

**Commissioners Court -April 13, 2010
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **13TH day of April, 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	5-6	Proclamation recognizing April 18-24, 2010, Hays County's National Crime Victim Rights Week. SUMTER/MACE/TIBBE
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PUBLIC COMMENTS

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

CONSENT ITEMS

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

2	7	Approve payments of county invoices. HERZOG
3	8-11	Approve Commissioner Court Minutes of April 6, 2010. SUMTER/FRITSCH
4	12-16	Approve service agreement addendum with Government Records Services, Inc. (ACS) to add "property fraud alert", "subdivision plats", and "court records" to the existing 20/20 records management system in the County Clerk's Office, and amend budget accordingly. SUMTER/FRITSCH
5	17-21	Authorize auction sale of equipment no longer in use by Road Department with Rene Bates Auctioneers. SUMTER/HERZOG/BORCHERDING
6	22	Reject all bids for IFB #2010-B06, Cedar Oak Mesa W.S.C. 100,000 Gallon Ground Storage Tank and authorize Purchasing to re-solicit for bids upon revision of plans and specifications for the project. CONLEY/HAUFF/HERZOG/MAIORKA
7	23-25	Accept report to Commissioners Court identifying administrative approvals issued during the month of March, 2010. SUMTER/SANCHEZ
8	26-29	Amend budget of the Sheriff Drug Forfeiture Fund. SUMTER/BRODBECK/HERZOG
9	30-37	Approve Utility Permits. SUMTER

ACTION ITEMS

ROADS

10	38-40	Studio Estates Subdivision, Section 1. Hold a public hearing. Discussion and possible action to consider street name changes. BARTON/GARZA
11	41	Discussion and possible action to accept for County maintenance all roads and drainage improvements in Northridge subdivision, Phase 2, and to release a portion of the fiscal surety in the amount of \$8,989.50. FORD/BORCHERDING

SUBDIVISIONS

12	42-44	10-3-05 Comanche Waters Subdivision. Discussion and possible action to consider a variance from Chapter 721, Subchapter 5 of the current Hays County Development Regulations; consider approval of preliminary plan. CONLEY/GARZA
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MISCELLANEOUS

13	45-46	Discussion and possible action to authorize the Personal Health Department to amend the budget in the amount of \$500.00 from Office Supplies to Continuing Ed. SUMTER/HARGRAVES
14	47-48	Discussion and possible action to authorize the Personal Health Department to amend the budget in the amount of \$1,000 from Vaccines to Continuing Ed. SUMTER/HARGRAVES
15	49	Discussion and possible action to authorize Purchasing to advertise for bids for the McGregor Lane Bridge Project west of Dripping Springs. FORD/BORCHERDING
16	50-52	Discussion and possible action to approve the purchase of additional wood shavings for the Hays County Civic Center. INGALSBE/NELSON
17	53-54	Discussion and possible action to amend budget for Juvenile Probation JJAEP grant. SUMTER/COOPER
18	55-70	Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement with TxDOT for SH21 at CR 127 (High Road), CSJ: 0471-02-062. SUMTER
19	71-78	Discussion and possible action to authorize the County Judge to execute an engagement letter with Denton, Navarro, Rocha and Bernal, P.C. and to appoint members of a bargaining committee that will represent Hays County and/or the Hays County Sheriff in meetings with the Hays County Law Enforcement Association. SUMTER
20	79-81	Discussion and possible action to set budget priorities for the FY2011 budget. SUMTER
21	82-85	Discussion and possible action to approve Change Order #3 to the contract for the roof replacement at the Hays County Law Enforcement Center. INGALSBE
22	86	Discussion and possible action to accept and approve Design Development Documents and Guaranteed Maximum Price Proposal, as presented by Balfour Beatty and HDR. INGALSBE
23	87-92	Discussion and possible action to authorize the County Judge to execute an Interlocal Development Agreement between Hays County and the City of San Marcos, Texas related to the Government Center project on Stagecoach Trail in San Marcos. INGALSBE
24	93-94	Discussion and possible action to consider Add Alternate(s) to the RTPP building at a cost of \$255,000 and to solicit for bid the selection of the Pre-Engineered Metal Building Manufacturer. INGALSBE

WORKSHOP

25	95	10:30AM Discussion and possible action to establish a priority list of capital improvement projects. SUMTER
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EXECUTIVE SESSIONS

