0	28
Subtotals: Man Hours		0	10	8	0	0	2	16	0	44
Subtotals: Contract Cost		\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$90.00	\$70.00	\$60.00	
III. Roadway Design Controls (160)										
H & V Alignment/Cross Slope Evaluation		\$0.00	\$1,600.00	\$1,160.00	\$0.00	\$0.00	\$180.00	\$1,540.00	\$120.00	
Typical Sections		0	2	4	0	2	0	4	0	12
Incorporate Pavement Design		0	1	2	0	4	0	4	0	11
Design Cross Sections		0	2	0	16	36	0	20	0	74
Earthwork Cross Sections		0	0	0	4	4	0	0	0	8
Title Sheet & Index of Sheet		0	0	0	0	0	0	8	0	8
Project Layout		0	0	0	0	2	0	6	0	8
Plan Profile Sheets		0	8	8	16	32	0	72	0	136
Horizontal Curve & Data Sheets		0	0	0	2	0	0	2	0	4
Obtain Survey Control Sheet and Insert		0	0	0	0	0	2	0	0	2
Removal Sheets (2 sheets)		0	0	0	2	0	0	8	0	10
Driveway Details (minimum 2 Driveways)		0	0	0	2	8	0	14	0	24
Roadway Details (1 sheet)		0	0	1	2	8	0	4	0	15
Intersection Layouts (1 Sheet)		0	2	2	4	4	0	10	0	22
Subtotals: Man Hours		0	16	17	48	100	2	154	0	337
Subtotals: Contract Cost		\$200.00	\$1,600.00	\$1,450.00	\$1,200.00	\$900.00	\$90.00	\$70.00	\$60.00	
III. Drainage (167)										
Hydrologic Studies, Discharges		0	0	4	40	40	16	0	0	100
Hydraulic Design and Documentation		0	0	4	24	0	0	0	0	28
Culvert Layout		0	0	2	1	0	36	0	0	39
Driveway Culverts		0	0	0	8	0	32	0	0	42
Ditch Design		0	0	2	4	12	24	0	0	42
Storm Water Pollution Prevention Plan (SWPPP)		0	4	4	0	0	4	0	0	8
SWAP Plan Layout		0	0	0	4	0	16	0	0	20
Subtotals: Man Hours		0	4	14	81	52	128	0	0	279
Subtotals: Contract Cost		\$200.00	\$160.00	\$145.00	\$1,200.00	\$900.00	\$90.00	\$70.00	\$60.00	

Highway: SH 21
 Limits: At Rohde Road
 Length: 0.30 Miles
 County: Hays

LAN Contract No. _____
 Work Authorization No. 5

Exhibit D - Fee Schedule

Basic Engineering Services									
Lockwood, Andrews & Newman, Inc.									
Task	Project Principal	Senior Project Mgr	Senior Engineer	Project Engineer	Graduate Engineer	Senior Designer	CADD Operator	Clerical	Total Hours
IV. Signing, Pavement Markings & Signalization (162)									
Signing & Pavement Marking Layouts	0	2	2	2	4	24	0	0	34
Small Sign Summary	0	0	0	2	2	24	0	0	30
Sign Details	0	0	0	0	2	12	0	0	16
Subtotals: Man Hours	0	2	4	6	8	60	0	0	80
Subtotals: Contract Cost	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$5,400.00	\$70.00	\$60.00	
V. Miscellaneous (Roadway) (163)									
Coordination with TxDOT/County/subconsultant and attend meetings	\$0.00	\$320.00	\$580.00	\$720.00	\$720.00		\$0.00	\$0.00	
Sequence of Work/Traffic Control Typical Sections		48	24			24			96
Traffic Control Layouts	0	2	4	4	8	0	32	0	50
Construction Schedule	0	8	0	0	16	0	48	0	78
Prepare plans for 30%, 60%, 95% and 100% submittals	0	0	0	0	0	16	0	0	18
Construction Cost Estimate	0	12	0	0	0	48	0	0	84
Compute and Tabulate Quantities	0	4	4	0	12	12	0	0	32
Gen Notes, Specs	0	4	4	4	12	0	30	0	50
Subtotals: Man Hours	0	76	70	12	56	108	110	0	432
Subtotals: Contract Cost	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$9,720.00	\$70.00	\$60.00	
	\$0.00	\$12,160.00	\$10,150.00	\$1,440.00	\$5,040.00		\$7,700.00	\$0.00	
Grand Totals: Man Hours	0	0	0	0	0	0	0	0	0
Grand Totals: Contract Cost	\$200.00	\$160.00	\$145.00	\$120.00	\$90.00	\$9,720.00	\$70.00	\$60.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Breakdown of Costs for Basic Engineering Services									
Function Code	Total Hours	Contract Cost							
Totals for Function Code 110	58	\$6,600.00							
Totals for Function Code 120	44	\$4,600.00							
Totals for Function Code 160	337	\$30,745.00							
Totals for Function Code 161	279	\$28,590.00							
Totals for Function Code 162	80	\$7,740.00							
Totals for Function Code 163	432	\$46,210.00							
Direct Expenses									
Plotting & Reproduction		150 SF at						\$75.00	
Document Printing		4500 Sheets at						\$1,125.00	
Mylar (11x17)		150 Sheets at						\$300.00	
Mileage		1000 Miles at						\$500.00	
Pavement Cores		2 Ea.						\$3,000.00	
Materials/Courier		12 LS						\$600.00	
SubTOTAL	1231	\$124,485.00						\$5,600.00	
Project Totals									
Total Maximum Fee for Basic Engineering Services									\$130,085.00

