

Commissioners Court -September 28, 2010
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **28TH** day of **September, 2010**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

INVOCATION:

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

PRESENTATIONS & PROCLAMATIONS

1	4	Presentation of retirement gift to Paulette Brown. SUMTER/BAEN
2	5-6	Approve a proclamation declaring October 5 th as National Night Out. SUMTER

PUBLIC COMMENTS

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

CONSENT ITEMS

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

3	7	Approve payments of county invoices. HERZOG
4	8-16	Approve Commissioner Court Minutes of September 13 & 21, 2010. SUMTER/FRITSCH
5	17-21	Approve Specifications for RFQ #2011-P01 Hays County Hazard Mitigation Action Plan Update and authorize purchasing manager to solicit for proposal and advertise. SUMTER/HERZOG/MAIORKA/HAUFF/TURNER
6	22-33	Authorize County Judge to execute Service Agreement with Philip Services Corporation (PSC) LLC for RFP #2010-P08 Household Hazardous Waste Collection Event that was approved in Commissioners Court on June 15, 2010. SUMTER/HERZOG/MAIORKA/PINNIX
7	34-51	Authorize County Judge to execute Professional Agreement with Sebesta Blomberg for RFQ #2010-P17 Commissioning Services for Hays County Government Center in an amount not to exceed \$295,900 approved in Commissioners Court on September 14, 2010. INGALSBE/HERZOG/MAIORKA
8	52-54	Ratify the County Judge's execution of the Advance Funding Agreement Amendment #1 for Bebee Road at Dacy Lane. INGALSBE
9	55	Accept a donation of an exam bed from Dr. Sue Ann Harrison to Personal Health Department. INGALSBE/HARGRAVES
10	56-58	Amend Budget of Human Resources for Continuing Ed. INGALSBE/BAEN
11	59	Approve extension of Professional Services Agreement with Tom Franke for Drainage Engineering Review until 9/30/11. FORD/LAMBRIGHT/BORCHERDING
12	60-61	Amend Budget of Tax Office in General Fund for website fees. SUMTER/CARAWAY/HERZOG
13	62-63	Amend Sheriff Office budget in General Fund for Continuing Ed. SUMTER/BROADBECK/HERZOG
14	64-65	Authorize the County Judge to execute Resolution and submit a grant application to the Texas Task Force on Indigent Defense for \$71,325. SUMTER/HAUFF

ACTION ITEMS

ROADS

15	66-70	Discussion and possible action to accept the bond for fiscal surety for the re-vegetation of the Green Acres Drive replacement bridge. CONLEY/BORCHERDING
16	71-73	Hold a public hearing to establish traffic regulations on Oak Grove Road at the intersection of Little Bear Road/Mourning Dove Lane and possible action. BARTON/BORCHERDING
17	74-75	Hold a public hearing to establish traffic regulations in The Vineyard subdivision and possible action FORD/BORCHERDING

SUBDIVISIONS

18	76-77	10-18-4 BC Acres Subdivision (2 Lots). Discussion and possible action to consider approval of preliminary plan. FORD/GARZA
19	78-79	10-20-4 Tract 9 Pioneer Ranches Subdivision. (1 Lot) Discussion and possible action to consider approval of preliminary plan. FORD/GARZA
20	80-83	Discussion and possible action to accept construction of the street and drainage improvements in the Dripping Springs Ranch Subdivision, Replat of Tract 4. Release construction surety in the amount of \$140,760. FORD/GARZA

MISCELLANEOUS

21	84-87	Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding (MOU) between Hays County Personal Health Department (PHD) and Community First Health Plans (a Medicaid program). SUMTER/HARGRAVES
22	88-92	Discussion and possible action to accept a grant from the Texas Department of Public Safety, Division of Emergency Management - Hazard Mitigation Grant Program for \$56,250 SUMTER/HAUFF
23	93-94	Discussion and possible action to authorize counsel to negotiate due diligence services related to a potential real property acquisition in Kyle, Texas; and to authorize the County Judge to execute due diligence services agreements negotiated by counsel. BARTON
24	95-106	Discussion and possible action to authorize the County Judge to negotiate and execute a Contractual Agreement with the Greater San Marcos Economic Development Corporation for economic development services. SUMTER
25	107-117	Discussion and possible action to authorize the County Judge to re-new the lease agreement with J.M. Kirkpatrick Enterprises, Inc. for Precinct 3 offices located in Wimberley. CONLEY
26	118	Discussion and Possible Action to authorize the County Judge to execute an Assignment and Assumption Agreement related to the acquisition of the Nicholson Ranch property; to perform buyer's obligation under the purchase agreement; and to authorize counsel to execute closing documents. Prior to deliberation or taking this action it may be necessary to convene the Court in Executive Session pursuant to 551.072 of the Texas Government Code in order to deliberate one or more aspects of the final real estate negotiation and/or acquisition. FORD/CONLEY

FY2011 BUDGET ITEMS – 1:30PM Public Hearing

27	119	Hold a public hearing on the proposed FY2011 Hays County Budget. SUMTER
28	120-121	Discussion and possible action to set the salaries and allowances for Hays County elected officials for FY2011. SUMTER
29	122	Discussion and possible action to adopt the FY2011 Hays County budget after making any final changes. SUMTER
30	123-124	Discussion and possible action to ratify the property tax increase reflected in the FY2011 Hays County budget. SUMTER
31	125-126	Discussion and possible action to approve an order adopting the tax rate for FY2011 and levy the taxes. SUMTER

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.

32	127	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
33	128	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding collective bargaining between Hays County and HCLEA, the designated bargaining agent for law enforcement officers employed by Hays County. This item may include discussion and/or action in Open Court. SUMTER

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 24TH day of September, 2010

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Presentation of retirement gift to Paulette Brown.

CHECK ONE:

☐ **CONSENT**

☐ **ACTION**

☐ **EXECUTIVE SESSION**

☐ **WORKSHOP**

☐ **PROCLAMATION**

☒ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Baen

SPONSORED BY: Sumter

SUMMARY:

Paulette Brown is retiring from the Tax Office, September 30, 2010 with 26 years of Hays County service.

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: Approve a proclamation declaring October 5th as National Night Out.

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

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: \$

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: SHERIFF TOMMY RATLIFF

SPONSORED BY: JUDGE SUMTER

SUMMARY: See Attach



111 E. San Antonio Street
San Marcos, Texas 78666

**Proclamation Declaring
NATIONAL NIGHT OUT 2010**

WHEREAS, the National Association of Town Watch (NATW) is sponsoring a nationwide crime, drug and violence prevention program on October 5, 2010 called "National Night Out"; and

WHEREAS, the "Annual National Night Out" provides a unique opportunity for Hays County to join forces with thousands of communities across the country in promoting cooperative, police-community crime and drug prevention efforts; and

WHEREAS, Hays County plays a vital role in assisting the Hays County Sheriff's Department through joint crime, drug and violence prevention efforts in Hays County; and

WHEREAS, it is essential that all citizens of Hays County be aware of the importance of crime prevention programs and the impact their participation can have on reducing crime, drugs and violence in Hays County; and

WHEREAS, police-community partnerships, neighborhood safety, awareness and cooperation are important themes of the "National Night Out" program;

NOW, THEREFORE WE, the Commissioners Court of Hays County, Texas, do hereby proclaim Tuesday, October 5th, 2010 as 'NATIONAL NIGHT OUT' in Hays County.

ADOPTED ON THIS 5th DAY OF OCTOBER 2010.

Elizabeth Sumter
Hays County Judge

Debbie Ingalsbe
Commissioner Precinct 1

Jeff Barton
Commissioner Precinct 2

Will Conley
Commissioner Precinct 3

Karen Ford
Commissioner Precinct 4

Attest"

Linda Fritsche, Hays County Clerk

Agenda Item Request Form

Hays County Commissioners' Court

2:00 p.m. Every Wednesday

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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: 9/28/10

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 13 & 21, 2010

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

PREFERRED MEETING DATE REQUESTED: SEPTEMBER 28, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 13TH 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
WILL CONLEY
KAREN FORD
LIZ GONZALEZ

COUNTY JUDGE
COMMISSIONER, PCT. 1
COMMISSIONER, PCT. 2
COMMISSIONER, PCT. 3
COMMISSIONER, PCT. 4
DEPUTY COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

HOLD A PUBLIC HEARING ON THE PROPOSED FY2011 HAYS COUNTY BUDGET.

Public Hearing AM - Dr. Mario Garza of the Indigenous Cultures Institute spoke. Maria Rocha of the Indigenous Cultures Institute spoke. Sharri Boyett of Prevent a Litter (PALS) spoke. Mary Rush resident of Wimberley spoke. Lenee Lovejoy resident of San Marcos spoke. Rob Roark resident of San Marcos spoke. Raymalee Carter resident of Driftwood spoke. Sam Brannon spoke on behalf of himself and the following people: Michael Waite, Justin Padgett, Jerry & Newlyn Moore, Jim Clements, Gaye Cobb, Laurel Sullivan, Dennis Rose, Steve Siegalt, John Sistrunk, Newby Chellete, Jacquelyn Warner, Lisa Spencer, Jaimie Todd. Public Hearing PM - Sherri Bilson a San Marcos resident spoke. Sam Brannon spoke on behalf of himself and Jerry & Newlyn Moore, Jim Clements, Lisa Spencer, Jaimie Todd, Richard Price, Laurel, Sullivan, Steve Siegalt, Wendy Chellete, Gaye Cobb, Katherine Cleavinger, Sharon Werner, Dennis Rose, John Sistrunk, Justin Padgett, Jacqueline Warner, Pam Hutchinson, George Baker, Stan Rech, Michael Voger. Mich Esser Wimberley resident spoke. Clint Frankmann, Wimberley resident spoke. Shelley Esser Wimberley resident spoke. Dennis Rose a Kyle resident spoke. Martha Lynn Seville San Marcos resident spoke. Maria Hamburger resident of Dripping Springs spoke. Jimmy Skipton Dripping Springs resident spoke. Constable Pct 4 Ron Hood spoke. Constable Pct 2 James Kohler spoke. Donna Reeder San Marcos resident spoke. Michele Tuttle Hays County Treasurer spoke of needing filing cabinets and spoke of the restructuring within her office and requesting a 6% increase for the Accountant II position. Tommie Ratliff Hays County Sheriff and Mike Davenport spoke of the Crime Analyst position they have requested. There was a discussion about the deputy to public ratio. The Sheriff spoke of needing additional officers. Mike Davenport spoke of the training that TCLEOSE requires and what is conducted at the HCSO for deputies already certified. There is a 20 week training class for becoming peace officers. Chief Sherman Brodbeck spoke of needed personnel in the Vehicle Maintenance Department within the Sheriff's Office. He spoke of needing an additional mechanic to continue to do the services not just for the Sheriff's Office but for all county departments. Sheriff was requesting re-grading of Correction Officers to Transportation Officers. Patrol Admin II was re-graded to Admin III, Sheriff is requesting the salary be increased the 25th percentile. Brad Robinson spoke of needing additional people for Jail Maintenance with all the renovations currently taking place. Chief Deputy Sherman Brodbeck spoke of needing a riding lawn mower for the Law Enforcement Center. The Sheriff's Department requested \$3,200 for the riding mower and the Court recommended \$1,000. Chief Brodbeck is requesting a Ford Expedition for Commanders and SWAT Team. Chief Brodbeck also requested that the Sheriff's Department get a lump sum of money for vehicle rather than setting it for a specific vehicle. Brad Robinson spoke requested an additional \$3,000 for the supplies line item. Mike Davenport requested additional money in Misc Expenses line item for additional badges. He was asking for new furniture for new positions if the positions are approved. Priscilla Hargraves Director of the Personal Health Department requested Electronic Medical Records system to help the Personal Health Department to become totally paperless. This would take place over a 3-year period. The Personal Health Department needs this to comply with the Medicare by 2015. At this time Priscilla Hargraves is requesting an additional \$10,000 in Contract Services for Webflow. Constable Pct 2 James Kohler requested an additional Deputy. He currently has 3 full-time Deputies and 1 Reserve Deputy and 1 Admin. He stated that he does not need a taser if he is granted a new Deputy Position. District Clerk Cecilia Adair requested a re-organization & re-grades not for herself but for the incoming District Clerk and it would go into effect January 1, 2011. This would be an increase of \$14,912. Joyce Cowan Elections Administrator requested funding for V Max software, the HAVA Funds (Chapter 19) are not available for this item. The request is for \$50,000. Hays County is currently on the TEAM system which was funded by HAVA (Chapter 19). Constable Pct 5 Matt Mancillas requested an additional Deputy. This position would be used to Bailiff in JP-5's Court. The previous JP didn't use a Bailiff. County Court at Law Judge Linda A. Rodriguez spoke on behalf of the Bail Bond Board. Bail Bond Board is requesting a new person that would be paid out of their own fund. This is a part-time position that would earn between \$10 - \$15 per hour and work about 10 hours per week. Mark Kennedy Chief District Attorney for the Civil Section spoke of requests for the District Attorney Sherri Tibbe. The request is: While a 3 & 7 year career promotion does not represent a step program, a middle ground might still be most appropriate: 1) ADA's continue to qualify for career promotions (6%) when they've achieved 3 and 7 years of relevant licensure: Attorney II (3.01 - 7 years), Attorney III, 7.01 years and up. Attorney IV positions are reserved for Chiefs. 2) If an ADA is awarded a career promotion in a given fiscal year, that ADA will not qualify for any merit raise set for that year by Commissioners Court. 3) If an ADA is awarded a career promotion in a given fiscal year, that ADA will qualify for any COLA set for that year by Commissioners Court. 4) All ADA's not being awarded a career promotion in a given fiscal year will qualify for any raise set for that year by Commissioners Court. 5) Career promotion requests will not be awarded if an ADA's performance is substandard, as determined by the District Attorney.



SEPTEMBER 13, 2010

VOLUME U PAGE 441

DISCUSSION TO SET THE SALARIES AND ALLOWANCES FOR HAYS COUNTY ELECTED OFFICIALS FOR FY2011

The Citizens Committee recommended a salary increase for JP's at \$60,265 & Constables at \$55,000. Commissioners discussed the issue and decided not give any increases at this time. Mark Kennedy spoke about the recommendation. No action taken.

DISCUSSION TO ADOPT THE FY2011 HAYS COUNTY BUDGET AFTER MAKING ANY FINAL CHANGES

The Court agreed to the following changes to the budget – Treasurer – Asst Treasurer at a cost of \$3,936. Personal Health – Electronic Medical Records system \$34,916 to come out of Reserves. Elections – if Joyce Cowan can't swap the Grant for V Max software then the money will come out of Reserves. Constable Pct 2 – No new deputy. Constable Pct 5 – No new deputy. Bail Bond Board – part-time position approved. District Attorney – Court supports Mark Kennedy's proposal. District Clerk – Re-organization – Court will reconsider in January with money coming out of salary savings. Tax Office – Website design will be taken out of FY2011 Contingencies. Sheriff's Dept – Crime Analyst hire out of the Buda deputies – start Jan 1, 2011, Admin I (training) will start Jan 1, 2011, lawn mower – an additional \$500, vehicle – Ford Expedition \$25,000 out of Reserves & find the equipment money out of HCSO budget, Maintenance Person – temporary part-time position without benefits possibly out of Reserves, Law Enforcement Supplies – additional \$2,000. Personal Health Indigent – Increase medical supplies \$50,000, Increase medical services - \$50,000. LBJ Museum – Construction funds \$225,000 out of Reserves. IT – Time Keeping system out of Reserves. JP – Magistration forms \$700 for all JP's not each.

Clerk's Note Agenda Item #4 RE: DISCUSSION AND POSSIBLE ACTION TO RATIFY THE PROPERTY TAX INCREASE REFLECTED IN THE FY2011 HAYS COUNTY BUDGET – **was pulled**

Clerk's Note Agenda Item #5 RE: DISCUSSION AND POSSIBLE ACTION TO APPROVE AN ORDER ADOPTING THE TAX RATE FOR FY2011 AND LEVY THE TAXES – **was pulled**

Court will discuss these items on September 28, 2010.

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 13, 2010.



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



SEPTEMBER 21, 2010

VOLUME U PAGE 447

STATE OF TEXAS *

COUNTY OF HAYS *

ON THIS THE 21ST 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
DEBBIE GONZALES INGALSBE
JEFFERSON W. BARTON
WILL CONLEY
KAREN FORD
LINDA C. FRITSCHKE

COUNTY JUDGE
COMMISSIONER, PCT. 1
COMMISSIONER, PCT. 2
COMMISSIONER, PCT. 3
COMMISSIONER, PCT. 4
COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor John McComb of San Marcos Community Church gave the invocation and Commissioner Conley led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

PUBLIC COMMENT

Marissa Erher, Jim Holloway, and Ruben Becerra made public comment regarding Phoenix Renewable Energy. Sam Brannon made public comment against pay raises for elected officials and a tax increase.

PRESENTATION FROM THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT

Jimmy Skipton introduced Alex Broun, District Geologist. He presented members of the court with a DVD titled "Hydrogeologic Atlas of the Hill Country Trinity Aquifer" Blanco, Hays and Travis Counties and spoke of data contained in the DVD.

27428 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve payments of county invoices in the amount of \$528,468.90 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

27429 APPROVE COMMISSIONER COURT MINUTES OF SEPTEMBER 3 & 14, 2010

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve Commissioner Court Minutes of September 3 & 14, 2010 as presented by the County Clerk. All voting "Aye". MOTION PASSED

27430 CONFIRM THE APPOINTMENT OF ALLEN M. BRIDGES AS DEPUTY CONSTABLE FOR CONSTABLE PCT. 1, DAVID PETERSON EFFECTIVE SEPTEMBER 21, 2010

A motion was made by Commissioner Ingalsbe, Seconded by Commissioner Barton to confirm the appointment of Allen M. Bridges as Deputy Constable for Constable Pct 1, David Peterson effective September 21, 2010. All voting "Aye". MOTION PASSED

27431 APPROVE UTILITY PERMITS

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve utility permit #820 on Hays County Acres Road issued to LCRA Water Supply Corp, permit #821 on Barton Creek Drive to PEC, and permit #822 on Bebee Road (CR 122) to PEC as submitted by the RTPD Department. All voting "Aye". MOTION PASSED



- 27432 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**

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.

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

- 27433 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**

On March 9, 2010 the 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. The total grant amount does not change. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to 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. All voting "Aye". MOTION PASSED

- 27434 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**

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 had to be expedited due to the termination date of the grant which expires September 21, 2010. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to ratify execution of Change Order #1 with J.D. Ramming Paving Company, Inc., in the amount of \$2,310 for work on the Cedar Oak Mesa Water Improvement Project. All voting "Aye". MOTION PASSED

- 27435 ACCEPT ADDITIONAL CONTRIBUTIONS FOR HISTORICAL COMMISSION/BUCK WINN PROJECT TOTALING \$2700.00 AND BUDGET FOR EXPENSES**

Historical Commission has received additional contributions of \$2,700 and needs to budget that amount for needed expenses. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to accept additional contributions for Historical Commission/Buck Winn Project totaling \$2,700 and budget for expenses. All voting "Aye". MOTION PASSED

- 27436 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**

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



SEPTEMBER 21, 2010

VOLUME U PAGE 449

Clerk's Note: Agenda Item #11 Re: APPROVE COMMERCIAL SEPTIC PERMIT FOR THE RPTP FACILITY ON YARRINGTON ROAD was PULLED.

27437 CALL FOR A PUBLIC HEARING ON OCTOBER 5, 2010 TO ESTABLISH TRAFFIC REGULATIONS IN DEER CREEK SUBDIVISION

Original recommendation was to establish a speed limit of 25 MPH on Deer Creek Circle and on Green Oak Drive in Deer Creek subdivision. Commissioner Ford advised that she will recommend a 20 MPH speed limit. A motion was made by Commissioner Ford, seconded by Judge Sumter to call for a public hearing on October 5, 2010 to establish traffic regulations in Deer Creek Subdivision. All voting "Aye". MOTION PASSED

27438 BUSH RANCH PHASE 2 SECTION 1 [10-17-4 - 1 LOT] - APPROVE PRELIMINARY PLAN

Programs Manager-Development Services Division Clint Garza advised that the Bush Ranch Subdivision is located on Hwy 290 across from Nutty Brown Road in Precinct 4. Phase 2 is located immediately west of Phase 1 and is still served by Hays County MUD #4 for wastewater and storm water service. Section 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 Hays County Regulations including water/wastewater availability and storm water conveyance. He gave staff recommendation for preliminary plan approval. A motion was made by Commissioner Ford, seconded by Commissioner Barton to approve preliminary plan for Bush Ranch Phase 2 Section 1. All voting "Aye". MOTION PASSED

27439 REVISED PLAT OF LOT 1B AND 1C J.M.J. SUBDIVISION. [10-21-4 - 1 LOT] WAIVE PRELIMINARY PLAN AND PUBLIC HEARING AND APPROVE FINAL PLAT

Programs Manager-Development Services Division Clint Garza advised that 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. He gave staff recommendation for approval of final plat. A motion was made by Commissioner Ford, seconded by Commissioner Barton to waive preliminary plan and public hearing and approve final plat of revised plat of Lot 1B and 1C J.M.J. Subdivision. All voting "Aye". MOTION PASSED

27440 APPROVE THE 2011 SHERIFF AND CONSTABLES FEES PURSUANT TO LOCAL GOVERNMENT CODE 118.131

The law requires each Commissioners court to set fees charged for civil services by the office 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. 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. A motion was made by Commissioner Conley, seconded by Judge Sumter to approve the 2011 Sheriff and Constables Fees Pursuant to Local Government Code 118.131 as presented. All voting "Aye". MOTION PASSED

27441 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

Six ballots were sent out with 4 returned in Favor and 1 Against the improvements & assessment of roads in the Indian Creek Ranch Subdivision. A motion was made by Commissioner Barton, seconded by Judge Sumter 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. All voting "Aye". MOTION PASSED. A motion was made by Commissioner Barton, seconded by Judge Sumter to order the improvements and assessment for the cost of the improvements in the Indian Creek Ranch Subdivision pursuant to Texas Transportation Code Chapter 253.