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

26	96	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding existing and/or contemplated litigation related to claims by 1) PBS&J, 2) William Montague and 3) various small claims. Possible action may follow in open Court. SUMTER
27	97	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding land acquisition and related concerns associated with the expansion of the RTPP facility on Yarrington Road. Possible action may follow in open Court. INGALSBE

STANDING AGENDA ITEM

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

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 9TH day of April, 2010

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Proclamation recognizing April 18–24, 2010 Hays County's observance of National Crime Victim Rights Week. This year's theme of "Crime Victims' Rights: Fairness. Dignity. Respect." gives us the opportunity to increase public awareness of the importance of victim rights.

CHECK ONE: CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP

☐ PROCLAMATION

☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED: \$-0-

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Linda Mace / Sherri Tibbe

SPONSORED BY: JUDGE SUMTER

SUMMARY: After the Proclamation is presented, everyone is invited to have refreshments with us in the first floor rotunda area. An assortment of brochures and information about Victim Services in Hays County will also continue to be available throughout the week of April 18-24, 2010.



National Crime Victims' Rights Week, April 18-24-2010

Whereas, 21 million Americans suffer the indignity of crime each year and may experience emotional, physical, psychological, and financial harm as a result of such crime;

Whereas, a just nation acknowledges crime's impact on individuals, families, and communities and ensures that victims are treated with fairness, dignity, and respect as they interact with the criminal justice system;

Whereas, 25 years ago, the President's Task Force on Victims of Crime drew attention to the poor treatment of victims in the criminal justice system, calling it "indifferent" to victims' needs;

Whereas, a decades-long struggle to balance the scales of justice resulted in victims' rights laws in every state and more than 32 state constitutional victims' rights amendments that enshrine the ideals of fairness, dignity, and respect for victims of crime;

Whereas, treating victims with dignity serves the public interest by engaging victims in the justice system, inspiring respect for public authorities and promoting confidence in public safety;

Whereas, there is more to be done to advance these ideals as too many victims are denied their right to attend trial, present an impact statement at sentencing, or receive notice of the release of an offender;

Whereas, we must work to ensure fair treatment of crime victims by providing protections for child and sexual assault victims, ordering and enforcing victim restitution from offenders, and notifying victims of their right to compensation and services, thereby giving hope to victims that the system and society will work to restore dignity and respect their needs and rights;

Whereas, National Crime Victims' Rights Week, April 18-24, 2010, provides an opportunity for us to raise awareness of the foundation of victims' rights – fairness, dignity, and respect – and to recommit to honoring those values by ensuring that all victims are afforded their legal rights and provided with assistance as they face the financial, physical, and psychological impact of crime; and

Whereas, Hays County Criminal District Attorney's Office – Victim Services Division, San Marcos Police Department Victim Services, and the Hays County Sheriff's Office Victim Services are joining forces with victim service programs, criminal justice officials and concerned citizens throughout Hays County and America to raise awareness of victims' rights and observe National Crime Victims' Rights Week;

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners Court of Hays County of the State of Texas, hereby designates the week of April 18th – 24th, 2010 as National Crime Victims' Rights Week;

And reaffirm Hays County's commitment to respect and enforce Victims' Rights and address their needs during *National Crime Victims' Rights Week* and throughout the year; and express our appreciation for those victims of crime survivors who have turned personal tragedy into a motivating force to improve our response to victims of crime and build a more just community.

ADOPTED THIS THE 13TH DAY OF APRIL, 2010.

Elizabeth "Liz" 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

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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: 4/13/10

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog *BH*

SUMMARY:

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AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF APRIL 6, 2010

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

PREFERRED MEETING DATE REQUESTED: APRIL 13, 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 6TH DAY OF APRIL A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

26975 ADOPT A PROCLAMATION DECLARING THE SECOND WEEK OF APRIL 2010 AS 'NATIONAL PUBLIC SAFETY TELECOMMUNICATIONS WEEK' [T1-29]

Deputy Sheriff Dennis Gutierrez introduced some of the telecommunicators and spoke of events that will be held next week. A motion was made by Judge Sumter, seconded by Commissioner Barton to adopt a Proclamation declaring the second week of April 2010 as "National Public Safety Telecommunications Week". All voting "Aye". MOTION PASSED

PUBLIC COMMENT

Mary Gonzales made public comment.