Highway: SH 21		LAN Contract No. _____							
Limits: At Rohde Road		Work Authorization No. 5							
Length: 0.30 Miles									
County: Hays									
Exhibit D - Fee Schedule									
Budget/Rates - Additional Services									
Loomis Partners									
Breakdown of Costs for Additional Engineering Services - Topographic @ ROW Surveying									
Function Code 150									
Direct Expenses									
Mileage				120 Mile				\$0.50 /Mile	\$60.00
Labor Expenses									
RPL/Sr. Project Manager				16 Hour				\$130.00 /Hr	\$2,080.00
Surveying Proj Mgr.				16 Hour				\$90.00 /Hr	\$1,440.00
Survey Technician III, SIT				32 Hour				\$80.00 /Hr	\$2,560.00
Survey Technician II				3 Hour				\$70.00 /Hr	\$210.00
Survey Technician I				20 Hour				\$60.00 /Hr	\$1,200.00
Clerical Support				8 Hour				\$50.00 /Hr	\$400.00
2 Person Survey Crew				0 Hour				\$130.00 /Hr	\$0.00
3 Person Survey Crew				36 Hour				\$160.00 /Hr	\$5,760.00
Additional Rodperson, Flag person, etc.				28 Hour				\$45.00 /Hr	\$1,260.00
GPS Field Operator w/ Equipment				6 Hour				\$80.00 /Hr	\$480.00
SUBTOTAL									\$15,390.00
Total Maximum Fee for Additional Services									\$15,450.00

Highway: SH 21
 Limits: At Rohde Road
 Length: 0.30 Miles
 County: Hays

LAN Contract No.
 Work Authorization No. 2

Exhibit D - Fee Schedule
 Basic Engineering Services
 Cox/McLain Environmental Consulting, Inc. - Proposal to Prepare at State CE for SH 21 at Rohde Road

Task	Senior Env Scientist II	Senior Env Scientist II	Environmental Professional II	Environmental Professional I	Environmental Staff II	Environmental Staff I	Environmental Tech II	Environmental Tech I	Total Hours
II. Social, Economic, & Environmental Studies (150)									
Initial Assessment	138	120.75	100.63	88.25	71.88	63.25	51.75	44.58	
Prepare CE Document	0	2	0	8	0	8	0	0	18
Socio Economic Issues	0	0	10	14	0	0	0	0	24
Utilities	0	0	10	0	0	0	0	0	10
Biological Issues	0	0	0	3	0	0	0	0	3
Water Quality & Wetlands	0	0	0	6	0	0	0	0	6
Historic and Architecture	0	2	0	6	0	0	0	0	8
Field Work	0	0	0	8	0	0	0	0	8
Attend and Summarize Public Meeting	0	0	0	8	0	0	0	0	8
Technical Assistance Public Meeting	0	0	18	12	0	12	0	0	48
Subtotals: Man Hours	138	122	118	106	81	83	51	44	154
Contract Rate	\$138.00	\$120.75	\$100.63	\$88.25	\$71.88	\$63.25	\$51.75	\$44.58	
Subtotals: Contract Cost	\$19,002.00	\$14,490.75	\$11,872.69	\$9,355.00	\$5,812.68	\$5,265.00	\$2,665.62	\$1,962.52	
Grand Totals: Man Hours	0	22	36	76	0	20	0	0	154
Grand Totals: Contract Cost	\$138.00	\$120.75	\$100.63	\$88.25	\$71.88	\$63.25	\$51.75	\$44.58	
	\$0.00	\$2,664.90	\$3,672.68	\$6,555.00	\$0.00	\$1,285.00	\$0.00	\$0.00	