Clerk's Note: Agenda Item #17 RE: ESTABLISH AN ECONOMIC DEVELOPMENT POLICY COMMITTEE was PULLED.



27442 RENEW AGREEMENT FOR ALTERNATIVE DISPUTE RESOLUTION SERVICES WITH CENTRAL TEXAS ALTERNATIVE DISPUTE RESOLUTION, INC

Hays County DRC Executive Director Anna Bartkowski and Hays County DRC President Walter Krudop appeared before the court. They discussed funding, expenses, programs and services. They are requesting \$20,000 in funding for FY2011. Assistant District Attorney Mark Zuniga spoke in support of alternative dispute resolution services. A discussion was had regarding expenses. A motion was made by Judge Sumter, seconded by Commissioner Ford to renew Agreement for Alternative Dispute Resolution Services with Central Texas Alternative Dispute Resolution, Inc. in the amount of \$20,000 with \$10,000 to be funded in FY2010 and \$10,000 in FY2011 with the court evaluating the services and expenses in the first quarter of FY2011 with possible savings in 2012 budget request. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED

27443 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

This agreement is 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. A motion was made by Commissioner Ford, seconded by Judge Sumter 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 in an amount not to exceed \$7,950. All voting "Aye". MOTION PASSED

27444 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

Grants Administrator Jeff Hauff explained. 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 Court on July 6, 2010 authorized Commissioner Ford to negotiate a contract with the selected firm for later 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 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. A motion was made by Commissioner Ford, seconded by Judge Sumter to authorize the County Judge to execute the contract with Texas Energy engineering Services Inc. in the amount of \$42,250 to conduct an energy audit of county buildings associated with the SECO Energy Efficiency and Conservation Block Grant Award. All voting "Aye". MOTION PASSED

27445 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

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 feel there is an excellent chance of obtaining the grant. Ms. Johnson feels the formal request should come from the County. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe 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. All voting "Aye". MOTION PASSED



SEPTEMBER 21, 2010

VOLUME U PAGE 451

27446 APPROVE RIGHT OF WAY REQUEST FROM PEDERNALES ELECTRIC COOPERATIVE, INC. ON HAYS COUNTY PROPERTY LOCATED ON FM 150 WEST IN KYLE

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 for the strip of land five (5) feet in width to run adjacent and parallel to the north property line.

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve Right of Way request from Pedernales Electric Cooperative, Inc. on Hays County property located on FM 150 West in Kyle subject to final review by Special Counsel. All voting "Aye". MOTION PASSED

27447 APPROVE STATE HIGHWAY 21 AT ROHDE ROAD WORK AUTHORIZATION #5

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 reserve have been realized. At that time, the Court would need to take additional action to authorize any construction on this project. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve SH 21 at Rohde Road Work Authorization #5, not to exceed \$160,191.68. All voting "Aye". MOTION PASSED

27448 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

On June 29, 2010 the 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. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe 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. All voting "Aye". MOTION PASSED

27449 APPROVE THE SUPPLEMENTAL INSURANCES FOR FY 2011

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. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve the supplemental insurances for FY 2011 as recommended. All voting "Aye". MOTION PASSED

DISCUSSION REGARDING RE-CLASSIFICATION OF 9 CORRECTIONS OFFICER POSITIONS TO DEPUTY

Deputy Sheriff Mike Davenport and Sheriff Tommy Ratliff appeared before the court. Deputy Davenport spoke of funding options. No action was taken.

Clerk's Note Agenda item #27 RE: EXECUTIVE SESSION PURSUANT TO SECTION 551.087 OF THE TEXAS GOVERNMENT CODE, TO RECEIVE INFORMATION ON PROJECT AMERICAN WAY – was pulled



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

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

Court convened into closed executive session at 10:25 a.m. and reconvened into open meeting at 11:25 a.m. No action was taken.

Clerk's Note: Agenda Item #30 RE: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINCT OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS was PULLED.

Clerk's Note: Agenda Item #31 Re: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR was PULLED.

27450 DISCUSSION OF BUDGET WITH ACTION

Special Counsel Mark Kennedy spoke of salary grievance procedure and read an Attorney General's Opinion. Constable Pct. 2 James Kohler spoke regarding elected official salaries. Deputy Sheriff Mike Davenport asked about requested regrades. Shari Miller (Human Resources) spoke of regrades under consideration. Court discussed elected official salary increases and procedure to be followed. Discussion was had regarding 46.92 cent tax rate and 2% salary increase for elected officials.

A motion was made by Commissioner Conley, seconded by Commissioner Ford to authorize the County Judge to notify elected officials of the court's intent to not give elected officials any salary increase in FY2011. All voting "Aye". **MOTION PASSED**

Court was adjourned.

I, LINDA C. FRITSCHKE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on SEPTEMBER 21, 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: Approve Specifications for RFQ #2011-P01 Hays County Hazard Mitigation Action Plan Update and authorize purchasing manager to solicit for proposal and advertise.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Hauff/Turner

SPONSORED BY: Judge Sumter

SUMMARY: see attached specifications

Hays County, Texas
Request for Qualifications
Hays County Hazard Mitigation Action Plan
Hays County RFQ #2011-P01

I. Summary

Hays County, Texas requests the submission of qualifications from firms for preparing/updating a Hazard Mitigation Action Plan (HMAP) for the County and participating partners. This plan will fulfill all federal, state and local hazard mitigation plan requirements and meet or exceed standards found under 44CFR201.6 for mitigation planning in order to be FEMA approved. The project is being financed in part by a federal grant administered by the Texas Department of Emergency Management.

II. Scope of Work

Hays County, Texas intends to contract with a qualified consultant for development of a Hazard Mitigation Plan encompassing Hays County and eleven (11) local communities within the County. The purpose of the mitigation plan is to identify natural hazards, to identify actions and activities to reduce any losses from those hazards, and to establish a coordinated process to implement the plan. The following are key elements in preparation of the plan:

A. Critical Requirements

1. The multi-jurisdictional plan shall meet or exceed Interim Final Rule for Local Mitigation Planning found in 44CFR201.6;
2. Natural hazards assessed by this plan shall be coordinated with the current FEMA approved State Hazard Mitigation Plan;
3. A complete and accurate crosswalk will be submitted to the State and FEMA when review is requested;
4. Quarterly Progress Reports will be prepared and submitted to the Texas Division of Emergency Management;
5. A copy of the executed contract with the consultant will be submitted with the first quarterly report, along with a report from the Excluded Parties List System showing that the chosen contractor has not been excluded from doing business with the Federal Government;
6. Consultant shall coordinate the adoption of resolutions from each of the plan participants in order to maintain eligibility for FEMA mitigation grant programs;
7. The Plan will be submitted to the State of Texas, Department of Emergency Management for review no later than August 24, 2011;
8. The project shall be completed – with full FEMA approval – no later than August 24, 2012.

B. Consultant Services

In addition to meeting the above requirements, the consultant will conduct three public meetings to gather information and brief the public on Plan elements, and meet with plan participants as necessary to gather and assess information to be presented in the Plan. One of the public meetings will include a presentation to the Hays County Commissioners Court for adoption of the Plan. The consultant shall collect data, review and analyze existing and potential hazards and how they may impact development, property and lives within the County. Background information will also be obtained on area history,

property status, infrastructure, land use and other relevant elements to determine essential components of the plan. Current plans associated with disaster and emergency response efforts shall be reviewed and integrated into the overall plan. The consultant shall provide the County with updates on progress of the planning effort, and provide a draft plan to the County for review prior to submission of the plan to the Texas Division of Emergency Management.

III. Response Content

The Response shall be organized as follows and limited to a maximum of fifteen (15) pages:

- Cover Letter – briefly describe your ability and interest in conducting the work - letter must be signed by a person having authority to enter into contract;
- Company Technical Experience – describe your experience in preparing previous Hazard Mitigation Plans or similar plans, including knowledge of current FEMA plan requirements; provide a list of related work performed in the last 3-5 years, including client, location, services provided by your firm, and owner contact name;
- Approach to Tasks in Scope of Work – describe your approach to providing the services requested and availability to conduct the project in a timely manner;
- Company Organization – describe your company structure and the capacity to perform the work;
- Personnel Qualifications and Resumes – provide a current resume for all personnel who may or will be assigned to this project;
- List of References – provide a minimum of five references for projects you have provided services similar to that in this RFQ; for each reference, indicate the organization, contact person, telephone, type of work provided, date(s) of service, and project status.

IV. Evaluation Criteria:

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

- Approach to the Scope of Work and Methodology– 30 pts.
- Company Technical Experience and Past Performance– 30 pts.
- Company Organization – 20 pts.
- Personnel Qualifications and Experience – 20 pts.

Interviews may be conducted with any Respondent in the evaluation of the Response to discuss their qualifications, resources and ability to provide the service specified.

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

V. Response Submission

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

**Hays County Purchasing Office
111 E. San Antonio St., Ste. 101
San Marcos, TX 78666
Attn: Hays County RFQ #2010-P01**

Envelopes should be clearly marked "Hays County Hazard Mitigation Plan Response".

Responses must be received no later than 2:00 p.m. Central Time on October 14, 2010. Facsimile or electronically transmitted responses will not be accepted. Responses received after this time and date will not be considered.

Questions regarding the project may be directed to:

**Jeff Hauff, Grants Administrator
111 E. San Antonio St., Suite 303**

San Marcos, TX 78666
Phone: 512-393-2209
E-mail: Jeff.Hauff@co.hays.tx.us

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

1. It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.
2. It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:
 - A. The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.
 - B. A business or organization in which the employee, or any member of the employee's family immediate family, has a financial interest pertaining to the procurement.
 - C. **Gratuities:** It shall be breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

- D. **Kickbacks:** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.
- E. **Contract Clause:** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.
- F. **Any effort to influence any employee, elected official, or department head to violate the standards of this code are grounds to void the contract. Please certify by your signature below that you understand the ethics policy of Hays County and in no way will attempt to violate the code.**

SIGNATURE: _____

PRINT NAME AND TITLE: _____

COMPANY NAME: _____

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AGENDA ITEM: Authorize County Judge to execute Service Agreement with Philip Services Corporation (PSC) LLC for RFP #2010-P08 Household Hazardous Waste Collection Event that was approved in Commissioners Court on June 15, 2010.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Pinnix

SPONSORED BY: Commissioner Ford

SUMMARY: (see attached) The Service Agreement has been reviewed by legal counsel.

ORIGINAL

MASTER SERVICE AGREEMENT

This Agreement is entered into as of the ____ day of September, 2010 (the "Agreement") by and between Philip Reclamation Services, Houston, LLC, a subsidiary of PSC Environmental Services, LLC (hereinafter "CONTRACTOR") and Hays County, a political subdivision of the State of Texas (hereinafter "CUSTOMER");

1. **Purpose and Term of Agreement** This Agreement sets forth the terms and conditions under which CONTRACTOR shall provide the Services (as hereinafter defined). The term of this Agreement shall commence on the Effective Date (as defined in Paragraph 26 below) and shall continue in effect until terminated in accordance with Paragraph 15 below.

2. **Services**

a. **Services Offered.** This Agreement provides for the expedited and simplified contracting and performance of Services by CONTRACTOR for CUSTOMER as provided in any Work Order Authorization (as hereinafter described) issued under this Agreement and accepted by CONTRACTOR, subject to the terms and conditions governing such Services as set forth in this Agreement, an Attachment or a Work Order Authorization.

b. **Work Order Authorization.** When CUSTOMER requires any Services covered by this Agreement, CUSTOMER shall issue to CONTRACTOR, in writing, a purchase order, work authorization, notice to proceed, bid, or proposal (hereinafter "Work Order Authorization"). Any Work Order Authorization issued by CUSTOMER is subject to the terms and conditions of this Agreement. If CONTRACTOR agrees to perform the Services requested in the Work Order Authorization, CONTRACTOR shall provide the Services under the terms and conditions of this Agreement, the relevant Attachments(s) identifying the Services, and the applicable Work Order Authorization. In the event of any conflict between this Agreement and an Attachment or a Work Authorization, this Agreement shall control. To the extent not inconsistent with this Agreement, the terms of an Attachment shall control over those of a Work Authorization.

3. **Fees and Billing**

a. **Amount.** CUSTOMER agrees to pay CONTRACTOR for the performance of the Services hereunder at the fees or rates set forth in the Attachment(s) or in a Work Order Authorization issued, or if not specified therein, at CONTRACTOR's standard fees or rates for such Services at the time the Services are rendered.

b. **Invoices.** Unless otherwise specified in writing signed by CONTRACTOR, CONTRACTOR shall invoice CUSTOMER on a monthly basis or as agreed for the Services performed, and CUSTOMER shall pay such invoice within thirty (30) days after the date of the invoice. In the event CUSTOMER has a good-faith objection to an invoice, CUSTOMER shall pay the undisputed amount pursuant to the terms of this Agreement and notify CONTRACTOR of said objections. To the extent CUSTOMER has paid CONTRACTOR for any of the Services, CONTRACTOR shall not create any lien or encumbrance on the CUSTOMER'S property relating to such Services.

c. **Late Payment.** For any payment received by CONTRACTOR after thirty (30) days from the date of invoice, CONTRACTOR may charge CUSTOMER an additional service charge of 1.5 percent per month of the amount of the invoice or the maximum percentage allowed by law, whichever is less. CUSTOMER shall pay all reasonable costs of collection, including attorneys' fees and expenses, incurred by CONTRACTOR in the collection of payment of invoices which are not paid or timely paid by CUSTOMER.

d. **Non-Payment of Invoices.** Except for invoices or portions thereof with respect to which CUSTOMER has timely notified CONTRACTOR of a good-faith objection, if payment of CONTRACTOR invoices is not maintained on a 45-day current basis, CONTRACTOR may suspend further performance of any or all Services and/or withhold any and all materials, labor, work or data from CUSTOMER until full payment is made.

e. **Change in Fees or Rates.** Fees or rates for Services may be changed by CONTRACTOR upon thirty (30) days prior written notice to CUSTOMER unless the parties agree in a writing signed by both parties that such fees or rates shall remain the same for a period longer than thirty (30) days; provided however, 1) CUSTOMER shall, at CUSTOMER'S reasonable discretion, pay for any additional charges incurred by CONTRACTOR for fees, taxes, tariffs, surcharges, costs, or other charges related to the Services imposed by laws or regulations which become effective after CUSTOMER issues the Work Order Authorization; and 2) fees and rates for Services related to a particular Work Authorization may not be changed after commencement of work pursuant to that Work Authorization

4. **Warranties, Representations, and Standard of Care** CONTRACTOR warrants and represents that (i) it possesses the business, professional, and technical expertise to perform the Services, (ii) it possesses the equipment, facilities, and employees to perform the Services, (iii) it shall perform the Services, within the limits prescribed by CUSTOMER, in a safe and workmanlike manner consistent with the care and skill ordinarily exercised for such services by other companies providing similar services under similar circumstances and conditions at the same time and in the same locality, (iv) it shall perform the Services in material compliance with all valid and applicable laws and regulations, and (v) its facilities have been issued, as of the date of this Agreement, all material permits, licenses, certificates, or approvals required by applicable statutes, ordinances, orders, rules and regulations necessary to perform the Services (hereinafter the "Standard of Care"). THE EXPRESS WARRANTIES SET FORTH IN THIS PARAGRAPH ARE EXCLUSIVE, AND ALL OTHER WARRANTIES OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, STATUTORY, OR IMPLIED (WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OF USAGE), INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED AND ARE EXPRESSLY EXCLUDED FROM THIS AGREEMENT AND FROM ALL ATTACHMENTS AND WORK AUTHORIZATIONS RELATED HERETO.

5. **Notice of Non-Compliance with Law** CONTRACTOR shall notify CUSTOMER in the event its permits, licenses, certificates, or approvals to perform the Services or to operate a facility are modified, revoked, suspended, surrendered, transferred or otherwise changes such that there is a material adverse effect upon the Services.

6. **Audits** CUSTOMER or its duly authorized representative may request and shall be granted reasonable access, at reasonable times, to facilities of CONTRACTOR being used or proposed to be used for the Services and to applicable permits, permit applications and documentation required by all applicable federal, state or local authorities for such facilities and for the Services to be performed hereunder. Any information obtained through such access and audits shall be subject to the confidentiality provisions in Paragraph 9 below.

7. **Indemnification**

a. To the fullest extent allowed by law, CONTRACTOR agrees to indemnify, hold harmless and defend CUSTOMER, its officers, directors, shareholders, agents, subcontractors and employees (collectively, the "CUSTOMER indemnified parties") from and against any and all liabilities, demands, claims, fines, penalties, damages, losses, expenses, forfeitures and suits (including costs of investigation, defense, settlement, expert fees, reasonable attorney's fees, and court costs) which CUSTOMER indemnified parties may hereafter incur, become responsible for, or pay out as a result of death or bodily injury or threat thereof to any person, destruction or damage to any property, contamination of or adverse effect on natural resources or the environment, any violation of local, state, or federal laws, regulations or orders, or any other damages claimed by third parties (collectively "damages") to the extent caused by or arising directly as a result of CONTRACTOR's negligent or willful acts or omissions in performance of services under this agreement, CONTRACTOR's violation of any statute, regulation or law, or CONTRACTOR's breach of any warranty, representation or duty under this agreement. CONTRACTOR's duty of indemnification under this paragraph 7(a) shall not apply to the extent damages were caused by the negligence, gross negligence, or willful acts or omissions or other fault of CUSTOMER indemnified parties.

b. To the fullest extent allowed by law, CUSTOMER agrees to indemnify, hold harmless and defend CONTRACTOR, its officers, directors, shareholders, agents, subcontractors and employees (collectively, the "CONTRACTOR indemnified parties") from and against any and all damages which CONTRACTOR indemnified parties may hereafter incur, become responsible for, or pay out arising directly as a result of CUSTOMER's negligent or willful acts or omissions under this agreement, CUSTOMER's violation of any statute, regulation or law, CUSTOMER's breach of any warranty, representation or duty under this agreement, any allegation that CONTRACTOR is the owner or generator of any waste materials, or any pre-existing conditions at CUSTOMER's facilities or property. CUSTOMER's duty of indemnification under this paragraph 7(b) shall not apply to the extent such damages were caused by the negligence, gross negligence, or willful acts or omissions or other fault of the CONTRACTOR indemnified parties.

c. In any and all claims by an employee of either party or its subcontractors, the obligations set forth in this paragraph shall not be limited in any way by any limitation of the amount or types of damages, compensation or benefits payable under the workers' compensation laws, disability benefits or other employee benefit laws. The parties agree not to invoke against each other any immunity or other bars to suit provided by these laws, but only to the extent necessary to enforce the obligations in this paragraph. The obligations set forth in this paragraph shall survive the termination of this agreement.

d. In no event shall either party be liable for the other party's special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, whether arising by breach of contract, breach of warranty or tort, including negligence.

8. **Insurance** CONTRACTOR shall procure and maintain, at its expense, during the term of this Agreement, at least the following insurance:

COVERAGE	LIMITS
Worker's compensation	Statutory \$500,000 each occurrence
Commercial General Liability	\$1,000,000 each occurrence/aggregate
Commercial Automobile Liability	\$1,000,000 combined single limit
Pollution Legal Liability (Sudden or Accidental)	\$1,000,000 each occurrence \$2,000,000 combined single limit

CONTRACTOR shall give CUSTOMER thirty (30) days notice of cancellation or material alteration of such insurance coverage. CONTRACTOR agrees to furnish to CUSTOMER insurance certificates upon request showing compliance with the above requirements. In no event shall CONTRACTOR's liability under this Agreement, including the indemnity obligations contained herein, exceed the amount of the above-referenced coverages.

9. **Confidentiality**

a. **Confidential Information.** CONTRACTOR and CUSTOMER shall treat as confidential property and not disclose to others during or subsequent to the term of this Agreement, except as required by law or as is necessary to perform this Agreement (and then only on a confidential basis satisfactory to both parties), any information (including any technical information, experience or data) regarding either party's plans, programs, plants, processes, products, costs, equipment, operations, chemical constituents or customers which may come within the knowledge of the parties, their officers or their employees in the performance of this Agreement ("Confidential Information"), without in each instance securing the prior written consent of the other party. CONTRACTOR, upon CUSTOMER's request, shall have its employees, agents, and subcontractors sign reasonable and customary confidentiality agreements furnished by CUSTOMER.

b. **Exceptions.** Nothing above, however, shall prevent either party from disclosing to others or using in any manner Confidential Information which the disclosing party can show:

(i) had, at the time of such disclosure or use, been published and become part of the public domain (other than by acts, omissions or fault of the disclosing party or their employees);

(ii) had, at the time of such disclosure or use, been furnished or made known to the disclosing party by third parties (other than those acting directly or indirectly for or on behalf of the disclosing party) as a matter of legal right without restrictions on its disclosure;

(iii) was in the disclosing party's possession prior to the disclosure of the Confidential Information by one party to the other;

or

(iv) was developed independently by the receiving party without use of Confidential Information of the other party.