26976 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve payment of county invoices in the amount of \$708,693.20 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

26977 APPROVE COMMISSIONER COURT MINUTES OF MARCH 30, 2010

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve Commissioner Court Minutes of March 30, 2010 as presented by the County Clerk. All voting "Aye". MOTION PASSED

26978 APPROVE THE SPECIFICATIONS FOR BID #2010-B07 MOWING & GROUNDS MAINTENANCE FOR THE DUDLEY JOHNSON/RANDALL VETTER PARK AND KYLE LOG HOUSE AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve the specifications for bid #2010-B07 Mowing & Grounds Maintenance for the Dudley Johnson/Randall Vetter Park and Kyle Log House and authorize purchasing to solicit for bid and advertise. All voting "Aye". MOTION PASSED

26979 HOLD A PUBLIC HEARING TO ESTABLISH TRAFFIC REGULATIONS ON CODY LANE, IN GOFORTH ESTATES SUBDIVISION [T1-171]

Judge Sumter opened the public hearing. No public input was received. Public hearing was closed. RTPP Director Jerry Borchering gave staff recommendation. This will establish a stop sign on Cody Lane at Jennifer Drive, a stop sign on Cody Lane at Goforth Road, and a speed limit of 30 mph. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to establish traffic regulations of 30 MPH speed limit and a STOP sign on Cody Lane at Goforth Road in Goforth Estates Subdivision. All voting "Aye". MOTION PASSED



APRIL 6, 2010

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26980 DEEP SKIES RANCH SUBDIVISION [9-4-35 - 1 LOT] GRANT A VARIANCE TO HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 5.04 (A) AND APPROVE PRELIMINARY PLAN [T1-199]

Programs Manager of Development Services Clint Garza spoke of request for a variance (re: 2 foot contour lines) and he gave staff recommendation for approval. A motion was made by Commissioner Ford, seconded by Commissioner Conley to grant a variance to Hays County Development Regulations, Chapter 705, Subchapter 5.04 (A) and approve preliminary plan for Deep Skies Ranch Subdivision. All voting "Aye". MOTION PASSED

26981 APPROVE THE HIRING OR CONTRACTING OF TEMPORARY STAFF IN THE OFFICE OF JUDGE MARGIE HERNANDEZ, JUSTICE OF THE PEACE PCT.1, PLACE 2 [T1-446]

Justice of the Peace Pct. 1 Place 2 Margie Hernandez spoke of employee that has been out and need for temporary assistance so that they don't fall to far behind in their work. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve the hiring or contracting of temporary staff in the office of Judge Margie Hernandez, Justice of the Peace Pct 1 Place 2 in an amount not to exceed \$6,494.00. All voting "Aye". MOTION PASSED

DISCUSSION REGARDING THE FIRE MARSHAL ADD ALTERNATE TO THE RPTP BUILDING AT A COST OF \$255,000 AND POSSIBLE ACTION TO BEGIN THE PROCESS TO SOLICIT FOR BID THE SELECTION OF THE PRE-ENGINEERED METAL BUILDING MANUFACTURER [T1-519]

Cody Newsom of Broaddus & Associates provided information and answered questions from the court. Discussion was had regarding the proper place for the Fire Marshal's office. Commissioner Ingalsbe spoke of additional ten acres that might be available for purchase. Commissioner Ford and Judge Sumter requested additional time for consideration. No action was taken today.

26982 ACTION TO ACCEPT CAMPO'S RECOMMENDATION FOR BOARD COMPOSITION

[T1-2274] Judge Sumter voiced her concern about losing representation by small cities. Judge Sumter and Commissioner Ford supports option #4. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to accept CAMPO's recommendation for board composition. Commissioner Ingalsbe, Commissioner Barton, Commissioner Conley voting "Aye". Commissioner Ford and Judge Sumter voting "No". MOTION PASSED

26983 AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION TO THE TEXAS VETERANS COMMISSION, FUND FOR VETERANS ASSISTANCE GRANT II, IN THE AMOUNT OF \$23,760.00 [T1-1375]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to authorize the County Judge to submit a Grant Application to the Texas Veterans Commission Fund for Veterans Assistance Grant II, in the amount of \$23,760. All voting "Aye". MOTION PASSED

DISCUSSION REGARDING POSSIBLE CHANGES TO THE HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 715, SUBCHAPTER 3.01 (C) [T1-1388]

Clint Garza, Programs Manager of Development Services, spoke of being directed on February 23, 2010 to examine the current regulations regarding water availability demonstrations for subdivisions using individual one-site wells as the sole water source for the development. He spoke of minimum lot sizes in other counties. Mark Key made public comment regarding water availability. Jimmy Skipton made public comment regarding lot sizing, water availability, and exemptions. Andrew Backus made public comment regarding water availability.