Breakdown of Costs for Basic Engineering Services									
Function Code	Total Hours	Contract Cost							
Totals for Function Code 121	154	\$14,095.18							
Direct Expenses									
Printing & Reproduction									
Air Filing (Environmental)									
Document Printing									
Mylar (11x17)									
Mileage									
Hazardous Materials Database Search									
Materials/Carrier									
Project Totals	154	\$14,095.18							
SUBTOTAL									
Total Maximum Fee for Environmental Services									\$14,656.68

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 & execute a grant award contract from the U.S. Department of Justice, Office of Community Oriented Policing Services, FY10 Cops Technology Program for \$40,000.00

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ratliff/Robinson/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, Office of Community Oriented Policing Services, FY10 Cops Technology Program to replace the radio communication system in the County Jail. This grant has been awarded, and no County matching funds are required for the grant.



U. S. Department of Justice
Community Oriented Policing Services
Grants Administration Division
Law Enforcement Technology
Treasury Account Symbol (TAS) 15X0406

Grant #: 2010CKWX0254
ORI #: TX10500
Applicant Organization's Legal Name: Hays County
OJP Vendor #: 746002241
DUNS#: 097494884

Law Enforcement Executive: Sheriff Tommy Ratliff
Address: 1307 Old Uhland Road
City, State, Zip Code: San Marcos, TX 78666
Telephone: (512) 393-7808
Fax: (512) 393-7879

Government Executive: Judge Elizabeth Sumter
Address: 111 East San Antonio Street
Suite 300
City, State, Zip Code: San Marcos, TX 78666
Telephone: (512) 393-2205
Fax: (512) 393-2282

Award Start Date: 12/16/2009

Award End Date: 12/15/2012

Award Amount: \$ 40,000.00



Bernard Melekian
Director

AUG 3 0 2010

Date

By signing this Award Document, the grantee agrees to abide by all 20 Grant Terms and Conditions on the reverse side of this document and the attached pages:

Signature of Law Enforcement Official with the
Authority to Accept this Grant Award

Tommy E. Ratliff, Sheriff

Typed Name and Title of Law Enforcement
Official

Date

Signature of Government Official with the Authority to
Accept this Grant Award

Elizabeth Sumter, Co. Judge

Typed Name and Title of Government Official

Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID:
96643

U.S. Department of Justice
Office of Community Oriented Policing Services
2010 Technology Program Grant Terms and Conditions

By signing the Award Document to accept this Technology Program grant, your agency agrees to abide by the following grant conditions:

1. The grantee agrees to comply with the terms and conditions in the 2010 COPS Technology Program Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); representations made in the COPS Technology Program grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.
2. The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were signed as part of its Technology Program application.
3. The funding under this project is for the payment of approved costs for the continued development of technologies and automated systems to assist state, local, and tribal law enforcement agencies in investigating, responding to, and preventing crime. The allowable costs for which your agency's grant has been approved are limited to those listed on the Financial Clearance Memorandum, which is included in your agency's award package.

The Financial Clearance Memorandum specifies the costs that your agency is allowed to fund with your Technology grant. It also describes any costs which have been disallowed after review of your proposed budget. Your agency may not use Technology grant funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

4. Travel costs for transportation, lodging and subsistence, and related items are allowable under the Technology Program with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. Part 225 (OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments), 2 C.F.R. Part 220 (OMB Circular A-21, Cost Principles for Educational Institutions), 2 C.F.R. Part 230 (OMB Circular A-122, Cost Principles for Non-Profit Organizations), and 48 C.F.R. Part 31.000, et seq. (FAR-31.2, Cost Principles for Commercial Organizations), as applicable.

When procuring services, hardware, software, or other equipment, the grantee agrees to procure and implement these items in accordance with the applicable standards outlined in the 2010 Technology Program Grant Owner's Manual.

6. State, local, and tribal governments must use Technology Program grant funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for grant purposes (hiring, training, purchases, and/or activities) during the grant period. In other words, grantees may not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that would have been dedicated to the COPS-funded item(s) in the absence of the COPS grant.

7. Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. Any extension requests received after an award has expired will be approved only under very limited circumstances.

8. Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its Technology Program award. Grant modifications under the Technology Program are evaluated on a case-by-case basis. All modification requests involving the purchase of new budget items must be approved, in writing, by the COPS Office prior to their implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

9. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Technology Program. The grantee agrees to cooperate with the monitors and evaluators.