10. **Ownership and Maintenance of Documents.**

a. **Documents.** All reports, notes, calculations, data, maps, photographs, drawings, bid documents and responses, estimates, specifications and other documents and computerized materials (collectively "Documents") prepared or maintained by CONTRACTOR are and shall remain the property of CONTRACTOR. Any Documents provided to CUSTOMER are for CUSTOMER's use only for the purposes disclosed to CONTRACTOR, and CUSTOMER shall not transfer them to any other person or use them or permit them to be used for any extension of the Services or any other project or purpose for which they were not prepared, without written consent of CONTRACTOR, unless otherwise required by Law.

b. **Maintenance of Documents.** CONTRACTOR shall maintain for CUSTOMER all such Documents as originals or copies or on microfilm for a period of no less than two (2) years after completion of the Services. CUSTOMER shall specify in advance, in writing, and shall be charged for all arrangements for special or extended storage or maintenance of such Documents by CONTRACTOR.

11. **CUSTOMER Site Access** CUSTOMER shall provide access to CUSTOMER's property and/or worksite during regular business hours as necessary to perform Services hereunder. CUSTOMER shall provide CONTRACTOR, its employees and subcontractors a safe working environment for any Services performed. CONTRACTOR, its employees and subcontractors shall comply with CUSTOMER's

safety procedures, provided such procedures are conspicuously and legibly posted in the working area or have been delivered, in writing, to CONTRACTOR prior to the commencement of Services. CUSTOMER grants to CONTRACTOR and warrants (if the project site is not owned by CUSTOMER) that permission has been granted by all persons necessary for CONTRACTOR, its employees, agents and subcontractors to enter the property on which the Services are to be performed for the purposes of performing the Services.

12. **Independent Contractor** The relationship between CONTRACTOR and CUSTOMER under this Agreement shall be that of independent contractors. Each party shall exercise its own discretion in the method and manner of performing its duties, and neither party shall exercise control over the other except insofar as may be necessary to ensure performance and compliance with this Agreement. Employees, methods, equipment and facilities used by a party shall at all times be under its exclusive direction and control. Nothing in this Agreement shall be construed to designate either party, or any of its employees, as employees, agents, joint venturers or partners of the other party.

13. **Delays** In the event that CONTRACTOR's Services are interrupted due to causes outside of its control (except for Force Majeure), CONTRACTOR shall be compensated for the labor, equipment, and other costs (in accordance with CONTRACTOR's current Schedule of Fees) associated with (i) start-up of project (even though technical or field Services had not begun at the time of interruption), (ii) maintaining the availability of its work force and equipment during the interruption, (iii) for charges incurred by CONTRACTOR for demobilization and subsequent mobilization, or (iv) any other delay charges as reasonably incurred by CONTRACTOR. In no event shall CONTRACTOR be required to maintain a field force in standby status for a period in excess of five (5) calendar days.

14. **Force Majeure** Except for the obligation to pay for Services, any delay or failure of either party to perform its obligations hereunder shall be excused if, and to the extent, caused by acts of God, action of a governmental authority (including, but not limited to, revocation of permits and changes in applicable laws, regulations, rules or administrative practices of any governmental authority), fire, flood, windstorm, explosion, riot, war, sabotage, labor problems (including lockouts, strikes and slowdowns), court injunction or order or other such causes that are beyond the reasonable control of the affected party and without its fault or negligence; provided, that prompt notice of such delay shall be given by the affected party to the other party. Each of the parties hereto shall be diligent in attempting to remove such cause or causes but shall not be under any obligation to settle strikes by its employees.

15. **Termination**

a. Either party may terminate this Agreement or any Services under this Agreement upon thirty (30) days prior written notice. The notice of termination shall specify the date when this Agreement or Services terminates.

b. Either party may terminate this Agreement or any Services under this Agreement upon five (5) days prior written notice if the other party (i) has breached any material provision of this Agreement, including non-payment and/or partial payment of invoices; or (ii) has violated applicable federal, state, or local laws, ordinances, or regulations. The notice of termination shall specify the date when this Agreement or Services terminates and the reasons for termination.

c. If this Agreement is terminated under this paragraph, CUSTOMER shall pay CONTRACTOR for the Services performed by CONTRACTOR up to the date of the termination of this Agreement or of any Services performed hereunder plus reasonable costs incurred by CONTRACTOR in terminating this Agreement or such Services, including but not limited to demobilization expenses.

d. The right of termination hereunder is in addition to, and not in lieu of, any right of a party to cancel this Agreement for breach of its terms or conditions.

16. **Notice** Except where otherwise expressly authorized, notice shall be by telecopy, by first class certified or registered mail, or by commercial delivery service issuing a receipt for delivery and addressed as set forth on the signature page, unless changed in writing by the party to whom the notice is being sent. Notice shall be effective upon delivery, except that notice via telecopy shall be effective upon the next business day after receipt, provided that a confirming copy of the notice is also mailed via first class mail to the applicable address.

17. **Assignment** Neither party shall assign its rights or obligations under this Agreement without prior written consent of the other party; provided however, that such consent shall not be unreasonably withheld. Notwithstanding, CONTRACTOR may assign its rights or obligations under this Agreement to its parent, corporate affiliates, or subsidiaries without the consent of CUSTOMER. Additionally, CONTRACTOR may subcontract, orally or in writing, for performance of some or all of the Services with any of its corporate affiliates, parent or subsidiaries without the consent of CUSTOMER.

18. **Waiver** Any failure by either party to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of such

terms or conditions and shall not affect or impair such terms or conditions in any way or the right of either party at any time to avail itself of such remedies as it may have for any default in the performance of such terms or conditions.

19. **Disputes**

a. **Mediation.** All claims, disputes, or controversies arising out of or relating to the interpretation, application, performance or enforcement of this Agreement may be submitted to mediation (or, if the parties then agree, to arbitration) prior to initiating any court proceedings. Each party shall bear its own costs, including its own attorneys' and/or expert fees and costs. The cost of the mediation (or, if applicable, arbitration) service shall be borne equally by both parties unless otherwise agreed by the parties.

b. **Costs and Attorneys Fees.** If legal action is brought in connection with any dispute arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorneys fees (whether in-house or outside counsel is used), court costs, collection agency fees, and all other reasonable costs incurred in connection with the legal action.

20. **Time Bar to Legal Action** Except for actions to enforce paragraphs 7 and 9, all legal actions by either party against the other for breach of this Agreement or to enforce this Agreement shall be barred after two (2) years from the time claimant knew or should have known of its claim, but, in any event, not later than four (4) years from the completion of the Services under each Work Order Authorization.

21. **Governing Law** This Agreement shall be construed in all respects in accordance with laws of the state in which the Services were provided.

22. **Headings, Common Terms, and Cross-References** Paragraph headings are for the convenience of the parties only and are not to be construed as part of this Agreement. Capitalized terms in this Agreement, including Attachments, shall carry their meanings throughout as defined in this Agreement. All references to this Agreement shall include all Attachments hereto as amended and supplemented from time to time.

23. **Binding Effect; No Third Party Rights or Benefits** This Agreement shall apply to, inure to the benefit of, and be binding upon CONTRACTOR and CUSTOMER and their respective permitted successors and assigns.

24. **Entire Agreement**

a. **Integrated Writing.** This Agreement (including all Attachments, Work Plans, Work Order Authorizations, or other documents incorporated into this Agreement) is the entire Agreement and understanding of CONTRACTOR and CUSTOMER regarding the Services. This Agreement supersedes any and all prior or contemporaneous contracts, agreements, purchase orders, representations, terms and conditions, whether oral or written relating to the Services. All previous representations relating to this Agreement or the Services, whether written or oral, are void. No terms, conditions, prior course of dealings, course of performance, usage of trade, understandings, purchase orders, or agreements purporting to modify, vary, supplement or explain any provision of this Agreement shall be effective unless in writing and signed by authorized representatives of each party.

b. **Pre-Printed Terms or Conditions.** In no event shall the pre-printed terms or conditions in any CUSTOMER Work Order Authorization or similar document be considered an amendment or modification whether such terms conflict or not, with this Agreement, even if such documents are signed by representative of both parties.

c. **Modification and Amendment.** Except where this Agreement expressly provides for modification by one party, no modification of this Agreement shall be binding on either party unless it is specifically negotiated, in writing and signed by an authorized representative of each party.

d. **Severability.** If any provision of this Agreement is prohibited by or invalid under any applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any other provision of this Agreement.

25. **Survival of Terms** The provisions of Paragraphs 7 and 9 of this Master Service Agreement shall survive expiration, cancellation, or termination of this Agreement.

26. **Effective Date** This Agreement shall not become effective and binding until all of the parties have executed this Agreement, as

indicated by each party's signature below. Upon such full execution by the parties, this Agreement shall be effective and binding on the parties as of the date upon which the last party signed this Agreement.

IN WITNESS WHEREOF, the parties have each caused this Agreement to be executed by its duly authorized representative on the day and year first set forth below.

"CUSTOMER"

HAYS COUNTY


By: _____
Name: _____
Title: _____
Date: _____

Notice Address:

Fax: _____

"CONTRACTOR"

PHILIP RECLAMATION SERVICES, HOUSTON,
LLC

By:  _____
Name: A. Paul Lewis
Title: President
Date: September 17, 2010

Notice Address:

5151 San Felipe, Suite 1600
Houston, TX 77056
Fax: 713-625-7087

MASTER SERVICE AGREEMENT

WORK AUTHORIZATION FORM

CUSTOMER Name: _____

Work Authorization No.: _____ Effective Date: _____

SPECIAL CONDITIONS: The terms and conditions of the Master Service Agreement dated _____ by and between _____ and CUSTOMER referenced above ("Master Service Agreement") shall apply to this Work Authorization except to the extent expressly modified by this Work Authorization. Such modification shall be set forth below or on pages attached to this Work Authorization and shall reference the specific paragraph of the Master Service Agreement to be modified.

This Work Authorization consists of this document and any supplemental pages attached hereto which references this Work Authorization Number and Work Authorization date. Approval and acceptance of this Work Authorization is acknowledged by the Authorized Representatives of the parties to the Master Service Agreement.

This Work Authorization describes the Scope of Work, schedule, compensation and basis for charging, and other requirements provided hereunder pursuant to the Master Service Agreement.

Project Name/Reference/Location: _____

PSC Project Manager: _____

Issuing Office/Billing Address: _____

Telephone No.: _____

CUSTOMER Authorized Representative: _____

Address: _____

Telephone No.: _____

Scope of Work, "Work": [OR As described in Attachment _____].

Authorized Compensation: \$ _____

Basis for charging: [OR As set forth in Attachment _____]: _____

Schedule: Start: _____ Complete: _____
[OR As described in Attachment _____].

PSC

**Hays County HHW
Cost Proposal/Disposal Method**

Waste Category	Handling/ Packaging**	\$/Yard Box	\$/55 gallon	\$/30 gallon	\$/5 gallon	Other	Quantity based on 200 cars	Total
Aerosols	IN – loose pack	\$630.00	\$220.00	\$140.00	\$75.00	-----	1	\$220
Alkaline Batteries	RC – loose pack	-----	-----	\$195.00	\$65.00	-----	1	\$65
Alkaline Batteries	LF – loose pack	-----	\$100.00	\$85.00	\$50.00	-----	0	\$0
Antifreeze	RC – bulk	-----	\$100.00	-----	-----	\$1.80/gal	0	\$0
Asbestos	LF – loose pack	\$330.00	\$100.00	\$85.00	\$50.00	-----	0	\$0
Corrosives	Treat – loose pack	-----	\$220.00	\$140.00	\$75.00	-----	4	\$560
Flammables*	FB – loose pack	\$500.00	\$160.00	\$135.00	\$50.00	-----	2	\$1,000
Flammables*	FB – bulk	-----	\$80.00	-----	-----	\$1.45/gal	2	\$160
Fluorescent Bulbs	RC – loose pack	-----	-----	-----	-----	.25/foot	200	\$50
Fluorescent(Compact)	RC – loose pack	-----	-----	-----	-----	\$2.00/each	10	\$20
Latex Paint*	RC – bulk	-----	\$230.00	-----	-----	-----	8	\$1,840
Latex Paint*	RC – loose pack	\$400.00	\$120.00	-----	-----	\$10,000/25yd	0	\$0
Latex Paint*	LF – bulk	-----	\$95.00	-----	-----	-----	0	\$0
Latex Paint*	LF – loose pack	\$210.00	\$70.00	-----	-----	-----	0	\$0
Lead Acid Batteries	RC – loose pack	-----	-----	-----	-----	\$1 each	0	\$0
Lithium Batteries	IN – loose pack	-----	-----	-----	\$100.00	-----	1	\$100
Mercury	RC – lab pack	-----	-----	\$800.00	\$210.00	-----	1	\$210
Ni-Cad Batteries	RC – loose pack	-----	-----	\$180.00	\$65.00	-----	1	\$65
Oil Base Paint	FB – loose pack	\$425.00	\$150.00	-----	-----	\$10,625/25yd	10	\$4,250
Oil Base Paint	FB – Bulk	-----	\$145.00	-----	-----	-----	0	\$0
Oil Fillers	RC – loose pack	-----	\$125.00	\$110.00	\$75.00	-----	0	\$0
Oil (motor)	RC – bulk	-----	\$80.00	-----	-----	\$1.45/gal	0	\$0
Oxidizers	IN – loose pack	-----	\$220.00	\$140.00	\$75.00	-----	1	\$140
PCB Waste	IN – loose pack	-----	-----	\$475.00	\$250.00	-----	0	\$0
PCB Waste	RC – loose pack	-----	-----	\$340.00	\$200.00	-----	1	\$200
Poisons	IN – loose pack	\$630.00	\$220.00	\$140.00	\$70.00	-----	(1)(6)	\$1,950
Propane-BBQ	RC – palletize	-----	-----	-----	-----	\$25/ea	6	\$150
Propane-Small	IN – loose pack	-----	-----	\$300.00	\$180.00	-----	1	\$180
Reactives	IN – lab pack	-----	-----	\$300.00	\$100.00	-----	1	\$100
Electronics	RC – palletize	-----	-----	-----	-----	30/ea	1000	\$300
Total								\$11,560

Mobilization***

0-100 Cars
100-250 Cars

Staff Required

3 to 4 \$500
6 to 10 ~~\$1,000~~

1 \$1,000

Labor (per hour)

Chemists ~~\$40.00~~
Technicians ~~\$30.00~~
Project Manager ~~\$45.00~~
Health and Safety Officer ~~\$45.00~~
Other \$20.00
\$0.00

Total

Quantity	Hours	Total
2	8	\$640
6	8	\$1,440
1	8	\$360
1	8	\$360
0	0	\$0
0	0	\$0
10	32	\$2,800
Total		\$15,360

ATTACHMENT III

HHW Collection Event
Cost Proposal

<u>Waste Category</u>	<u>Waste Management Method</u>	<u>Waste Handling Option</u>	<u>Unit</u>	<u>Cost Per Pound</u>
1 Aerosols, Consumer Commodity	Incineration	Loosepack	pounds	\$ 1.00
2 Asbestos	Landfill	Loosepack	pounds	\$ 0.35
3 Corrosives, Acids	Incineration	Loosepack	pounds	\$ 1.10
4 Corrosives, Alkaline	Incineration	Loosepack	pounds	\$ 1.10
5 Mercury	Recycle	Loosepack	pounds	\$ 10.00
6 Oxidizers	Incineration	Loosepack	pounds	\$ 1.20
7 Paint, Latex	Recycle	Loosepack	pounds	\$ 0.45
8 Paint, Latex (bulk)	Recycle	Bulk	pounds	\$ 0.38
9 Paint, Oil Based	Recycle	Loosepack	pounds	\$ 0.50
10 PCB Ballast and Capacitors	Incineration	Loosepack	pounds	\$ 6.00
11 Poison Liquids	Incineration	Loosepack	pounds	\$ 1.05
12 Poison Liquids	RCRA Landfill	Loosepack	pounds	\$ 0.35
13 Poison Solids	Incineration	Loosepack	pounds	\$ 1.10
14 Poison Solids	RCRA Landfill	Loosepack	pounds	\$ 0.35
15 Reactives	Incineration	Labpack	pounds	\$ 3.00
16 Fluorescent Light Tubes	Recycle	Loosepack	each	\$ 1.00
17 Propane Cylinders (BBQ style)	Recycle	Loosepack	each	\$ 15.00
18 Propane Cylinders (small)	Recycle	Loosepack	each	\$ 5.00

*Space has been provided to list multiple Handling/Loading methods for these materials.

**Handling/Packaging methods may include, but are not limited to, Recycle/Bulk, Landfill/Loose pack, Incineration/Lab pack, etc.

*** Includes travel, room and board, PPE, set up labor and set up supplies.

This is an estimate only. The materials collected will determine the total invoice.

Items in blue above are estimated quantities for a 200 car collection.

Items in green above can be recycled/reused locally for free. Charges apply only if PSC provides the disposal.

Other (Items that can be provided by the client)

Tents		\$ 400.00	(included for one site)(charged for additional sites)
Tables and chairs		NC	
Forklift		\$ 450.00	(can be provided by the client)
Pallets		NC	
Pallet jack		NC	
Containers for non-hazardous waste disposal	(1 required)	\$ 450.00	(per unit)(can be provided by the client)
Containers for non-hazardous waste recycling	(1 required)	\$ 450.00	(per unit)(can be provided by the client)
Signage		NC	
Traffic control devices and safety cones		NC	
First aid supplies		NC	
Portable restroom facilities		\$ 100.00	(per unit)(can be provided by the client)
Other (please indicate)		-----	
Other (please indicate)		-----	
Other (please indicate)		-----	

ATTACHMENT III

19 (Other items agreed to)			pounds	
20			pounds	
21			pounds	
22			pounds	
23 Disposal Minimum per Container	Incineration	Labpack	each	\$ 80.00
24 Performance Bond (cost is 3% of \$75,00)			each	\$ 2,250.00
25			each	
26				
27				
28				
29				
30				
31				
32				

Mobilization/Demobilization Lump Sum Cost \$ 1,000.00

Notes:

- Contractor agrees to provide all miscellaneous equipment listed below under the Mobilization/Demobilization bid item:
 - tents for break area, unloading area, packaging, paint bulking, oil bulking and swap shop area;
 - absorbent materials;
 - personal protective equipment for contractor, staff and volunteers;
 - drums and other containers for bulking, temporary storage and final packaging;
 - portable device for weighing wastes collected on-site;
 - protective coverings for ground surface of unloading, bulking and packaging area;
 - plastic liners for 30 CY rolloffs, supplied by others, to contain empty oil/antifreeze and paint containers;
 - unloading carts in sufficient quantity to transport pollutants collected;
 - tables and chairs for break, packaging, and swap shop areas;
 - water for hand-washing;
 - sanitary facilities
 - on-site first aid; and
 - overnight security.
- The above unit prices shall include Contractor costs of unloading, testing, equipment, drums and containerization, labor, weighing of waste, transportation, disposal, waste manifesting, licensing and any other miscellaneous expenses required to complete the work.
- Unless otherwise specified, all waste will be weighed in containers ready for transport. A representative of the City must be present during the containerization and weighing procedures.
- The Contractor should provide a unit price for at least one disposal or management option listed for each publicized waste type. Unit prices for alternate disposal or management options may be provided in the blank rows listed above.
- Should the Contractor choose to accept wastes not included in the cost proposal, the contractor shall provide unit prices for these wastes on the cost proposal in the blank rows listed above.
- The contractor will be paid the above listed unit price for the actual pollutants collected and disposal option selected.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Authorize County Judge to execute Professional Agreement with Sebesta Blomberg for RFQ #2010-P17 Commissioning Services for Hays County Government Center in an amount not to exceed \$295,900 approved in Commissioners Court on September 14, 2010.

TYPE OF ITEM: ☒ **CONSENT-** ☐ **ACTION-** ☐ **PROCLAMATION-**

☐ **EXECUTIVE SESSION-** ☐ **WORKSHOP**

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Bob Hinkle-Broadus & Assoc.

SPONSORED BY: Commissioner Ingalsbe

SUMMARY: (see attached agreement) This agreement has been reviewed by legal counsel.



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 (Broaddus & 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 Broaddus & 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 Broaddus & 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



Professional Agreement

Commissioning Services

Hays County Government Center

San Marcos, Texas
RFP-2010-P17

Hays County,
a Political Subdivision
of the State of Texas

September 2010



SEBESTA
BLOMBERG

Prepared by:
Sebesta Blomberg
Contact: Glin W. Jay
1901 Gateway Drive, Suite 150
Irving, TX 75038
Main: 972-870-9000
Fax: 972-870-9900
email: gjay@sebesta.com



August 25, 2010

Ms. Cindy Maiorka, CPPB
Purchasing Manager
Hays County, a Political Subdivision of the State of Texas
111 East San Antonio St., Suite 101
San Marcos, Texas 78666

1901 Gateway Drive
Suite 150
Irving, TX 75038

PHONE: 972.870.9000
FAX: 972.870.9900

Re: Proposal: Commissioning Services
Hays County Government Center
San Marcos, Texas, RFP-2010-P17

Ms. Maiorka:

The Sebesta Blomberg Commissioning Team thanks you for the opportunity to present this proposal to provide Commissioning Services (CxA) for the referenced project. The proposal has been developed from information supporting Solicitation No. RFP-2010-P17, current project design documentation dated May 19, 2010 along with recent meetings and discussions. The following is our:

ENGINEERING
COMMISSIONING
CLIENT UTILITY SOLUTIONS
ECO-MANAGEMENT
ENERGY PERFORMANCE
OWNER'S REPRESENTATIVE

Understanding of Project

Hays County, Texas has implemented a design-build project program for the Hays County Government Center, a 232,000 gsf multi-story, multi-use facility currently under construction in San Marcos, TX. The facility includes courtroom space, offices, conference rooms and meeting areas, large public waiting and queuing areas and state-of-the-art electrical, mechanical and HVAC systems. Construction has commenced on the facility with an expected delivery date in late 2011.

Understanding of Project Schedule

The Sebesta Blomberg Commissioning Team understands that the Owner has set the project on a predetermined schedule of design and construction and that best efforts by all project team members will be used to comply with and assist in maintaining that schedule. The following is our current understanding of the project schedule:

- Project design phase complete
- Construction phase underway with an anticipated delivery date in late 2011

Proposed Scope of Work

The Sebesta Blomberg CxA Team's overall approach will be to utilize as many "principles and best-practices" of the commissioning process to verify supporting infrastructure systems functional performance. The CxA flow, approach and activities will be implemented and completed (but-not-limited-to) the following.

1. Single point of contact CxA / PM.
2. Full building commissioning principles and best practices during construction, acceptance, training and post construction warranty phase.
3. CxA that meets the requirements of ASHRAE Guideline 0-2005.
4. Work within a project construction approach with design-build team of Balfour Beatty-HDR.
5. Submit as a minimum, bi-weekly reports, on CxA activities, on-site observations, reviews and issues with potential impact on the CxA process.

Activities at Time of Engagement

1. Develop and sustain a comprehensive CxA Plan for construction and post-construction phases.
2. Provide selected review and recommended updating, with the project design team, of the Design Intent Documents based on the basis of design (BOD) and the owner's project requirements (OPR) for clarity and completeness, impact on the commissioning process, and to reflect actual final system configuration and intended operation.
3. Conduct a review of the current project constructions documents from a commissioning focus for any potential issues that may impact the CxA process, serviceability and/or maintainability of the project.
4. Support the project team by identifying and documenting the roles / responsibilities of a project Commissioning Team to include the Owner, Design-Build Team, Program Manager, Construction Manager/Contractors, BAS Firm and the Commissioning / TAB team.
5. Coordinate and facilitate a controls integration meeting where the electrical and mechanical engineers and the CxA discuss integration **AND CONTROL SEQUENCE** issues between equipment, systems and disciplines to ensure that integration issues, responsibilities **AND SEQUENCES are clearly DIAGRAMED** and described in the project submittal documents.

Construction Phase

6. Coordinate and direct the commissioning activities in a logical, sequential, and efficient manner using standardized protocols and forms, centralized documentation, clear and regular communications and consultations with all necessary parties frequently updated timelines and schedules, and technical expertise.
 - Update the CxA Plan
 - Update the equipment matrix for all components, equipment, systems and integrated systems to be commissioned.
 - Develop and submit input of CxA activities into the master project construction schedule.
7. Conduct a construction phase commissioning Kickoff Meeting with Owner Project Manager, D-B Team and appropriate sub-contractors representatives along with O&M personnel as deemed necessary by Owner. The intent of the meeting will be to present the commissioning process, system readiness, test procedures, and scheduling input.
8. Update the Design Intent Documents as necessary to reflect changes made during the construction phase and staying within the basic perimeters of the OPR.
9. Verify that all systems to be commissioned are installed and functionally perform to meet the construction document requirements as established in the Design Intent Documents.
10. Review contractor submittals applicable to systems being commissioned for compliance with the Design Intent Documents and commissioning needs, concurrent with the Design Teams review. Communicate any comments to the A/E for their review and incorporation into their response to the submittal and shop drawings

11. Monitor, update and coordinate commissioning work with the contractor and OWNER Project Manager to ensure that commissioning activities are included in the master project schedule.
12. Develop the draft and final project-specific "System Readiness Checklists" and "System / Integrated System Functional Performance Test" scripts based on the updated Design Intent Documents, confirmed OPR, system shop drawings, contractor submittals, requests for information (RFIs), construction changes and A/E supplemental instructions. Provide the forms to the D-B Team for review and coordination purposes.
13. Schedule, plan, coordinate and make final preparation for functional performance testing during the Construction Acceptance Phase.
14. Conduct selected (but not less than Bi-Weekly) field observations for equipment installation, start up and potential issues that may have an impact on the final commissioning process.

Construction / Acceptance Phase

15. Plan, participate in, and direct various commissioning planning progress meetings conducted in conjunction with periodic construction progress meetings.
16. Conduct selected field observations for systems being commissioned, coordinated with construction progress meeting schedules.
17. Review and coordinate TAB air and water systems balancing by spot testing, reviewing completed reports, and by random direct site observations.
18. Direct, coordinate, witness and document all "Functional Performance Testing Scripts" to be implemented by the D-B Team and sub-contractor.
 - The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm (when affected) and interlocks with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors, and spot-checked by the commissioning provider during functional testing. Analyze functional performance trend logs and monitoring data to verify performance.
19. Document all deficiencies identified during the Functional Performance Testing by developing, monitoring, and periodically submitting a Corrective Action Report and monitoring Log. Deficiencies noted during Functional Performance Testing will be communicated to the D-B Team and the Owner on a daily basis so that corrective actions may be implemented quickly.
20. Once corrective actions are completed by contractors, coordinate and document all retesting as necessary until satisfactory performance is achieved.
 - The functional testing shall include operating the system and components through each of the written sequences of operation, and other significant modes and sequences, including startup, shutdown, unoccupied mode, manual mode, staging, miscellaneous alarms, power failure, security alarm (when affected) and interlocks

with other systems or equipment. Sensors and actuators shall be calibrated during construction check listing by the installing contractors, and spot-checked by the commissioning provider during functional testing. Analyze functional performance trend logs and monitoring data to verify performance.

21. Verify that deferred (and/or opposite season) testing (if required) is conducted as specified or required to address the overall system level and functional requirements. The CxA will witness, document the process and verify that testing documentation is obtained and entered into the final Commissioning Record and O&M manuals.
22. Review, recommend and assist with contractor required coordinated training plans provided by contractors. Provide a 25% randomly selected sampling attendance at contractor implemented training sessions to verify that training has been completed and meets the overall intended outline, intended training value and rigor.
23. Provide selected back check of the Construction Record Documents for consistency with the Design Intent Documents.
24. In addition to the contractor required training as outlined in the project specifications, the CxA will develop, coordinate and facilitate up to a six (6) hour "Systemwide" training session for Owner's O&M / User personnel. This session will be a systemwide approach providing overall outline of the systems, control sequences, facility wide integrated systems integrated into the facility, energy efficiencies designed and constructed in place, serviceability, maintainability and system / integrated system functional operation.
25. Prepare and submit (one hardcopy and one electronic interactive/hyperlinked copy on CD) a final commissioning report to OWNER that includes but is not limited to the following:
 - a) An executive summary of the commissioning process and verification results.
 - b) A detailed section that includes a list of participants and roles, brief building description, overview of commissioning and testing scope, and a general description of testing and verification methods. For each piece of commissioned equipment, the report should contain the disposition of the commissioning provider regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
 - Verify that copies of executed (Pre-Functional) System Readiness Checklists, Functional Performance Tests, and Integrated System Tests are provided.
 - Copies of Corrective Action Reports, logs and final deposition.
 - Equipment installation / start-up plans.
 - Functional Performance Testing results for each system commissioned.
 - Verify integration of the documentation from third-party confirmation of building structure.
 - Documentation of the TAB related coordinated process and results.
 - Training materials utilized during the contractor-led training sessions and CxA "Systemwide" training.
 - All outstanding non-compliance items shall be specifically listed.
 - Recommendations for improvement to equipment or operations, future actions, commissioning process changes, etc., shall also be listed. Each

noncompliance issue shall be referenced to the specific functional test, inspection, trend log, etc., where the deficiency is documented.

- A benchmark matrix of system performance for reference during the warranty phase.
- Verify that copies of issued logs, commissioning plan, progress reports, submittal and O&M manual reviews, training records, test schedules, construction checklists, pre-installation, start-up reports and functional trend log analysis are included.

26. Compile and submit a final "Systems and Concept Manual" with information (but-not-limited-to) the following:

- a) Final version of Owners Project Requirement, basis of design and design intent.
- b) Single line diagrams of commissioned HVAC systems.
- c) Final versions of the control sequences for HVAC systems and integrated systems.
- d) Functional performance testing results (benchmarks), blank testing forms and recommended schedule for ongoing verification of performance and benchmarking.
- e) Operating instructions for all energy strategies with outline of system operations.
- f) Recommendations for recalibration frequency of critical sensors and actuators by system, type and use.
- g) Basic guideline for warranty roles, responsibilities of Owner, contractor and O&M programs.

Warranty / First 12 Month Operational Phase

27. Develop, coordinate and facilitate with the O&M organization a 10th month into the warranty period systems review meeting. Assist with determining if any functional / operational issues of the commissioned systems have developed during the warranty period. Provide recommendations to the O&M staff for warranty based corrective issues and potential contractor's roles and responsibilities.

Proposed Systems to Be Commissioned (but not limited to)

Sebesta Blomberg proposes to **provide full 100% commissioning** services for each system group and associated components and equipment to confirm functional performance, serviceability and maintainability **unless indicated otherwise**.

1. Mechanical HVAC Systems:

- a) Rooftop mounted DX-air cooled cooling, gas heating air handling systems, controls
- b) Air distribution from RTU's, economizers cycle, fan coil units, unit heaters, exhaust systems, stair well pressurization, smoke management
 - terminal and fan powered terminal cooling / electric heating
 - distribution ductwork, witness and document up to a 25% random sampling of contractor required ductwork pressuring testing
- c) Split system computer room air conditioning unit (CRAC) systems
- d) Equipment Sound Control / System Vibration Isolation
- e) Fire and Smoke Dampers
- f) Ventilation / exhaust systems
- g) Coordination with Testing, Adjusting and Balancing Activities and Reports

2. Plumbing Systems:
 - a) Sump pumps
 - b) Domestic potable hot water system
 - c) Domestic potable water and booster pump system
 - d) Plumbing Fixtures with a final integrated central flush and lavatory discharge
 - e) Condensate collector system for exterior irrigation
3. Electrical Systems:
 - a) Up to medium voltage main entry switchgear, load interrupter switches, transformers
 - b) Motor control centers
 - c) Low voltage switchgear, switchboards, distribution transformers
 - d) Grounding system
 - e) Lightning protection
 - f) Emergency Power Generator w/Automatic Transfer Switches
 - g) Emergency lighting
 - h) Lighting system / controls, up to a 35% random sampling
 - i) Daylighting / Occupancy Sensors
4. Life Safety Systems:
 - a) Fire alarm / smoke system
 - witness a sampling of basic function; confirm functionality and coordination with commissioned systems and commissioned integrated systems
 - b) Fire protection system, controls and pump / jockey pump distribution.
 - witness and document Fire Protection/Suppression Systems testing by regulatory agencies
5. Elevator:
 - a) Controls and interface as associated with HVAC / commissioned systems. (Coordinate witness and document regulatory agency testing.)
6. Building Automation System
 - a) Review Control Documentation for clarification of system installation
 - b) Review and monitoring of Control Systems Documents throughout the project
 - c) Facilitating Coordination of Design Intent
 - d) Review and monitor Control System Installation Management
 - e) Up to a 25% random sampling of Point to Point Verification
 - f) Functional Control Sequence into FPT
 - g) Implementation and managing owner's requirements for structure of control code
 - h) Verification of controllability
 - i) Verification functionality to support systems to/from Controls system
 - j) Verification of complete Fire Alarm/ Smoke Control Functionality as related to BAS
 - k) Document Control including progress report, development and implementation of key verification document and Final Controls Commissioning Report
 - l) Review and monitoring of control system installation both from the field device installation and head end equipment.
 - m) Review and coordination of DCS programming graphical design and installation in accordance with OWNER standards.
 - n) Verification of Functional Control sequences relating to all BAS systems

7. Special Building Systems:

- (for the following systems, the CxA team will review vendor / manufacture documentation and recommend any additional enhancements for the vendor developed / implemented commissioning testing procedures, practices and rigor. The CxA team will witness and obtain completed and signed off documentation of the testing / commissioning implementation by others for inclusion in the final CxA report.)
 - a) General Building Security systems with alarm functions including to/from offsite monitoring
 - b) General Building Controlled access system (back check up to a 25% random sampling of access points)
 - c) Judicial detention systems and controls
 - d) CATV system

8. Systems / Activities not Included in the Commissioning Process

- a) Building envelope, glazing, glazing gaskets, roof system
- b) Thermal (infrared) scanning of building enclosure, exterior / interior
- c) General building joint sealants
- d) A/V systems
- e) Data / Telecom systems
- f) Food prep equipment (unless tied into controls of general HVAC systems)
- g) Exterior driveways, parking areas
- h) Landscaping

Clarifications, Assumptions and/or Exceptions:

Sebesta Blomberg is excited about the opportunity to provide Commissioning Authority Services for the referenced project. The following clarifications, assumptions and/or exceptions pertain to this proposal:

1. Testing, Adjusting and Balancing (TAB) will be provided by others and coordinated with CxA services.
2. Materials (concrete slump, welds, compaction, etc.) testing will be provided by others and coordinated if needed with CxA services.
3. No costs associated with project team, contractor/sub-contractor(s) and/or TAB involvement in the CxA program are included as a part of this proposal.
4. The CxA process proposed only confirms and verifies functional performance of the smoke management system and does not provide any local, state or federal / "code certification." However, the CxA documentation can be used and submitted to support the regulatory certification process.
5. The proposal is based on the commissioning process being implemented to allow development of one draft and one final to support one (1) start-up/system PFC pre-functional / system readiness checklist, one (1) FPT / IST functional performance test and one (1) FPT / IST deficiency report and one (1) follow up test for each major system. Should the FPT / IST fail the second time, Sebesta Blomberg has not included fees for the third retesting and would request that the additional testing be compensated on an additional time-and-material basis for that portion of the retest.
6. The CxA team will staff the project as necessary to meet the agreed upon construction work dates. However, the CxA team has no control or authority over the project scheduled work dates when the contractors exceed their deadlines for installation and start-up and/or overall schedule.
7. The proposal is based on the understanding that a minimum of 95% of the CxA activities can and will be conducted during standard Monday-Friday hours of 7am – 5pm.

Proposed Compensation (Base Agreement)

Sebesta Blomberg proposes to provide the CxA services as outlined herein as a lump sum fee including expenses.

Item No.	Task / Phase	Lump Sum Fee
1	Bid / Construction / Acceptance / Training Phase	\$288,400
2	Warranty Phase	\$7,500
3	Totals	\$295,900

ADD Options (note: Add Options #1-4 are not a part of the Base Agreement and Fees but will be reviewed at a later phase for potential commitment as additional services)

Although not directly requested in the RFP, Sebesta Blomberg has provided the following optional services on similar recent projects for consideration.

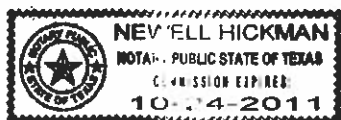
1. Provide professional quality video capture of the CxA developed and facilitated systemwide training session and submit to Owner on DVD for follow up training reviews. \$12,500
 - Note: contractor required training is not a part of the video capture.
2. Provide a condensed maintenance schedule for all pieces of equipment commissioned and develop and provide a condensed version of all of the warranty information outlining roles and responsibilities of contractors, Owners, O&M and users. \$9,000
3. The Cx agent will utilize the approved O&M manuals and create an interactive searchable PDF document by system. \$11,000
4. Provide an "Infrared" scan of exterior envelope, glazing and roof systems at 85% complete to verify integrity of the envelope / roof shell. \$17,500

Thank you again for the opportunity to present this proposal. The Sebesta Blomberg CxA Team is ready to join the project team to support a successful functioning and maintainable facility.

Sebesta Blomberg understands and agrees that Broaddus & Associates is the Program Manager and acts as the Owner's Representative and Project Manager to manage this work and be primary contact for communications and commitments. All invoices to Hays County will be routed through and approved by Broaddus & Associates' Senior Project Manager Robert Hinkle, and as an alternate, Project Manager Terry Whitman.

Sebesta Blomberg & Associates, Inc.

[Signature] 9.28.10
 Glin W. Jay, CFM, PMP Date
 Partner, Executive Vice President



Notary Seal

State of Texas, County of Dallas

Before me personally appeared Glindel W. Jay, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20TH day of September 2010

[Signature]
 Notary Public's Signature

**Hays County, a Political Subdivision of the
State of Texas**

 Honorable Judge Liz Sumter Date

Notary Seal

State of Texas, County of Hays

Before me personally appeared Honorable Judge Liz Sumter, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2010

Notary Public's Signature

Attachments:

- Terms and Conditions
- W-9
- Insurance Certificates

Terms and Conditions

Standard of Care: The Commissioning Consultant shall perform its services in accordance with generally accepted industry standard of care for commissioning practices and principles. Services are rendered without any other warranty, expressed or implied and the Commissioning Consultant shall be responsible solely for its' own negligence.

Compensation: Compensation for services shall be in accordance with the Proposal Letter. Invoices will be issued monthly for services rendered and reimbursable expenses and are due and payable within ten (10) days of receipt of the invoice. Interest of 2% per month will be charged on accounts not paid within thirty (30) days from the date of invoice. Changes affecting the scope of work initiated by the Client or due to unforeseen project conditions will necessitate modification of the compensation charged.

Failure to Make Payment: If the Client fails to make payment when due the Commissioning Consultant for services and expenses, the Commissioning Consultant may, upon seven (7) days' written notice to the Client, suspend performance of services under this Agreement. Unless payment in full is received by the Commissioning Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Commissioning Consultant shall have no liability to the Client for delay or damage caused the Client because of such suspension of services.

Re-use of Documents: All documents relating directly to the commissioning services similar to; Drawings, Plans, Specifications and Reports prepared by the Commissioning Consultant pursuant to this project are instruments of service. Commissioning Consultant shall be deemed the author of these instruments of service and retain all common law and statutory rights, including Copyright. They are not intended or represented to be suitable for re-use by the Client or others on extensions of this project or any other project. Any re-use without written verification or adaptation by the Commissioning Consultant for the specific purposes intended will be at the Client's sole risk and without liability to the Commissioning Consultant, and the Client shall indemnify and hold harmless the Commissioning Consultant from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom. Any such verifications or adaptation will entitle the Commissioning Consultant to further compensation at rates to be agreed upon by the Client and the Commissioning Consultant.

Mutual Indemnity: Client agrees that it will defend, indemnify and hold harmless the Commissioning Consultant, its officers, directors and employees, from and against any and all claims, damages, awards and costs of defense caused by the negligent or otherwise wrongful acts or omission, including breach of a specific contractual duty, of the Client or the Client's independent contractors, agents or employees.

Commissioning Consultant agrees that it will defend, indemnify, and hold harmless the Client, its officers, directors and employees, from and against any and all claims, damages, awards and costs of defense caused by the negligent or otherwise wrongful acts or omission, including breach of a specific contractual duty of the Commissioning Consultant, or the Commissioning Consultant's independent contractors, agents or employees.

Hazardous Materials: The Commissioning Consultant and Commissioning Consultant's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Client agrees to indemnify and hold harmless the Commissioning Consultant and Commissioning Consultant's consultants from and against all claims, liability or costs, including reasonable attorney's fees and expenses, arising out of or in any way connected with the presence, handling, removal, abatement or disposal of hazardous materials in any form at the project site. The Client further agrees to make no claim and hereby waives any claims or causes of action of any type against the Commissioning Consultant and Commissioning Consultant's consultants, which may arise out of or relate in any way to the presence of such hazardous materials.

Limitation of Legal Liability: To the maximum extent permitted by law, the Client agrees to limit the Commissioning Consultant's liability to the Client, for damages, and to all construction contractors or subcontractors on the project claiming through the Client for damages, to the amount of Commissioning Consultant's insurance limits as outlined on insurance certificates as issued for the referenced project. It is intended that this limitation apply to any and all liability or causes of action however arising, regardless of the cause of action or legal theory asserted.

Termination: The obligation to provide further services under this document may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, the Commissioning Consultant shall be paid for all services rendered to the date of termination, all reimbursable expenses and termination expenses.

Successors and Assigns: Neither the Client nor the Commissioning Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that are or may become due) this document, or any claims that may arise from the performance of services under this agreement, without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this document. Nothing contained in this paragraph shall prevent the Commissioning Consultant from employing such independent consultants, associates and subcontractors, as it may deem appropriate to assist in the performance of services hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Client and the Commissioning Consultant. Nothing herein shall create a contractual relationship with or cause of action in favor of a third party against either the Client or Commissioning Consultant.