10. To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting periodic programmatic progress reports and quarterly financial reports.

11. Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and programmatic reporting, and audit resolution. As a COPS Technology grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.

12. All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

13. Grantees using Technology Program funds to operate an interjurisdictional criminal intelligence system must comply with operating principles of 28 C.F.R. Part 23. The grantee acknowledges that it has completed, signed and submitted with its grant application the relevant Special Condition certifying its compliance with 28 C.F.R. Part 23.

14. Grantees who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$100,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down grant funds for that item.

15. The grantee agrees to submit one copy of all reports and proposed publications resulting from this grant 20 days prior to public release. Any publications (including written, software, visual, or sound, but excluding press releases, newsletters, and issue analyses), whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Grant # _____, awarded by the U.S. Department of Justice, Office of Community Oriented Policing Services. The opinions contained herein are those of the author(s) and do not necessarily represent the official position or policies of the U.S. Department of Justice. References to specific companies, products, or services should not be considered an endorsement by the author(s) or the U.S. Department of Justice. Rather, the references are illustrations to supplement discussion of the issues."

16. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

17. To facilitate communication among local and state governmental agencies regarding various information technology projects, the grantee agrees to notify the appropriate State Information Technology Point of Contact of the receipt of this grant award. For a list of State Information Technology Points of Contact, visit <http://www.it.eop.gov/default.aspx?area=policyAndPractice&page=1046>.

U.S. Department of Justice
Office of Community Oriented Policing Services
2010 Technology Program Grant Terms and Conditions

18. The grantee agrees to comply with 28 C.F.R. Part 61 (Procedures for Implementing the National Environmental Policy Act).
19. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.
20. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the awarding agency determines that the recipient is a high-risk grantee (28 C.F.R. Parts 66 and 70).

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 supplemental insurances for FY 2011

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Bean

SPONSORED BY: Ingalsbe

SUMMARY:

The recommendation is to maintain:

AFLAC for cancer, accident, sickness and STD

Superior Vision (rates have been reduced)

Texas Life – whole, MetLife – term (supplemental life)

Section 125 POP only

The only recommended change:

Switch to MetLife for the Group Basic Life with the 2-year rate guarantee

Please refer to back-up for additional information.

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

AGENDA ITEM: Discussion and possible action to re-classify 9 Corrections Officer positions to Deputy.

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

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: \$

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ratliff

SPONSORED BY: JUDGE SUMTER

SUMMARY: Please see attached



County of Hays OFFICE OF THE SHERIFF

Tommy Ratliff, Sheriff

The Sheriff's Office has proposed to re-classify the Correction Officers who perform transportation duties. We would like to take them out of the Correction Officer pay scale and move them into the Law Enforcement pay scale. We have been able to modify our original request and lower the fiscal impact down from \$78,000.00 plus fringe to \$32,000 plus fringe.

I was able to lower the figure by placing the person in the law enforcement pay scale as close to the current salary without taking a decrease in pay.

Sergeant Trelles – no fiscal impact as current salary falls within L.E salary range.

Corporal Shaffer - \$940.00

Deputy Ponce - \$1,683

Deputy Johnson - \$1,343

Deputy Key - \$3,399

Deputy Prado - \$6,296

Deputy Kutscher - \$3,399

Deputy Schuelke - \$11,590

Deputy Alvarez - \$3,399

Total - \$32,049

Fringe (add 20%) – \$38,458

As of 09/15/10 the payroll for the jail has approximately \$60,000 is salary savings according to the Auditor's Office. We would like to take the money required for the re-classification out of this year's budget to apply towards the fiscal impact for the 2011 budget.

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 Section 551.087 of the Texas Government Code, to receive information on Project American Way

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Amy Madison

SPONSORED BY: Ingalsbe

SUMMARY:

Amy Madison will be present to provide information regarding this project in Executive Session

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to 551.072 of the Texas Government Code, to deliberate the negotiation and purchase of Nicholson Ranch and its potential for prime endangered species habitat. Possible action may follow.

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

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: The Nature Conservancy

SPONSORED BY: Ford

SUMMARY:

Update from Jeff Francell on acquisition process, schedule for closure and USFWD determinations.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Executive Session pursuant to 551.071 and 551.072 of the Texas Government Code, consultation with counsel and deliberation regarding the Nicholson Ranch acquisition and options the County has in regards to the project.

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

☐ **WORKSHOP**

☐ **PROCLAMATION**

☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: September 21, 2010

AMOUNT REQUIRED: \$

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: CONLEY

SUMMARY: Summary to be provided in Executive Session.