All claims and causes of actions between the parties to this agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of substantial completion for acts or failures to act occurring prior to substantial completion, or the date of the issuance of the final certificate for payment for acts or failures to act occurring after substantial completion.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Sebesta Blomberg & Associates, Inc.	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) 1901 Gateway Drive Suite 150	Requester's name and address (optional)
City, state, and ZIP code Irving, TX 75038	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶ 9-15-10
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Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/16/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (952) 830-3000 Wells Fargo Insurance Services USA, Inc. 4300 MarketPointe Drive, Suite 600 Bloomington, MN 55435-5455	CONTACT NAME: PHONE (A/C No. Ext.): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: SEB300C5														
INSURED Sebesta Blomberg & Associates, Inc. 2381 Rosegate Roseville, MN 55113	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Traveler's Property & Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER B: Travelers Property Casualty Company of America</td><td>25674</td></tr><tr><td>INSURER C: St. Paul Fire and Marine Insurance Company</td><td>24767</td></tr><tr><td>INSURER D: The Travelers Indemnity Co of America</td><td>25666</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Traveler's Property & Casualty Company of America	25674	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: St. Paul Fire and Marine Insurance Company	24767	INSURER D: The Travelers Indemnity Co of America	25666	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 1785885

REVISION NUMBER: See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		630 867K9779	08/17/10	08/17/11	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		810 867K9779	08/17/10	08/17/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		QK05501665	08/17/10	08/17/11	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	UB867K9779	08/17/10	08/17/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project #600715.00 Hays County Government Center commissioning services.

CERTIFICATE HOLDER**CANCELLATION**

Hays County, a political subdivision of
The State of Texas
111 East San Antonio Street, Ste. #101
San Marcos, TX 78766

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2010

PRODUCER (651) 621-8980, Fax (651) 621-8989

Dennis J. Linder & Associates

An affiliate of American Agency, Inc.

731 Bielenberg Drive, Suite 204

Woodbury MN 551251701

INSURED

Sebesta Blomberg & Associates, Inc.

1901 Gateway Drive, Suite 150

Irving, TX 75038

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Continental Casualty Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>				MED EXP (Any one person) \$
					PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>				PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO				BODILY INJURY (Per person) \$
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$
	OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/>				AGGREGATE \$
	DEDUCTIBLE				\$
	RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				E.L. EACH ACCIDENT \$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$
A	OTHER Architects/Engineers Prof Liab (Claims Made & Reported)	AEX254074992	08/16/2010	08/16/2011	\$10,000,000. Per Claim \$10,000,000. Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Project No.: 600715.00 Hays County Government Center Commissioning Services

This policy covers the PROFESSIONAL SERVICES of the named insured for all projects & the limit of liability shown shall not be construed to be applied to this project only.

CERTIFICATE HOLDER

Hays County, a political subdivision of
The State of Texas
111 East San Antonio St Ste 101
San Marcos, TX 78766

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dennis Linder/PSB

ACORD 25 (2009/01)

INS025 (200901)

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The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Ratify the County Judge's execution of the Advance Funding Agreement Amendment # 1 for Bebee Road at Dacy Lane.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Debbie Ingalsbe

SPONSORED BY: Debbie Ingalsbe

SUMMARY: Please refer to back-up.



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

September 15, 2010

Hays County
CSJ: 0914-33-050
Beebe Road at Dacy Lane

The Honorable Elizabeth Sumter
County Judge
Hays County
111 E. San Antonio, Suite 300
San Marcos, Texas 78666

Attn: Linda Fristsche

Dear Judge Sumter:

Enclosed is an executed Amendment No. 1 to the Advance Funding Agreement for the above project that would have constructed right turn lanes on Beebe Road at Dacy Lane under the STP MM Program.

Also attached is a check in the amount of \$5000 for the balance of unused Direct Costs.

The executed Amendment and the return of funds hereby terminate the Agreement.

If you have any questions, please contact me at (512) 832-7050.

Sincerely,


Patricia L. Crews-Weight, P.E.
Director of Design - AUS

Attachments

cc: Mike Walker, District Environmental Coordinator, TxDOT
Ed Collins, District Advanced Transportation Planning Director

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
AMENDMENT #1**

 **ORIGINAL**

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and Hays County, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on the 20th day of October, 2006, to effectuate their agreement to construct right turn lanes on Bebee Road at Dacy Lane under the STP MM Program; and,

WHEREAS, the Local Government opted to pursue the construction of the Project in another project;

WHEREAS, as a result of the lack of a project, the Local Government has requested to terminate the Agreement;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

In accordance with Article 4 of the original contract, the contract will terminate effective when signed by the last party whose signing makes this amendment fully executed and after an audit of the project costs is completed and funds are paid by the owing party.


All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

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

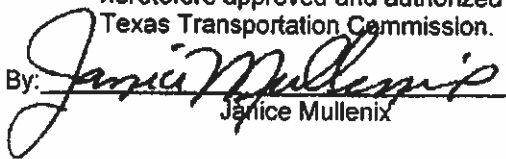
THE LOCAL GOVERNMENT

Hays County
Name of Local Government
By: 
Signature
Elizabeth Sumter
Printed Name
Hays County Judge
Title

Date

THE STATE OF TEXAS

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

By: 
Janice Mullenix

Director, Contract Services
September 7, 2010
Date

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Allow the Personal Health Department (PHD) to accept a donation of an exam bed from Dr. Sue Ann Harrison.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY: Dr. Sue Ann Harrison has offered an exam bed, estimated value - \$300.00 to the PHD to be used in the Well Child Department. This donation will allow the PHD to replace an outdated exam bed that is currently being used.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend Budget of Human Resources for Continuing Ed.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: \$1200.00

LINE ITEM NUMBER OF FUNDS REQUIRED: from 001-677-00.5335 Employment Testing to 001-677-00.5551 Continuing Ed

REQUESTED BY: Baen

SPONSORED BY: Debbie Ingalsbe

SUMMARY: Please refer to back-up

Agenda Item Routing Form

DESCRIPTION OF Item: Amend Budget of Human Resources for Continuing Ed.

PREFERRED MEETING DATE REQUESTED: September 28, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$1200.00

LINE ITEM NUMBER: From 001-677-00.5335 to 001-677-00.5551

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

- CATEGORIES:
- ① Salary & Related
 - ② Supplies & Services
 - ③ Continuing Ed/Travel
 - ④ Equip & Related

Line-item Budget Amendment
 (*must be within the same category)

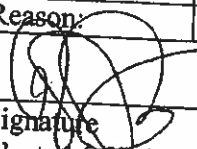
Date: 9/17/10

Please make the following line-item transfer(s) to my departmental budget:

FUND: 001

DEPT: 677 Human Resources

	ACCT. #	DESCRIPTION	AMOUNT
From:	001-677-00.5335	Employment Testing	
To:	001-677-00.5551	Continuing	1200
Reason:			1200
From:	001-677-00.5332	Safety Training	
To:	001-677-00.5211	Office Supply	<200>
Reason:			200
From:			
To:			
Reason:			
From:			
To:			
Reason:			


 Signature
 Elected Official/Department Head
 (if emailing form, please type name in signature field)

Date Received in Auditor's Office: _____
 Date Entered into System: _____

Signature _____
 County Auditor's Office
 *interoffice form or email to Berry James @ bjames@co.hays.tx.us

To move within (not between) same category:

1. Salary & Benefits
2. Supplies & Services
3. Continuing Ed/Travel
4. Equipment & Related

*(Between category amendments must be approved by Court-contact Judge's office for agenda item)

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 extension of Professional Services Agreement with Tom Franke for Drainage Engineering Review until 9/30/11.

TYPE OF ITEM: CONSENT

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Lambright/Borcherding

SPONSORED BY: Ford

SUMMARY: Tom Franke's PSA was approved by Commissioners Court on May 25, 2010. This request is to continue utilization of his services for review of projects with complex drainage components.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend Budget of Tax Office in General Fund for website fees

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

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

Amount Required: \$ 3,400.00

**LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-619-00.5429 Software Maint.
from 001-619-00.5718 Software**

REQUESTED BY: Luanne Caraway/Auditors Office

SPONSORED BY: Sumter

SUMMARY:

This is for the annual webhosting fee and the annual technical support service fee

See Budget Amendment

Agenda Item Routing Form

DESCRIPTION OF Item: Amend Budget of Tax Office in General Fund for website fees

PREFERRED MEETING DATE REQUESTED: September 28, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$3,400.00

LINE ITEM NUMBER: From 001-619-00.5718 to 001-619-00.5429

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend Sheriff Office budget in General Fund for Continuing Ed.

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

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

Amount Required: \$ 1000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-618-00.5551 Continuing Ed.

from 001-618-00.5206 Law Enf. Supplies

REQUESTED BY: Broadbeck/Auditors Office

SPONSORED BY: Sumter

SUMMARY:

Invoices on hand means line item is over -476.06 with credit card bill to be paid of 460.05, budget amendment amount is \$1000.00

See Budget Amendment

Agenda Item Routing Form

DESCRIPTION OF Item: Amend Sheriff Office budget in General Fund for Continuing Ed.

PREFERRED MEETING DATE REQUESTED: September 28, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$1000.00

LINE ITEM NUMBER: From 001-618-00.5206 to 001-618-00.5551

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute Resolution and submit a grant application to the Texas Task Force on Indigent Defense for \$71,325.

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

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hauff

SPONSORED BY: Sumter

SUMMARY:

This is a formula grant available annually to the County to assist in the implementation of the provisions of the Fair Defense Act and the improvement of Indigent Criminal Defense services. The grant funds may be used for defendants accused of crimes or juvenile offenses, for licensed investigators, forensic specialists, or mental health experts related to criminal defense of indigent defendants. The grant application submission is through an on-line electronic process, with the Resolution faxed or mailed for verification authorization.

2011 Hays County Resolution Indigent Defense Grant Program

WHEREAS, under the provisions of the Fair Defense Act, 77th Regular Session, counties are eligible to receive grants from the Task Force on Indigent Defense to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation of the provisions of the Fair Defense Act and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hays County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hays County Commissioners assures that the funds will be returned in full to the Task Force on Indigent Defense.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Judge is designated as the Program Director and contact person for this grant and the County Auditor is designated as the Financial Officer for this grant.

Adopted this _____ day of _____, 2010.

Elizabeth Sumter
County Judge

Attest:

County Clerk

Internet Submission Form

After submitting the formula grant application on-line, the following Internet submission confirmation number was received #201110520100922. This grant application submission was in accordance with the Commissioners Court Resolution above.

Elizabeth Sumter
County Judge

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 accept the bond for fiscal surety for the re-vegetation of the Green Acres Drive replacement bridge.

CHECK ONE: ☐ Subdivision ☐ Road ☐ Staff Recommendation

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Conley

SUMMARY:

The contractor has issued a re-vegetation bond for \$2,295.00. The Transportation Division has inspected and recommends acceptance.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

REVEGETATION BOND

Bond No. 5086673

Premium: \$115.00

BENEFICIARY: Hays County Judge
Hays County, Texas

SUBDIVISION: Green Acres Drive Replacement Bridge Improvements at Wilson
SUM: Two Thousand Two Hundred Ninety Five Dollars and 00/100 Creek
DATE: Sept. 7, 2010 (\$2,295.00)

EXPIRATION DATE: March 7, 2011 ***This is a six month obligation only.

The PRINCIPAL and SURETY, a Corporation authorized to write bonds in the State of Texas, are jointly and severally held and bound unto the BENEFICIARY in the above-stated sum in U.S. currency, an amount fixed by the BENEFICIARY pursuant to Chapter 232 of the Texas Local Government Code.

This Bond is conditioned on the performance of the duties of the PRINCIPAL prior to the Expiration Date to provide for the re-vegetation of the street and drainage improvements in the SUBDIVISION, as further described below, to current TCEQ requirements as judged by Hays County staff.

The County shall not make a claim on the bond unless the County reasonably determines that installation and/or continued maintenance of erosion controls is not adequately being performed during the 2-year period. If, during the 2 year period, permanent erosion control (vegetation) is established, based on TCEQ requirements, such being judged by Hays County staff, this bond will be released via action of Commissioners Court. Until action by Commissioners Court, this bond will remain in effect. Hays County may claim on the Bond at any time during the bond period if, in Hays County's determination (based on TCEQ requirements), PRINCIPAL has not adequately maintained erosion controls in the SUBDIVISION. Any claim request shall refer to the reference number assigned to this bond and shall include a statement from the Hays County Judge that: "Developer of the *** Subdivision has failed to adequately maintain erosion controls in the *** Subdivision." ***Wilson Creek

If this Bond is unenforceable as a statutory Bond, the PRINCIPAL and SURETY shall be bound by this contract as a common law obligation.

In lieu of claiming on this BOND, BENEFICIARY, in its sole discretion, may accept a Substitute Bond in the then current amount of the estimated cost of completing of the re-vegetation in the SUBDIVISION.

DESCRIPTION: Re-vegetation for approximately _____, per TCEQ requirements as judged by Hays County staff, and per Hays County approved engineering plans from _____
Engineering.

PRINCIPAL

Myers Concrete Construction, LP
Po Box 2928

Wimberley R. 78676

512-847-8000

512-847-3831

By: *Randy Myers*

Name: Randy Myers
Title: V. President

SURETY

SureTec Insurance Company

9737 Great Hills Trail, Suite 320

Austin, TX 78759

Ph: (512) 732-0099 / Fax (512) 732-2663

Joanne Golden

By:

Name: Joanne Golden
Title: Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Joanne Golden

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Myers Concrete Construction, LP

Obligee: Hays County, TX

Amount: \$2,295.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 1st day of April, A.D. 2007.

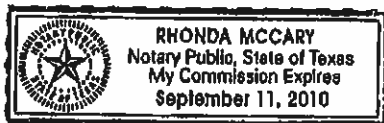
SURETEC INSURANCE COMPANY

By: B.J. King, President

State of Texas ss:
County of Harris



On this 1st day of April, A.D. 2007 before me personally came B.J. King, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Rhonda McCary
Rhonda McCary, Notary Public
My commission expires September 11, 2010

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 7th day of September, 2010, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

<p align="center">SureTec Insurance Company THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p>

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

**Exclusion of Liability for
Mold, Mycotoxins, Fungi & Environmental Hazards**

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Hold a public hearing to establish traffic regulations on Oak Grove Road at the intersection of Little Bear Road/Mourning Dove Lane.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Pct 2 Commissioner Jeff Barton

SUMMARY:

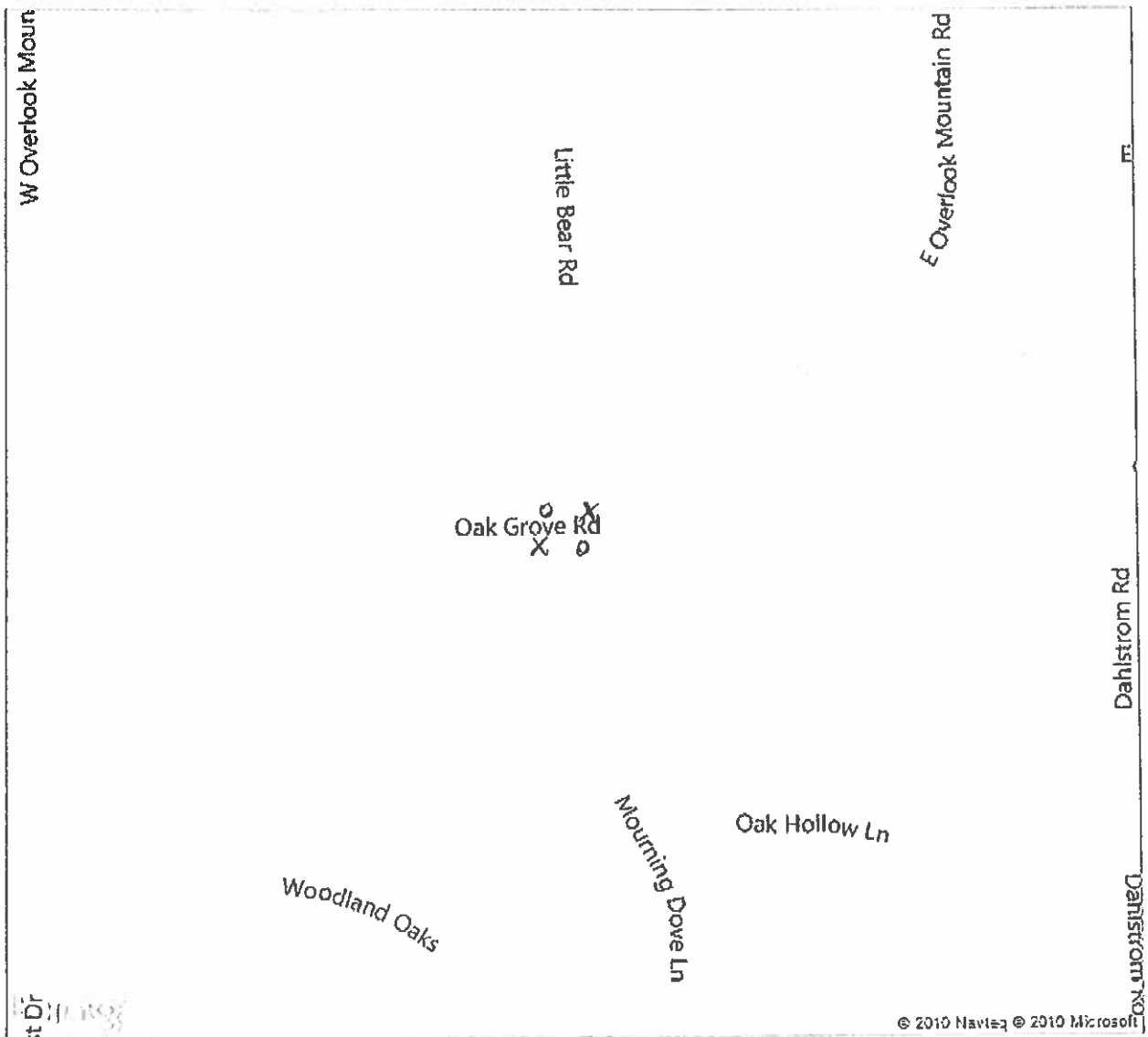
To establish: a 4-way stop on Oak Grove Rd at the intersection with Little Bear Road (entrance of Elliot Ranch subdivision on the north side) and Mourning Dove Lane (entrance of Oak Forest subdivision on the south side). There currently are stop signs on both Little Bear Road and on Mourning Dove Lane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

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:



O - EXISTING STOP SIGNS

X - REQUESTED LOCATION FOR NEW STOP SIGNS



○ - EXISTING STOP SIGNS

X - REQUEST LOCATION FOR NEW STOP SIGNS.

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Hold a public hearing to establish traffic regulations in The Vineyard subdivision.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ford

SUMMARY:

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

STAFF REVIEW/COMMENTS

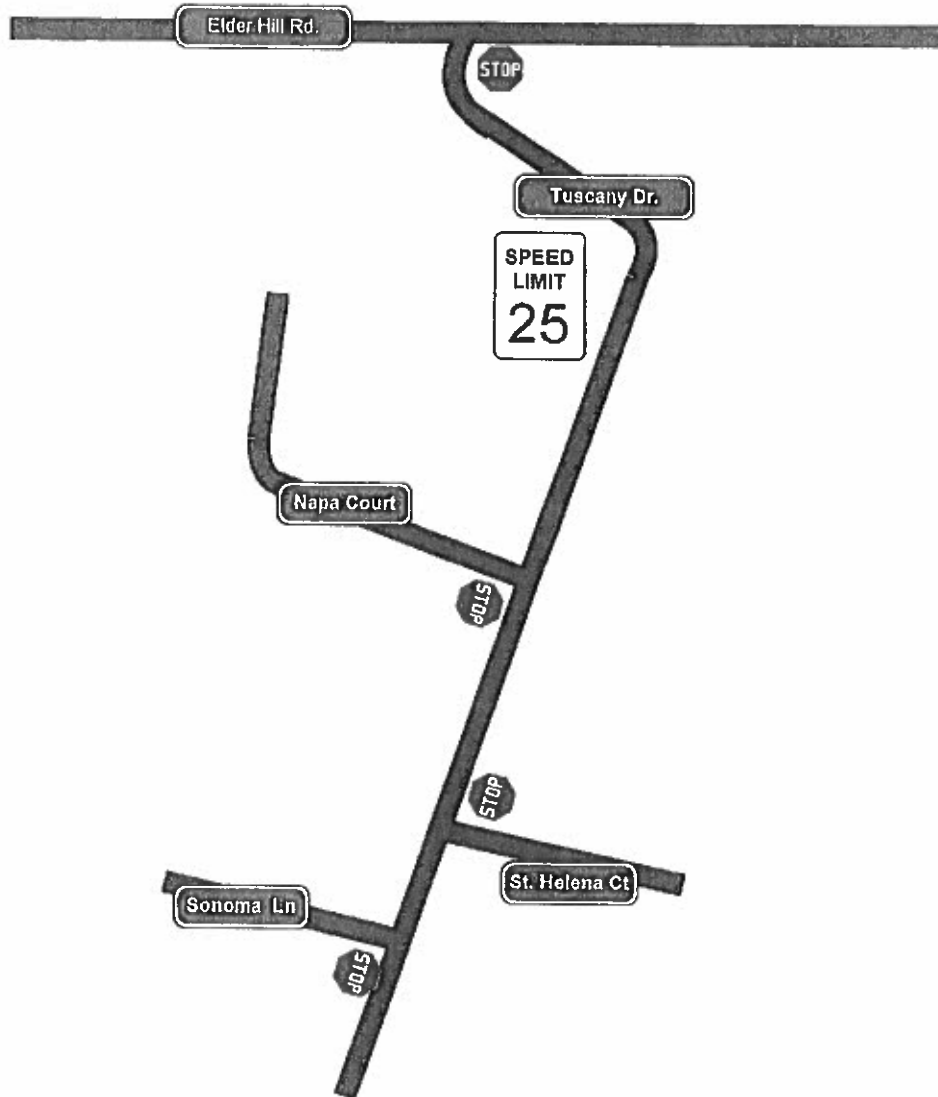
ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Precinct 4
The Vineyard Subdivision

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



Stop traffic on Tuscany Drive at intersection of Elder Hill Road

Stop traffic on Napa Ct. at intersection of Tuscany Drive

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

Stop traffic on Sonoma Lane at intersection of Tuscany Drive

The Vineyard Subdivision speed to be set at 25 MPH

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: 10-18-4 BC Acres Subdivision (2 Lots). Discussion and possible action to consider approval of preliminary plan.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Ford

SUMMARY:

The proposed BC acres subdivision is a proposed 2 lot subdivision of 11.74 acres located adjacent to Pioneer Ranches on McGregor Lane in PCT. 4. If approved the newly created lots will be 3.2 and 8.5 acres in size, with each having direct frontage onto McGregor Ln. Each lot will be served by existing on-site sewage facilities and existing rainwater collection systems.

There are no variances and the entire division is not located within any City's extra-territorial jurisdiction.

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:

10-20-4 Tract 9 Pioneer Ranches Subdivision. (1 Lot) Discussion and possible action to consider approval of preliminary plan.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: N/A

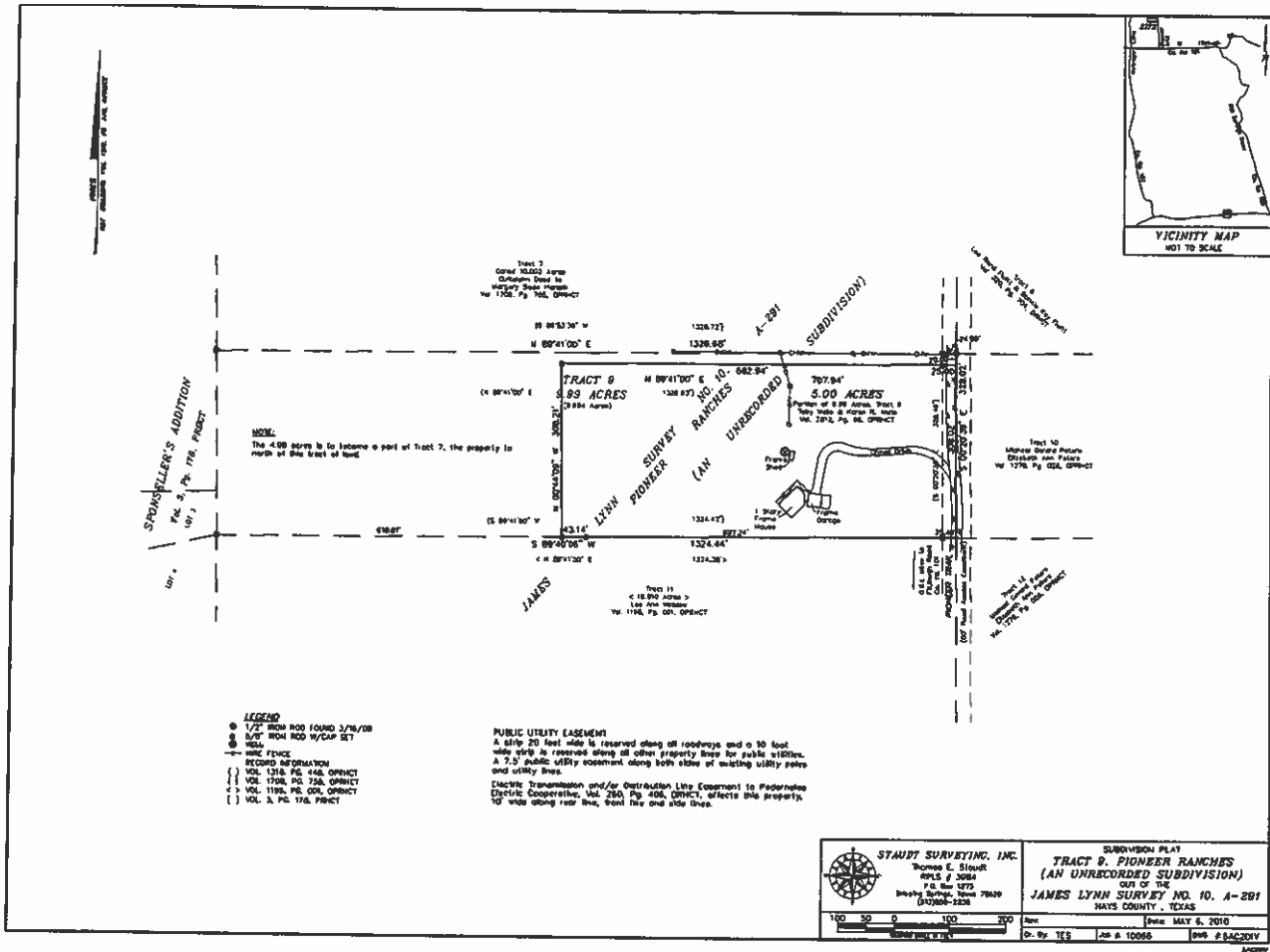
LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Ford

SUMMARY:

Pioneer Ranches is an unrecorded/unplatted subdivision located off of Pioneer Trail in PCT. 4. The original tracts were all 10 acres or greater in size, however there have been re-subdivisions which triggered the plat requirement for those previously exempt parcels. The owner of tract 7 is in the process of purchasing 4.99 acres from the owner of tract 9. The reduction in size will require the platting of the newly created 5.00 acre portion of tract 9. This lot will be served by an water well and existing on-site sewage facility.



STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, that we, Toby Wells and Karen Wells, owners of 9.99 acres of land out of the James Lynn Survey, A-291, also known as Tract 9, Pioneer Ranches, an unrecorded subdivision in Hays County, Texas, as conveyed to us by deed dated November 14, 2000, and recorded in Volume 2012, Page 66, of the Official Public Records of Hays County, Texas, DO HEREBY SUBDIVIDE 5.00 acres to be known as the TRACT 9, PIONEER RANCHES, in accordance with the plat shown herein, subject to any and all easements or restrictions hereinafter granted, and do hereby dedicate to the owners of the property shown herein the use of the streets and easements shown herein.

WITNESS MY HAND, this the _____ day of _____, A.D. 2010.

Toby Wells
751 Pioneer Trail
Dripping Springs, Texas 78620

Karen Wells
751 Pioneer Trail
Dripping Springs, Texas 78620

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared Toby Wells and Karen Wells, known to me to be the person whose names are subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 2010.

NOTARY PUBLIC in and for Hays County, Texas

STATE OF TEXAS
COUNTY OF HAYS

I, Linda Fritzsche, County Clerk of Hays County, Texas, do hereby certify that on the _____ day of _____, A.D. 2010, the Commissioner's Court of Hays County, Texas, passed an order authorizing this filing for record of this plat, and said order has been duly entered in the minutes of the said court.

WITNESS MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 2010.

Linda Fritzsche
County Clerk
Hays County, Texas

STATE OF TEXAS
COUNTY OF HAYS

I, Linda Fritzsche, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of _____, A.D. 2010, in _____ Block _____, in the Plat Records of Hays County, Texas, in Book _____, Page _____.

WITNESS MY HAND AND SEAL OF OFFICE this the _____ day of _____, A.D. 2010.

Linda Fritzsche
County Clerk
Hays County, Texas

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, that I, Thomas E. Staudt, a REGISTERED PROFESSIONAL LAND SURVEYOR in the State of Texas, do hereby certify that this plat complies with the survey-related requirements of the Hays County Subdivision Specifications and further certify that this plat is prepared upon an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

"Preliminary: This document shall not be recorded for any purpose."

Thomas E. Staudt
Registered Professional Land Surveyor No. 3064

DATE MAY 6, 2010

STAUDT SURVEYING, INC.
Thomas E. Staudt
P.O. Box 3064
Dripping Springs, Texas 78620
(512) 266-1228

SUBDIVISION PLAT
TRACT 9, PIONEER RANCHES
(AN UNRECORDED SUBDIVISION)
OUT OF THE
JAMES LYNN SURVEY NO. 10, A-291
HAYS COUNTY, TEXAS

DATE MAY 6, 2010

STAMP # BAC201V

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Discussion and possible action to accept construction of the street and drainage improvements in the Dripping Springs Ranch Subdivision, Replat of Tract 4. Release construction surety in the amount of \$140,760.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Ford

SUMMARY:

The replat of Tract 4 Dripping Springs Ranch Subdivision was final platted on August 4, 2009. At that time the court approved the acceptance of construction surety in the form of a cash bond for the improvements serving newly platted lots in Dripping Springs Ranch, Tract 4 and Rancho Bella Subdivision. At this time the developer has satisfied Hays County construction requirements and would like the surety to be returned. As this is to remain a private road, no maintenance surety is required.



OFFICE OF THE COUNTY ENGINEER
Jerry Borcharding, P.E.
P. O. Box 906 San Marcos, Texas 78667
(512) 393-7385 Fax (512) 393-7393

9/22/10

Honorable Liz Sumter
111 E. San Antonio Street
San Marcos, Texas 78666

Subject: Dripping Springs Ranch, Replat of Tract 4

Dear Commissioners and Judge:

Gene Williams is requesting that Hays County release the construction bond of \$140,760. Dripping Springs Ranch, Replat of Tract 4, is a private subdivision and is not seeking inclusion in the county maintenance system. Hermann Vigil, P.E. has submitted a concurrence letter and as-built plans as required by Hays County. I have reviewed the file regarding this subdivision and have determined that all requirements have been met per Hays County specifications.

I recommend that Hays County release the construction bond.

Respectfully,

A handwritten signature in cursive script that reads "Jerry Borcharding".

Jerry Borcharding, P.E.
Road Engineer Superintendent
Hays County Road & Bridge Department

W VIGIL & ASSOCIATES
CONSULTING SERVICES

Firm Registration No. F-4768
4303 Russell Drive, Austin, TX 78704, Phone: (512) 326-2667, Fax: (512) 448-0989

August 16, 2010

Re: Replat of Tract 4, Dripping Springs Ranch, Phase 2
Street & Drainage Construction Plans
Concurrence Letter

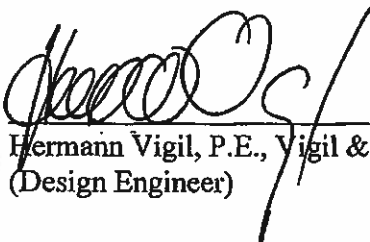
On August 13, 2010, I, the undersigned professional engineer, made a final visual inspection of the above referenced project. I also have visited the site during construction and observed that the roadway and drainage improvements were constructed per the approved plans as demonstrated on the As-Built construction plans, without significant deviation, except for the items denoted below:

1. Revegetation of the disturbed areas, specifically roadside ditch, remains to be accomplished.

I, therefore, verify the adequate completion of the following items:

Roadway base and pavement, drainage culvert and roadside ditch grading.

Sincerely


Hermann Vigil, P.E., Vigil & Associates
(Design Engineer)



**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906
San Marcos, TX 78667
<http://co.hays.tx.us>

512/393-7385 EXT 29
CELL: 512/738-2555
FAX: 512/393-7391

INSPECTION REPORT

LOCATION:	<u>Dripping Springs Ranch</u>	DATE:	<u>7/19/2010</u>
OWNER:	<u></u>	WEATHER:	<u>overcast</u>
CONTRACTOR:	<u>Gene Williams</u>	TIME:	<u></u>
INSPECTOR:	<u>Todd Spencer</u>		

SITE OBSERVATIONS:**PUNCHLIST**

1. Signage
2. Slopes to be 4:1 front slopes
3. relector to be installed at cross culvert

Todd Spencer, Construction Inspector

7/19/2010

Date

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Discussion and possible action to authorize the County Judge to execute a Memorandum of Understanding (MOU) between Hays County Personal Health Department (PHD) and Community First Health Plans (a Medicaid program).

CHECK ONE:

☐ **CONSENT**

☒ **ACTION**

☐ **EXECUTIVE SESSION**

☐ **WORKSHOP**

☐ **PROCLAMATION**

☐ **PRESENTATION**

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Sumter

SUMMARY: This MOU will allow the PHD to bill Community First Health Plans for services provided to Community First clients. At this time, the PHD serves a number of Community First clients but is unable to charge the clients or bill Community First for those services. This MOU will take effect on October 1, 2010.

ORIGINAL



COMMUNITY FIRST
HEALTH PLANS

MEMO

To: Martin Jimenez
From: Ralph Cervantes
Subject: Hays County Health Department Memo of Understanding
Date: 9.10.10

Provider Name:	Hays County Health Department
Specialty:	Family Planning and THSteps Check-ups
Group Name:	
Product:	<input type="checkbox"/> HM <input checked="" type="checkbox"/> MA <input type="checkbox"/> CH <input type="checkbox"/> AS <input type="checkbox"/> AE <input type="checkbox"/> ERS
Effective Date:	10.1.10
Comments:	Provider rendering THS and FP services.

Provider Rep: ☐ EJ ☐ JH ☐ CB ☐ JV ☐ JC ☒ ROC

Community First Health Plan—Our Name Is Our Commitment

This Memorandum of Understanding (MOU) by and between Hays County Health Department (hereinafter referred to "Provider") and Community First Health Plan, Inc. (herein referred to as the "CFHP") shall take effect on October 1, 2010 and shall end at a time to be mutually agreed to by both parties, in writing.

NOW THEREFORE, it is mutually agreed by and between CFHP and Provider as follows:

1. Provider, as of the date above, is interested in providing Family Planning and Texas Health Steps exams as a CFHP provider.
2. Provider and CFHP desire to enter into a formal Agreement through which Provider will render Medically Necessary Covered Services to Members of the various Benefit Programs operated, administered or insured, in whole or in part, by CFHP.
3. Provider warrants that it has the authority to contract to provide the above referenced services and on behalf of its providers and will provide CFHP current listings of all such provider's medical practice license numbers, Drug Enforcement Administration ("DEA") and Department of Public Safety ("DPS") numbers at the time of execution of the MOU.
4. Provider understands and agrees that all claims will be billed according to the Center for Medicare and Medicaid Services (CMS) when billing for Family Planning and Texas Health Steps exams.
5. CFHP will adjudicate all timely submitted clean claims in accordance with all applicable State and federal rules, regulations and laws.
6. Provider agrees to forward all Medical documentation to the respective Primary Care Provider upon completion of rendering Preventative Services.
7. Provider shall accept as payment in full for Preventative Services rendered under this MOU to CFHP Members, the amounts payable by CFHP as set forth in Attachment 1, less any copayments, coinsurance or deductibles payable under the Member's Benefit Program.

IN WITNESS WHEREOF, the parties have executed this MOU to be effective as of the date above.

Hays County Health Department

Community First Health Plans, Inc.

Signature

Patrina Fowler, VP/COO

Title

Date

Date

TIN

ATTACHMENT 1 COMPENSATION

Provider understands and agrees that CFHP will adjudicate claims in accordance and consistent with standard claims editing rules and guidelines, as amended from time to time. As required, CFHP will provide written notice to provider of any substantive changes to be implemented prior to the effective date of the changes.

COMPENSATION : Reimbursement of 100 percent of the Medicaid Fee for Service minus percentage deduction of one (1%) percent per HHSC guidelines.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to accept a grant from the Texas Department of Public Safety, Division of Emergency Management - Hazard Mitigation Grant Program for \$56,250 and amend the budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: \$18,750.00

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: Hauff

SPONSORED BY: Sumter

SUMMARY:

On January 10, 2010 the Commissioners Court approved submission of a grant application to the Office of the Governor, Division of Emergency Management (now Texas Department of Public Safety, Division of Emergency Management) for funding to revise the County's Hazard Mitigation Plan. The plan must be updated every five years to maintain eligibility for various FEMA grant programs, the current Flood Protection Planning grant from the Texas Water Development Board, and requirements regarding the County Emergency Management Department. Our plan will expire in October, 2011 and considerable time is necessary for plan preparation and approval by FEMA. It is critical that the plan be revised, with or without grant funding, to maintain current commitments as well as eligibility for future funding opportunities.

Funding, in the amount of \$56,250.00, has been awarded through the Hazard Mitigation Grant Program, administered by the Federal Emergency Management Agency (FEMA), for preparation of the plan. A 20% local match (\$18,750.00) is required, for a total project amount of \$75,000.00. It is expected that other participating partners will contribute to the local match, although these amounts have not yet been determined.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to accept a grant from the Texas Department of Public Safety, Division of Emergency Management - Hazard Mitigation Grant Program for \$56,250 and amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: September 28, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$18,750.00

LINE ITEM NUMBER: FY 2011

COUNTY PURCHASING GUIDELINES FOLLOWED:

PAYMENT TERMS ACCEPTABLE:

COMMENTS: This will need to be added to the FY 2011 budget.

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: _____

TEXAS DEPARTMENT OF PUBLIC SAFETY

5806 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

www.txdps.state.tx.us



STEVEN C. McCRAW
DIRECTOR
LAMAR BECKWORTH
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
ALLAN B. POLUNSKY, CHAIR
C. TOM CLOWE, JR.
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH

September 8, 2010

The Honorable Elizabeth Sumter
Judge, Hays County
111 E. San Antonio Street, Ste. 303
San Marcos, TX 78666

Dear Judge Sumter:

Congratulations! The Hay County's request for funding under the Hazard Mitigation Grant Program (HMGP) for your local mitigation plan update has been selected by the State of Texas and approved by the Federal Emergency Management Agency (FEMA).

The project number for this grant is DR-1780-044 and all documents and correspondence tied to this project should reference this number. The total cost projected for this project is \$75,000. The federal share award for this grant is \$56,250. As stated in the terms of your application and upon meeting the below listed conditions, you will be reimbursed up to the amount of the federal share based on eligible project costs submitted.

The following conditions apply to plan submittals under this grant and each element must be met during the period of performance:

- 1) The final local mitigation action plan (The Plan) must meet or exceed the Final Rule for local mitigation planning found in 44CFR 201.6 in order to be FEMA approved;
- 2) The sub-grantee will use FEMA's "Mitigation Planning How-To" publications (386) series; the "Local Multi-Hazard Mitigation Planning Guidance" (dated July 1, 2008) and specifically the Local Mitigation Plan Crosswalk found in the Guidance, as guidance documents for developing the plan to meet or exceed the criteria. These can be found on the FEMA Library website: <http://www.fema.gov/library/index.jsp>;
- 3) The natural hazards assessed in the Plan must be coordinated with the current FEMA-approved State Hazard Mitigation Plan;
- 4) The sub-grantee will submit a completed, accurate Crosswalk to the State and each submittal will include one hardcopy and one digital copy of the Plan and Crosswalk.
- 5) The sub-applicant will submit the Plan to the State no later than 12 months prior to the end of the performance period; the Plan will be submitted to FEMA for review and

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approval following a State review and concurrence that the plan meets the 44CFR criteria. FEMA will not review plans submitted directly;

- 6) Plans submitted to the State for review will cover no more than two counties and those participants within its boundaries; Regional sub-grantees such as Councils of Governments or Special Districts shall work at the local level to determine those boundaries in the interests of the communities and submit separate plans based on the political boundaries for each Plan.
<http://www.txdps.state.tx.us/dem/pages/SignedPlansPolicyLetter.pdf>
- 7) The sub-grantee is aware that each participant in the Plan must meet all the requirements and conclude its performance with an adoption resolution in order to receive continued eligibility for FEMA mitigation grant programs.

In addition, the following procurement, financial and reporting conditions apply to this grant program:

- 8) Any contract for service associated with this project must be issued in accordance with local, state and federal laws. Contract material and labor costs must be specific and considered reasonable; "cost plus" contracts will not be acceptable. For any contract awarded a copy of the contract must be forwarded to the state with the first quarterly report along with a printout from the Excluded Parties List System (www.epls.gov) showing that the chosen contractor is not currently excluded.
- 9) The period of performance is 24 months. This means you must complete your project by August 25, 2012. If due to extenuating circumstances the project cannot be completed within this period, the sub-grantee must request an extension to the period of performance. This request must be in writing and received by the State 90 days prior to the project completion date of August 25, 2012.
- 10) You are required to submit a Quarterly Progress Report to this office no later than October 15; January 15; April 15 and July 15 of each year until the project is completed. Two consecutively missed reports, or two consecutive reports indicating no progress, may result in your project funding being forfeited. A copy of the report format is enclosed and an electronic copy may be requested (see enclosure 1).
- 11) Requests for reimbursement of expenses may be submitted quarterly. Payments will be made within 21-30 days after receipt of complete and accurate documentation. The reimbursements must be disbursed by the sub-grantee within 10 working days of receiving the funds. Failure to do so, per FEMA grant management regulations and the State Hazard Mitigation Team, will be considered poor grants management and could affect future grant eligibility. A copy of the report format is enclosed and an electronic copy may be requested (see enclosure 2).
- 12) The payment schedule payment for the creation of a mitigation plan as stated in the State Hazard Mitigation Plan, Annex A, is as follows:
 - a. During the course of the project, if the sub-grantee maintains the time schedule submitted with the grant application, they will be eligible to request quarterly reimbursements for work performed up to 75 percent of the federal share of the grant.

- b. Upon FEMA plan approval for all participating jurisdictions, the sub-grantee may request the final 25 percent.
- 13) As notification that the project has concluded and is ready for the final audit, the sub-grantee will submit the Certificate of Completion along with a final quarterly report containing a recap of all project expenditures. A copy of the form is attached and can be requested electronically. A chief elected official or his/her designated representative must sign this document. Final project payments are made based upon the Certificate of Completion and the final inspection and audit by our staff. A copy of the report format is enclosed and an electronic copy may be requested (see enclosure 3).
- 14) If you have received over \$500,000 total funding from any federal programs during this federal fiscal year, you will be required to provide the State with a copy of your current annual audit, performed per OMB Circular No. A-133. Please contact our Disaster Auditor at 512-424-2426 for further information on audit requirements. All HMGP grants are subject to federal audit; therefore, all records must be maintained for three years from the date of project close-out or upon receipt of the final payment, whichever is later.

If you have any questions contact the your project officer, Carolyn Sudduth, at 512-424-5683 or via email at Carolyn.sudduth@txdps.state.tx.us.

Sincerely,



for W. Nim Kidd, CEM
Assistant Director
Texas Department of Public Safety
Chief
Texas Division of Emergency Management

WMK:cs

Enclosures: 1-Quarterly Progress Report form
2-Request for Reimbursement form
3-Certificate of Completion form

cc: Jeff Hauff, Hays County

P:\Sections\Mitigation\1780-DR\Active Projects\1780-044 Hays Co MAP\approval package\Approval Letter.docx

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Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize counsel to negotiate due diligence services related to a potential real property acquisition in Kyle, Texas; and to authorize the County Judge to execute due diligence services agreements negotiated by counsel.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: Not to Exceed \$30,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: BARTON

SPONSORED BY: Pct 2 Commissioner Jeff Barton

SUMMARY:

The property in question is a potential location for Hays County's Precinct 2 offices. Services to be procured include:

1. Boundary and Topographic survey - \$5000
2. Environmental analysis (Phase 1) - \$2000
3. Geotechnical analysis (soil borings) - \$4000 (for 4-5 borings)
4. Preliminary drainage study - \$15,000

The sum total cost for these services should be around \$26,000.00. To account for unforeseen factors, counsel requests authority up to \$30,000.00 for performance of all of the above-listed services. Counsel has been collaborating with members of Broaddus and Associates on this project. Broaddus' line-item estimates of due diligence costs is reflected above.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize counsel to negotiate due diligence services related to a potential real property acquisition in Kyle, Texas; and to authorize the County Judge to execute due diligence services agreements negotiated by counsel.

PREFERRED MEETING DATE REQUESTED: September 28, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$30,000.00

LINE ITEM NUMBER: FY 2011

COUNTY PURCHASING GUIDELINES FOLLOWED: Unknown

PAYMENT TERMS ACCEPTABLE:

COMMENTS: This will need to be discussed with regards to how we want to fund this project.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the Judge to negotiate and execute a Contractual Agreement with the Greater San Marcos Economic Development Corporation for economic development services.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: 150,000.00 has already been awarded

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: When the court voted to give \$150,000.00 to the Greater San Marcos Economic Development Corporation, Commissioner Conley neglected to negotiate and secure a written agreement with the Corporation for the deliverables and proper management of taxpayer monies. This agenda item will correct that oversight by putting a contractual agreement in place, similar to the City of San Marcos agreement with the corporation (attached). Amy Madison and I met, September 21st and discussed an agreement. I gave Ms. Madison a copy of a contract the court had executed with the Greater San Marcos Economic Council as a starting point. We have begun work on the contract and will continue to negotiate in accordance with Ms. Madison presentation to the court and the requirements the county has to insure proper expenditure of county funds.

Because the county was invoiced the entire \$150,000.00 (see attached), we cannot put in place monthly disbursements as the City of San Marcos in their agreement has but we can ensure that repayment of funds will occur if necessary.

Mark Kennedy, Bill Herzog, (if necessary) and I will work toward an agreement as quickly as possible.

CHAIR
Dr. Perry Moore
Texas State University-San Marcos

VICE-CHAIR
Commissioner Will Conley
Hays County, Texas

SECRETARY
Mayor Ray Sanders
City of Lockhart, Texas

TREASURER
Don Nash
Wells Fargo

INVOICE

DATE: September 8, 2010

Will Conley
Hays County Commissioner
P.O. Box 3085
Wimberley, TX 78676

DESCRIPTION	AMOUNT
2010-2011 Annual Contribution	\$150,000
Federal ID# 80-0624502	
TOTAL DUE:	\$150,000

Thank you for your continuing support of the Greater San Marcos Economic Development Corporation.

Please make checks payable to:
Greater San Marcos EDC
P.O. Box 2310
San Marcos, TX 78667

If you have any questions concerning this invoice please call us at (512) 393-3400.

The Greater San Marcos Economic Development Corporation is a tax-exempt 501(c)(6) non-profit corporation. Contributions made to GSMEDEC may be deductible as trade or business expenses.

**AGREEMENT BETWEEN THE CITY OF SAN MARCOS AND
THE GREATER SAN MARCOS ECONOMIC DEVELOPMENT CORPORATION
FOR ECONOMIC DEVELOPMENT SERVICES**

This Agreement is Between the City of San Marcos and the Greater San Marcos Economic Development Corporation for Economic Development and Small Business Economic Development Services (the "Agreement") is dated and effective October 1, 2010, and is between the City of San Marcos, Texas, a Texas municipal corporation (the "City") and the Greater San Marcos Economic Development Corporation (the "Corporation").

AGREEMENT:

SECTION 1. OBLIGATIONS OF THE CORPORATION

A. Provision of Professional Services; Mission; Goals. The Corporation agrees to provide professional economic development services for the City. The Corporation agrees to provide necessary skilled and knowledgeable personnel, equipment, and supplies for the administration and operation of the economic development services provided under this Agreement, in accordance with the budget approved by the City Council. The Corporation agrees that the size, assignments and roles of Corporation staff members performing services under this Agreement will be subject to evaluation and approval by the Greater San Marcos Economic Development Corporation in response to work demands, individual skill sets, and the performance measures as stated in the Comprehensive Economic Development Strategy and Implementation Plan approved by the City Council on February 16, 2010 pursuant to Resolution No. 2010-28R.

B. Mission; Goals. The mission of the Corporation's economic development services will be to enhance and diversify the San Marcos area economy. The Corporation agrees to use its best efforts to accomplish this mission by implementing the program approved by the City Council in the Comprehensive Economic Development Strategy and Implementation Plan. The program will be directed generally towards three goals: 1) Economic Diversity 2) Workforce Education and 3) Quality of Place.

C. Small Business Economic Development. The Corporation will continue its efforts in working with prospects that are small businesses. For the purpose of this agreement a small business shall mean any business whose gross annual revenues do not exceed \$500,000. The services offered to small businesses shall include evaluating the immediate needs of such

prospects and assisting them in finding resources appropriate to their needs. The Corporation will work with the President / CEO to facilitate educational events that communicate the efforts of the City, and the Corporation to the public regarding their collaborative efforts in working towards established economic development goals.

D. Business Contacts and Leads. The President / CEO, agrees to function as the City's initial contact for prospective and current employers and businesses in matters related to economic development. At least monthly, the President / CEO shall provide to the City Manager, or his or her designee, updates on qualified business prospects for the City of San Marcos with which he/she has made contact. The Corporation, through the President / CEO or his or her designee, shall continue to pursue business leads on behalf of the City. The President / CEO may also assist other municipal members of the Corporation to pursue business leads generated by such municipalities provided that assisting them does not conflict with the City's pursuit of a business lead.

E. Office. The Corporation agrees to maintain an office located within the San Marcos city limits that meets ADA requirements for accessibility and is staffed during regular business hours, Monday through Friday, excluding City-recognized holidays.

F. President / CEO. The Corporation agrees to employ a full-time President / CEO to serve as the Corporation's manager for the performance of services under this Agreement.

1. The President / CEO will act as principal liaison to the Economic Development San Marcos Board (EDSM Board), City Council and City staff on economic development matters.

2. The President / CEO will provide reports directly to the City Manager and two nominees who serve on the Corporation Board, and will cooperate fully with the EDSM Board, the City Council and the City staff in all matters related to economic development.

3. The Corporation will, through the President / CEO or his or her designee, will continue to provide the same or greater level of service to the City as has been provided under the two most recent agreements between the City and the San Marcos Area Chamber of Commerce for Economic Development and Small Business Economic Development Services.

G. Services for EDSM Board. The Corporation will, through the President / CEO

or his or her designee, perform the following services in connection with meetings and activities of the EDSM Board:

1. Provide facilities and staffing for meetings of the board. The Corporation will ensure that the facilities for board meetings allow for attendance by members of the public.

2. Keep minutes of the public portion of meetings of the board, and provide a copy of each set of minutes to the City Council and City Manager.

3. Prepare agendas for meetings of the board, and provide them to the City Clerk in a timely manner so that notice of meetings of the board can be given in accordance with the Texas Open Meetings Act.

4. Ensure that an appropriate record is made of each closed meeting of the board, and deliver the record to the City Clerk promptly after each such meeting.

5. Accept conflict of interest disclosure forms from members of the board when appropriate, and deliver the forms to the City Clerk promptly after receiving them.

H. The Corporation will prepare a written quarterly report concerning issues related to economic development in the greater San Marcos region. The President / CEO will present this report to the City Council in closed meeting to the extent needed to protect the confidentiality of information from business prospects while assuring compliance with the Texas Open Meetings Act.

I. Funding Requests. On or before July 15 of each year preceding the fiscal year for which City funding is requested, the Corporation will, in consultation with the President / CEO, develop and submit to the City for review and approval by the City Council, any changes or additions to the proposed program of work and benchmark measurements in the Comprehensive Economic Development Strategy and Implementation Plan and a proposed budget for the fiscal year.

J. Financial Report; Audit. The Corporation agrees to submit to the City an annual financial report and an audit prepared by a certified public accountant.

K. Financial Records. The Corporation shall maintain complete and accurate financial records of each expenditure of the funds in accordance with generally accepted accounting principals prescribed for the Corporation and, at the request of the City Manager or his designee, or of any other person, shall make the records available for inspection and review

during normal business hours.

L. City Branding. Upon the City's submission of any official City brand, slogan or logo to the Corporation, the Corporation will include the brand, slogan or logo into advertising programs initiated after the receipt of the brand, slogan or logo.

SECTION 3. OBLIGATIONS OF THE CITY

A. Payments. The City will pay to the Corporation an amount not to exceed \$360,000 for the Corporation's services provided under the Agreement. As of the writing of this Agreement, the parties are negotiating the terms and conditions of an agreement under Chapter 172 of the Texas Local Government Code pursuant to which the City, through its risk pool, may provide health insurance to certain authorized individuals employed by the Corporation. Such an agreement will reduce the Corporation's expenses for employee health insurance coverage currently incorporated in its budget. If the parties execute an agreement under Chapter 172 of the Texas Local Government Code during the term of this Agreement, the Corporation agrees that the amount of the funds paid by the City under this paragraph shall be reduced by the amount of the savings realized as a result of such agreement.

City will make payments of 1/12 of the annual allocation of funds to the Corporation on the first Friday of each month.

B. Assets and Liabilities. The City, through the City Council, acknowledges that all capitalized assets and respective accumulation thereon from a previous contract with the San Marcos Chamber of Commerce will become the property of the Corporation on October 1, 2010. Capitalized assets and their accumulated depreciation as of September 30, 2010 on the books of the Economic Development San Marcos will become the capitalized assets of the Corporation as of October 1, 2010. The City, through the City Council, also acknowledges that all payables from a previous contract with the San Marcos Chamber of Commerce will become the responsibility of the Corporation on October 1, 2010. As of the Effective Date, the Corporation acknowledges that the City has contributed furniture, fixtures and equipment to the Corporation with a value of \$31,302.00.

C. Board Appointments. The City, through the City Council, will appoint the City Manager and two nominees to serve on the Board of Directors of the Corporation.

SECTION 4. TERM

The initial term of the Original Agreement was from October 1, 2010 through September

30, 2011 with the option to renew for up to five one year periods upon mutual agreement of the parties. Consistent with the initial intent of the parties, the term of this Agreement shall commence on October 1, 2010 and expire on September 30, 2011. This Agreement may be extended for up to four one year periods after the expiration of the term ending September 30, 2011 upon mutual written agreement of the parties.

SECTION 5. MISCELLANEOUS

A. Notices. Notices required by this Agreement will be provided by the parties to one another by certified mail, return receipt requested, or by confirmed facsimile or email transmission, to the following addresses:

To the City:

Laurie Moyer
Interim City Manager
City of San Marcos
630 E. Hopkins
San Marcos, TX 78666
Fax: 512/396-4656
Email: lmoyer@sanmarcostx.gov

To the Corporation:

Amy Madison, President/CEO
Greater San Marcos Economic Development Corporation
202 N. C.M. Allen Parkway
P.O. Box 2310
San Marcos, TX 78667
Fax: 512/393-5900
Email: amym@sanmarcostexas.com

If a party changes its address, facsimile number or email address for notice purposes, it will provide written notice of the new information to the other party within 10 days of the change.

B. Non-Appropriation of Funds. Funds for payments under this Agreement have been provided through the City budget approved by the City Council for the current fiscal year only. State laws prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of services covered by this Agreement is likely to be a recurring requirement, and the City anticipates including this cost as a standard and routine expense of the City to be included in each proposed budget within the foreseeable

future. However, the City does not guarantee the availability of funds in future fiscal years of the City, and the City enters into this Agreement only to the extent such funds are made available in the City's adopted budgets for future fiscal years. The fiscal year for the City extends from October 1st of each calendar year to September 30th of the following calendar year.

C. Termination.

1. **Termination by City.** The City reserves the right to terminate this Agreement upon 30 days' written notice for any reason deemed by the City Council to serve the public interest. In the event of such termination the City will pay the Corporation those costs directly attributable to services received by the City in compliance with the Agreement prior to termination. The City will not be liable for any damages or any loss of profits anticipated to be made by the Corporation under this Agreement in connection with any such termination.

2. **Termination by Corporation.** The Corporation may terminate this Agreement based on default by the City if the City fails to comply with any term or condition of this Agreement. The Corporation will notify the City in writing of any default. The City will take action so that the default is corrected within 15 days of receipt of the notice. If the City fails to timely correct the default, the Corporation may immediately terminate this Agreement in its entirety.

D. Dissolution of Corporation. Upon dissolution of the Corporation, after the payment of all debts and obligations of the Corporation, the assets of the Corporation shall be distributed to one or more exempt organizations under Sections 510 (c) (6) and 170 (c) (2) of the Internal Revenue Code as amended, or any successor provisions, or to the federal, state or local government for lawful purposes. To the extent allowed under said provisions of the Internal Revenue Code and applicable laws, such distribution shall be as follows:

1. Contributed property shall be offered to the member entity that contributed such property;

2. All other property shall be sold and the proceeds of sale distributed to qualifying exempt members in proportion to their financial contributions to the Corporation;

3. All remaining unencumbered funds shall be distributed to qualifying exempt members in proportion to their contributions to the Corporation.

E. Authority of Signatories. Each of the persons executing this Agreement represents that he or she has full power and authority to execute this Agreement on behalf of the party that person represents.

F. Force Majeure. In the event that the performance by either party of any of its obligations under this Agreement is interrupted or delayed by events outside of their control such as acts of God, war, riot, or civil commotion, then the party is excused from such performance for the period of time reasonably necessary to remedy the effects of the events.

G. Incorporation of Terms and Conditions. The City and the Corporation agree that the City's Standard Terms and Conditions for Professional Services Agreements, in the form attached as Exhibit A, will apply to this Agreement. In the event of any conflict between the terms of this Agreement and the attached Standard Terms and Conditions, the terms of this Agreement will govern and control.

EXECUTED to be effective as of October 1, 2010.

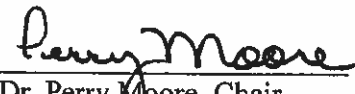
City of San Marcos

By:

Laurie Moyer,
Interim City Manager

**Greater San Marcos Economic
Development Corporation**

By:



Dr. Perry Moore, Chair

ATTEST:

Shelley Goodwin, Interim City Clerk

Exhibit A
City of San Marcos, Texas
Terms and Conditions for Professional Services Agreements

1. Standards of Performance

(a) The performance of all services by the Contractor under this Agreement will be by persons appropriately licensed or registered under State, local and Federal laws.

(b) In performing all services under this Agreement, the Contractor will use that degree of care and skill ordinarily exercised for similar projects by professionals who possess special expertise in the types of services involved under this Agreement.

(c) Any provisions in this Agreement pertaining to the City's review, approval and /or acceptance of written materials prepared by the Contractor and/or its subcontractors in connection with this Agreement will not diminish the Contractor's responsibility for the materials.

(d) The Contractor will perform all of its services in coordination with the City. The Contractor will advise the City of data and information the Contractor needs to perform its services, and the Contractor will meet with City representatives at mutually convenient times to assemble this data and information.

(e) In performing all services under this Agreement, the Contractor will comply with all local, State and Federal laws.

2. City's Responsibilities

(a) The City will provide information to the Contractor regarding the City's requirements for the Contractor's services under this Agreement. The City will furnish the Contractor with copies of data and information in the City's possession needed by the Contractor, at the Contractor's request.

(b) The City will designate an authorized representative to act on the City's behalf with respect to this Agreement. The City will examine documents and information submitted by the Contractor, and promptly render responses to the Contractor on issues requiring a decision by the City.

3. Contractor's Records

(a) All expense records of the Contractor related to this Agreement will be kept on a recognized accounting basis acceptable to the City and will be available to the City at mutually convenient times.

(b) The City, its auditors and federal and state agencies that have monitoring or auditing responsibilities for this Agreement will have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, copying and transcriptions.

(c) The Contractor will furnish to the City at such time and in such form as the City may require, financial statements including audited financial statements, records, reports, data and information, as the City may request pertaining to the matters covered by this Agreement.

4. Ownership and Use of Documents

(a) All documents prepared by the Contractor in connection with this Agreement will become the property of the City.

(b) The Contractor will retain all of its records and supporting documentation relating to this Agreement, and not delivered to the City, for a period of three years, except that in the event the Contractor goes out of business during that period, it will turn over to the City all of its records relating to the Project for retention by the City.

5. Term; Termination of Agreement

(a) The term of this Agreement begins upon the date of the letter agreement, and will renew automatically unless terminated in accordance with this Section.

(b) This Agreement may be terminated by either party upon 15 days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

(c) This Agreement may be terminated at will by the City upon at least 30 days prior written notice to the Contractor.

(d) In the event of termination as provided in this Section, the Contractor will be compensated for all services performed to the termination date which are deemed by the City to be in accordance with this Agreement. This amount will be paid by the City upon the Contractor's delivering to the City all information and materials developed or accumulated by the Contractor in performing the services described in this Agreement, whether completed or in progress. The expense of the reproduction of these items will be borne by the City.

6. Insurance and Indemnity

(a) The Contractor will hold harmless, indemnify and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts, errors or omissions of the Contractor, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims, demands and causes of action for personal injuries, death or damages to property.

(b) The Contractor will procure and maintain at its expense insurance with insurance companies authorized to do business in the

State of Texas, covering all operations under this Agreement, whether performed by the Contractor or its agents, subcontractors or employees. Before commencing the work the Contractor will furnish to the City a certificate or certificates in a form satisfactory to the City, showing that Contractor has complied with this paragraph. All certificates will provide that the policy will not be canceled until at least 30 days written notice has been given to the City, and will name the City as an additional insured on all coverages except workers' compensation and professional liability. The kinds and amounts of insurance required are as follows:

Workers' Compensation Insurance: In accordance with the provisions of the Workers' Compensation Act of the State of Texas.

Liability Insurance: (1) Commercial general liability insurance with a combined single limit of \$500,000 for each occurrence and \$500,000 in the aggregate, (2) Motor Vehicle liability insurance in an amount not less than \$250,000 for injuries to any one person, \$500,000 on account of any one accident and in an amount of not less than \$250,000 for property damage.

(c) The stated limits of insurance required by this Paragraph are **minimum only**--they do not limit the Contractor's indemnity obligation, and it will be the Contractor's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Contractor from compliance with these requirements.

7. No Waiver of Immunity

The City's execution of and performance under this Agreement will not act as a waiver by the City of any immunity from suit or liability to which it is entitled under Texas law. The parties acknowledge that the City, in executing and performing this Agreement, is a governmental entity acting in a governmental capacity.

8. Miscellaneous Provisions

(a) This Agreement is governed by the law of the State of Texas. Exclusive venue for any dispute arising under this Agreement is in Hays County, Texas.

(b) As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations will commence to run and any alleged cause of action will be deemed to have accrued when the party commencing the cause of action knew or should have known of the existence of the subject act or failure to act.

(c) The Contractor agrees not to use funds received by it under the terms of this Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.

(d) The Contractor hereby affirms that Contractor and Contractor's firm have not made or agreed to make any valuable

gift whether in the form of service, loan, thing, or promise to any person or any of his/her immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of contractors to provide professional services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by the Texas Election Code or the San Marcos City Code will not be considered as a valuable gift for the purposes of this Agreement.

(e) In performing the services required under this Agreement, the Contractor will not discriminate against any person on the basis of race, color, religion, sex, national origin, age or disability.

(f) All references in this Agreement to any particular gender are for convenience only and will be construed and interpreted to be of the appropriate gender. The term "will" is mandatory in this Agreement.

(g) Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

(h) All services provided pursuant to this Agreement are for the exclusive use and benefit of the City.

(i) The City of San Marcos is governed by the Texas Public Information Act (the "Act"), Chapter 552 of the Texas Government Code. This Agreement and all written information generated under this agreement may be subject to release under the Act. The Contractor shall not make any reports, information, data, etc. generated under this Agreement available to any individual or organization without the written approval of the City.

(j) The City and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. The City and the Contractor may not assign, sublet or transfer any interest in this Agreement without the written consent of the other.

(k) This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements either written or oral.

(l) The City may, from time to time, request changes in the scope of services to be performed under the Agreement. Each material change (deletion or addition) in the services to be provided by Contractor must be authorized by the City on the Authorization of Change in Services form attached to the Agreement. Compensation for additional services will be in addition to that specified for Basic Services in accordance with this Agreement. The approval of the City's governing body is necessary for all additional services the compensation for which exceeds \$25,000.00. Except as to a change in the scope of services, the compensation for which does not exceed \$25,000.00, this Agreement may be amended only by written instrument approved by the City's governing body and signed by both the City and the Contractor.

(m) Any exhibits and/or attachments attached to this Agreement are incorporated by reference into this Agreement as though included verbatim herein.

(n) In the event of any conflict between these Terms and Conditions and the provisions of any exhibit or attachment to this Agreement, the terms of the Agreement will govern and control.

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 lease renewal for the Pct. 3 office located in Wimberley.

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

PREFERRED MEETING DATE REQUESTED: September 28 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Commissioner Will Conley

SUMMARY:

See attached Lease Renewal.

J.M. KIRKPATRICK ENTERPRISES Inc. LEASE AGREEMENT

This Lease Agreement is entered into as of the 3rd day of August, 2010 by and between the Landlord and Tenant hereinafter named.

1. DEFINITIONS AND BASIC PROVISIONS:

The following definitions and basic provisions shall be used in conjunction with and limited by the references thereto in the provisions of this lease:

{ a } "Landlord": J.M. Kirkpatrick Enterprises, Inc.

{b} "Tenant": County of Hays, State of Texas

{C} Premises: that real property as part of the "Y" Business Center, Wimberley, Texas, being space # 10, 11 & 12@ 14306 RR 12, Wimberley, Texas containing approximately 2400 square feet of space.

{d} "Lease Term": A period of 24 months, commencing on November 1, 2010 - (The "commencement date") and ending on September 30, 2012.

{e} "Basic Rental": \$1690.00 per month, month 1 Through 24 .

{f} "Security Deposit": \$1540.00 (carried forward from previous lease)

{g} " Permitted Use": County Government Offices.

2. LEASE GRANT.

Landlord, in consideration of the rent to be paid and the other covenants and agreements to be performed by tenant and upon the terms and conditions hereinafter stated, does hereby lease, demise and let unto Tenant the premises (as defined in paragraph 1 {c} hereof for the lease term (as defined in Paragraph 1 {d} hereof) commencing on the commencement date and ending on the last day of the lease term, unless sooner terminated as herein provided. By occupying the premises, Tenant shall be deemed to have accepted the same as suitable for the purpose herein intended and to have acknowledged that the same comply fully with Landlord's covenants and obligations.

Page 1 of 20 _____ Landlord _____ Tenant _____

J.M. KIRKPATRICK ENTERPRISES Inc. LEASE AGREEMENT**3. RENT.**

In consideration of this lease, Tenant promises and agrees to pay Landlord the basic rental (as defined in Paragraph 1 (c) hereof) without deduction or set off. For each month of the stated term hereof, the first and last such monthly installment together with the security deposit, if any (as described in Paragraph 1 {f} hereof) shall be payable by tenant to Landlord in advance, without demand, on or before the date of this lease, and a like monthly installment shall be due and payable without demand on or before the 1st day of each succeeding calendar month after the commencement date of this lease during the term hereof. It is understood by Tenant that a (25 %) penalty will be assessed on any rent due and not received by the 10th day of the month. Rent for any fractional month at the beginning or the ending of the lease term shall be prorated. The security deposit, if any, shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this lease, it being expressly understood that such deposit shall not be considered an advance payment of rental or a measure of Landlords damages in case of default by Tenant. Upon the occurrence of any default by Tenant, Landlord may, from time to time, without prejudice to any other remedy, use such deposit to the extent necessary to make good any event of default. Following any such application of the security deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the security deposit to its original amount. If the Tenant is not then in default hereunder, any remaining balance of such deposit shall be returned by landlord to tenant upon termination of this lease. If Landlord transfers its interest in the premises during the lease term, Landlord shall assign the security deposit to the transferee and thereafter shall have no further liability to the return of such security deposit. Effective upon the signing of this lease, all rent checks shall be made payable to J.M. Kirkpatrick Enterprises, Inc. and mailed to:

Mills County State Bank
P.O. Box 369
Goldthwaite, Texas 76844

4. LANDLORD'S OBLIGATIONS.

Landlord shall not be responsible for any maintenance or repair of the improvements located on the leased premises, except as expressly provided for herein.

Page 2 of 20

Landlord

Tenant

J.M. KIRKPATRICK ENTERPRISES Inc. LEASE AGREEMENT**5. USE.**

Tenant shall use the premises only for the permitted use(as defined in paragraph 1{g} hereof) unless the prior written consent of the Landlord for other use or uses is obtained by Tenant, which consent shall not be unreasonably withheld by the Landlord. Tenant will not occupy or use the premises or permit any portion of the premises to be occupied or used, for any business or purpose other than the permitted use or for any use or purpose which is unlawful in part or in whole or extra hazardous on account of fire, nor permit anything to be done which will in anyway increase the rate of fire insurance on the improvements located on and being a part of the Y Center, Wimberley, Texas, of which the Premises referred to in paragraph 1{c} are a part, or contents; and in event that by reason of acts of Tenant, there shall be any increase in rate of insurance of the improvements located on such premises or contents created by Tenant's acts or conduct of business, then Tenant hereby agrees to pay all of such increase. Tenant will conduct his business and control his agents, employees and invitees in such a manner so as not to create any nuisance. Tenant will maintain the premises in a clean, healthful and safe condition and will comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal, and other agencies or bodies having any jurisdiction thereof) with reference to use condition or occupancy of premises (see exhibit "A" attached hereto and made a part hereof).

J.M. KIRKPATRICK ENTERPRISES Inc. LEASE AGREEMENT**6. TENANTS REPAIRS AND ALTERATIONS.**

Tenant will not in any manner deface or injure the improvements located on the leased premises and will pay the cost of repairing any damage or injury done to the improvements located on the leased premises or any part thereof by Tenant, or Tenant's agents employees or invitees. Tenant shall throughout the term of this lease take good care of the premises and keep them free from waste and nuisance of any kind. Tenant agrees to keep the premises including all fixtures installed by Tenant, in good condition and make all necessary non-structural repairs except those caused by fire casualty or Acts of God covered by Landlords fire insurance policy covering the improvements located on the leased premises. If Tenant fails to make such repairs within fifteen (15) days after the occurrence of the damages or injury, Landlord may at its option make such repair, and Tenant shall, upon demand therefore pay Landlord for the cost thereof, plus ten percent (10%) interest until paid. At the end of the term or other termination of this lease, Tenant shall deliver up the premises with all improvements located thereon (except as otherwise herein provided), in good repair and condition, reasonable wear and tear excepted, and shall deliver to Landlord all keys to the premises. Tenant will not make or allow to be made any alterations or physical additions in or to the premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld as to non-structural alterations. At the termination of this lease, all alterations, physical additions, partitions, paneling, carpeting or other floor coverings or other improvements erected or installed by Tenant on the leased premises shall be delivered up to the Landlord with the premises and shall become property of the Landlord.

Page 4 of 20 _____ Landlord _____ Tenant _____

J.M. KIRKPATRICK ENTERPRISES Inc. LEASE AGREEMENT**7. ASSIGNMENT AND SUBLETTING.**

Tenant shall not assign or in any manner transfer this lease or any estate or interest therein, or sublet the premises or any part thereof, or grant any license, concession or other right of occupancy or any portion of the premises without prior written consent of the Landlord, which consent shall not be unreasonably withheld by the Landlord. The leased premises may not be sold by the Landlord during the term of this lease unless the buyer expressly assumes all obligations of the Landlord herein. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights to any subsequent assignments and sublettings. Notwithstanding any assignment or subletting, Tenant and any guarantor of Tenant's obligations under this lease shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all the Tenant's other obligations under this lease. In the event of the transfer and assignment by Landlord of its interest in this lease and the improvements located on the leased premises, Landlord shall thereby be released from any further obligations hereunder, and Tenant agrees to look solely to such successor in interest of the Landlord for performance of such obligations. Tenant shall not mortgage, pledge or otherwise encumber its interest in this lease or in the premises.

Page 5 of 20 _____

Landlord _____ Tenant _____

J.M. KIRPATRICK ENTERPRISES Inc. LEASE AGREEMENT**8. INDEMNITY.**

Landlord shall not be responsible for and Tenant will indemnify and hold Landlord harmless of and from all fines, suits, claims, demands, losses and actions (including attorneys' fees) for injury to any person or damage to or loss of property on or about the premises caused by the negligence or misconduct or breach of this lease by Tenant, its employees, subtenants, invitees or by any other person entering the premises or the improvements located on the leased premises under expressed or implied invitation of tenant, or arising out of tenant's use of the premises. Landlord shall not be liable or responsible for any loss or damage to any property or death or injury to any person occasioned by theft, fire, Act of God, public enemy, injunction, riot, strike, insurrection, war court order, requisition or order of governmental body, authority, or other Tenants of the improvements located on the leased premises, or by any other matter beyond control of Landlord, or for any injury or damage or inconvenience which may arise through repair or alteration of any part of the improvements located on the leased premises, or failure from any cause whatever except Landlord's negligence.

9. MORTGAGES

Tenant accepts this lease subject to any deeds of trust, security interests or mortgages which might now or hereafter constitute a lien upon the improvements located on the leased premises therein or on the premises and to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the property. Tenant shall at any time hereafter, on or before, execute any instruments, releases or other documents that may be required by any mortgage for the purpose of subjecting and subordinating this lease to the lien of any such deed of trust, security interest or mortgage hereafter constituting a lien on the building or improvements therein on the premises. Landlord at its sole option, shall have the right to waive the applicability of this paragraph 9 so that this lease will not be subject and subordinate to any such deed of trust, security interest or mortgage.

Page 6 of 20_____

Landlord_____ Tenant_____

J.M. KIRKPATRICK ENTERPRISES Inc. LEASE AGREEMENT**10. INSPECTION.**

Landlord or its officers, agents or representatives shall have the right to enter into and upon any and all parts of premises at all reasonable hours to (a) inspect same or clean or make repairs or alterations or additions as Landlord may deem necessary (but without any obligation to do so, except as expressly provided for herein) or (b) show the premises to prospective tenants, purchasers or lenders; and Tenant shall not be entitled to any abatement or reduction of rent by reason thereof, nor shall such be deemed to be an actual or constructive eviction.

11. CONDEMNATION.

If the premises or the improvements located on the leased premises or any part thereof which materially affects Tenant's use of said improvements, shall be taken and condemned in whole or in part for public purposes, then the term of this lease, at the option of either party, shall forthwith cease and terminate; all compensation awarded for any taking (or sale proceeds in lieu thereof) shall be the property of Landlord.

12. FIRE OR CASUALTY.

In the event that the building should be totally destroyed by fire, tornado or other casualty, or should be so damaged that rebuilding or repairs cannot be completed within ninety(90) days after the date of such damage, either party may at its option, terminate this lease, by giving written notice to the other party within ten(10) days of the occurrence of said damage, in which event the rent shall be abated during the unexpired portion of this lease effective with the date of such damage, and in the event neither party elects to terminate this lease, under this provision, Landlord shall proceed to rebuild and repair the building and the premises.(continued on next page)

Page 7 of 20_____

Landlord _____ Tenant _____

J.M. KIRKPATRICK ENTERPRISES Inc. LEASE AGREEMENT**12. (Continued)**

In the event that building should be damaged by fire, tornado, or other casualty covered by Landlord's insurance, which materially affects the Tenant's use of said leased premises, but only to such extent that rebuilding or repairs can be completed within ninety (90) days after the date of such damage, or if the damage should be more serious but Landlord does not elect to terminate all leases covering space in the building, in either such event Landlord shall within thirty (30) days after the date of such damage, commence to rebuild or repair the building and shall proceed with reasonable diligence to restore the building to substantially the same condition which it was immediately prior to the happening of the casualty, except that Landlord shall not be required to rebuild, repair or replace any part of the partitions, fixtures or other improvements which may have been placed by tenant or other tenants within the building or the premises. Landlord shall allow Tenant a fair diminution of rent during the time the premises are unfit for occupancy. In the event any mortgagee under a deed of trust, security agreement or mortgage on the building should require that the insurance proceeds be used to retire the mortgage debt, Landlord shall have no obligation to rebuild and this lease shall terminate upon notice to Tenant. Any insurance which may be carried by Landlord or Tenant against loss or damage to the building or to the premises shall be for the sole benefit of the party carrying such insurance and under its sole control.

Tenant will be responsible for any insurance on any kind of personal property placed on the said leased premises by Tenant.

13. HOLDING OVER.

Should Tenant or any of its successors in interest, hold over the premises, or any part thereof after the expiration of the term of this lease, unless otherwise agreed in writing, such holding over shall constitute and be construed as tenancy from month to month only, at a rental equal to the rent payable for the last month of the term of this lease plus fifty percent (50%) of such amount. The inclusion of the preceding sentence shall not be construed as Landlord's consent for the Tenant to holdover.

Page 8 of 20 _____

Landlord _____ Tenant _____

J.M. KIRKPATRICK ENTERPRISES Inc. LEASE AGREEMENT**14. TAXES.**

Tenant shall be responsible for that pro rata share of all ad valorem taxes due on real property only, exclusive of any improvements which may be placed thereon by the Tenant. Tenant's pro rata share of such ad valorem taxes shall be determined by dividing such taxes due for each year by the total square footage of the building or buildings located on and being a part of The Y Center, Wimberley, Texas, of which the premises referred to in paragraph 1 {c} are a part and multiplying the result by the total square footage leased by Tenant hereunder. Tenant shall reimburse Landlord for the Tenant's aforementioned pro rata share of the ad valorem taxes by December 31st of each calendar year.

Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the premises. If any such taxes for which the Tenant is liable are levied or assessed against Landlord or Landlord's property, and if Landlord elects to pay the same or if the assessed value of Landlord's property is increased by inclusion of personal property, furniture or fixtures placed by Tenant in the premises, and Landlord elects to pay the taxes based upon such increase, Tenant shall pay to Landlord upon demand that part of such taxes for which Tenant is primarily liable hereunder.

15. INSURANCE.

Tenant shall be responsible for that pro rata share of the premium for the fire and extended coverage insurance policy covering the improvements located on and being a part of the Y Center, Wimberley, Texas, of which the Premises referred to in paragraph 1 {c} are a part. Tenant's pro rata share of such insurance premiums shall be determined by dividing the total of such insurance premiums for each year by the total square footage of the building or buildings located on and being a part of the Y Center, Wimberley, Texas, and multiplying the result by the total square footage leased by the tenant hereunder. Tenant shall pay its pro rata share of such premiums within fifteen(15) days after receipt of Landlord's statement for such premiums.

Tenant is required to carry a Comprehensive General Liability Insurance policy of at least \$1,000,000.00 on the leased space/operations, with an endorsement naming J.M. Kirkpatrick Enterprises, Inc. as additional insured. A copy of this endorsement shall be mailed to the Landlord's address shown in the lease and kept current.

Page 9 of 20 _____ Landlord _____ Tenant _____

J.M. KIRKPATRICK ENTERPRISES Inc. LEASE AGREEMENT**17. REMEDIES.**

Upon the occurrence of any event of default specified in Paragraph 16 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- a. Terminate this lease in which event tenant shall immediately surrender the premises to Landlord, and if Tenant fails to do so landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession and expel or remove tenant and any other person who may be occupying said premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages therefore; and Tenant agrees to pay Landlord on Demand the amount of all losses and damage which Landlord may suffer by reason of such termination, whether through inability to relet the premises on satisfactory terms or otherwise.
- b. Enter upon and take possession of the premises and expel or remove Tenant and any other person who may be occupying the premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore, and if Landlord shall deem advisable, relet the premises under the best terms firmly offered and received by Landlord by reason of such reletting.
- c. Enter upon the premises by force if necessary, without being liable for prosecution or any claim for damages therefore, and do what whatever Tenant is obligated to do under the terms of this lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this lease, and Tenant further agrees that Landlord shall not be liable for any damages to the tenant for such action.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute an Assignment and Assumption Agreement related to the acquisition of the Nicholson Ranch property; to perform buyer's obligation under the purchase agreement; and to authorize counsel to execute closing documents. Prior to deliberation or taking this action it may be necessary to convene the Court in Executive Session pursuant to 551.072 of the Texas Government Code in order to deliberate one or more aspects of the final real estate negotiation and/or acquisition.

TYPE OF ITEM: ACTION with possible EXEC SESSION

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY:

SPONSORED BY: FORD & CONLEY

SUMMARY:

See attached ASSIGNMENT & ASSUMPTION AGREEMENT between The Nature Conservancy and Hays County.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Hold a public hearing on the proposed FY2011 Hays County Budget.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: BUDGET HEARING STARTS AT 1:30 PM

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to set the salaries and allowances for Hays County elected officials for FY2011.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY:

<u>Elected Official</u>	<u>Proposed FY2011</u>
Treasurer	65,280
Longevity	1,475
Tax Assessor	68,013
Longevity	935
Travel Allowance	3,306
District Clerk	63,554
Longevity	860
Travel Allowance	3,064
County Clerk	63,554
Longevity	2,420
Sheriff	89,443
County Judge	79,040
Travel Allowance	10,962
Justice of the Peace 1-1	54,885
Longevity	1,510
Travel Allowance	3,064
Magistrate Allowance	3,000
Justice of the Peace 1-2	54,885
Longevity	420
Travel Allowance	3,064
Magistrate Allowance	3,000
Justice of the Peace 2	54,885
Longevity	660
Travel Allowance	3,064
Magistrate Allowance	3,000
Justice of the Peace 3	54,885
Longevity	660
Travel Allowance	3,064
Magistrate Allowance	3,000
Justice of the Peace 4	54,885
Travel Allowance	3,064
Magistrate Allowance	3,000
Justice of the Peace 5	54,885
Travel Allowance	3,064
Magistrate Allowance	3,000
Constable Pct. 1	51,512
Longevity	1,260
Uniform Allowance	720
Constable Pct. 2	51,512
Longevity	1,860
Uniform Allowance	720
Constable Pct. 3	51,512
Longevity	725
Uniform Allowance	720
Constable Pct. 4	51,512
Uniform Allowance	720
Constable Pct. 5	51,512
Uniform Allowance	720
Longevity	460
Commissioner Pct. 1*	66,349
Longevity	1,055
Travel Allowance	9,744
Commissioner Pct. 2	66,349
Longevity	540
Travel Allowance	9,744
Commissioner Pct. 3	66,349
Longevity	300
Travel Allowance	9,744
Commissioner Pct. 4*	66,349
Travel Allowance	9,744

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to adopt the FY2011 Hays County budget after making any final changes.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to ratify the property tax increase reflected in the FY2011 Hays County budget.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY:

AGENDA ITEM # 4

Ratify The Property Tax Increase

This budget will raise more total property taxes than last year's budget by \$678,793 (1.3%). And of that amount, \$1,638,588 is tax revenue to be raised from new property added to the tax roll this year.

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 an order adopting the tax rate for FY2011 and levy the taxes.

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY:

AGENDA ITEM # 5

**ORDER ADOPTING AN AD VALOREM TAX RATE
FOR FISCAL YEAR 2011 FOR HAYS COUNTY**

**THE STATE OF TEXAS
COUNTY OF HAYS**

On this 13th day of September, 2010, the Commissioners' Court of Hays County, Texas, pursuant to Chapter 26 of the Texas Property Tax Code, hereby adopts this order setting the fiscal year 2011 ad valorem tax rate as follows. All figures are in pennies per \$100 taxable property valuation:

General Maintenance and Operations	30.22 cents
General Debt	12.63 cents
Road and Bridge M&O	4.54 cents
<hr/>	
TOTAL AD VALOREM TAX RATE FOR FISCAL YEAR 2011	47.39 cents

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 13th day of September, 2010

FOR	()	
AGAINST	()	ELIZABETH "LIZ" SUMTER
ABSTAIN	()	COUNTY JUDGE, HAYS COUNTY, TEXAS

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

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

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

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

ATTEST:		
		LINDA FRITSCHKE
		COUNTY CLERK, HAYS COUNTY, TEXAS

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: 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** **X EXECUTIVE SESSION**

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

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Commissioner Will Conley

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding collective bargaining between Hays County and HCLEA, the designated bargaining agent for law enforcement officers employed by Hays County. This item may include discussion and/or action in Open Court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: September 28, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: SUMTER

SPONSORED BY: SUMTER

SUMMARY: Summary to be provided in Executive Session.