26984 AMEND THE SHERIFF OFFICE BUDGET FOR ADDITIONAL OVERTIME FUNDING

[T1-297] Chief Deputy Sherman Brodbeck spoke of holidays and training that require overtime pay. Captain Mike Davenport provided figures. County Auditor Bill Herzog advised that there is \$125,400 available in the salaries line item. Commissioner Conley suggested separating holiday pay from other overtime pay in the next budget. A motion was made by Judge Sumter, seconded by Commissioner Barton to amend the Sheriff Office Budget for additional overtime funding - transfer \$125,400 from salaries line item to overtime/holidays line item. All voting "Aye". MOTION PASSED



Clerk's Note: Agenda Item #13 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. No action taken.

Court was adjourned.

I, LINDA C. FRITSCH, 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 APRIL 6, 2010.



**LINDA C. FRITSCH, 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

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

AGENDA ITEM:

APPROVE SERVICE AGREEMENT ADDENDUM WITH GOVERNMENT RECORDS SERVICES INC. (ACS) TO ADD "PROPERTY FRAUD ALERT", "SUBDIVISION PLATS", AND "COURT RECORDS" TO THE EXISTING 20/20 RECORDS MANAGEMENT SYSTEM IN THE COUNTY CLERK'S OFFICE AND AMEND BUDGET ACCORDINGLY

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

PREFERRED MEETING DATE REQUESTED: **APRIL 13, 2010**

AMOUNT REQUIRED: **Funds available in current budget**

LINE ITEM NUMBER OF FUNDS REQUIRED:

\$5000 #101-617-00.5711 transfer to #101-617-10.5473 One time fee to install Property Fraud Software

\$ 250 one time fee to add Plat Office to 20/20 system

\$1200 Property Fraud Annual Mtc Fee

\$1200 Plat office mtc. & support (6 months)

\$1800 Probate, criminal & civil offices mtc. & support (6 months)

\$4,450 #101-617-10-5473 EQUIP LEASE/RENT (REC MNG FUND)

REQUESTED BY: **FRITSCH**

SPONSORED BY: **SUMTER**

SUMMARY:

Property [and Mortgage] Fraud is the fastest growing white-collar crime. It happens when someone files a fraudulent document, making it look like they own your property and they use it for their financial gain.

I would like to provide a "PROPERTY FRAUD PROTECTION ALERT PROGRAM" which would be available "free of charge" to property owners in Hays County. Subscribers would sign up online to have their name and/or business name monitored within our Official Public Records (real estates records) in order to track possible fraudulent activity. They would be notified by email when the name they have submitted matches any name being indexed in the County Clerk's office. The cost to add this service to our current ACS Records Management System is \$5,000 (installation fee) which I request be paid by funds designated for a plat cabinet (ofc equip). I will not need to purchase a plat cabinet this fiscal year because of a decrease in the number of subdivision plats being filed.

I am also requesting that the current contract be amended to include addition of a "Plat Office" and "Probate, Criminal & Civil Offices" to the 20/20 Records Management System. This would allow us to download and scan our subdivision plats into the system and make them accessible to staff and the public from any computer in our records office and to microfilm them for disaster recovery. Adding the probate, criminal and civil offices will allow us to place our archived court records into the 20/20 system for easy access and to microfilm them for disaster recovery. The \$4,450 needed for these additions can be funded out of the equipment lease/rent line item from money that is being saved because of new lower plat copier/scanner lease and internet rebates from ACS.

SERVICE AGREEMENT ADDENDUM

This Service Agreement Addendum (Addendum) is made this _____ of APRIL, 2010 by and between **Government Records Services, Inc.**, hereinafter referred to as "ACS" and **Hays County, TX**, hereinafter referred to as "County".

WHEREAS, ACS and County entered into a Service Agreement for Professional Services which will expire December 7, 2012 (hereinafter referred to as "Agreement") and has 2 (two) options of 2 (two) years each.

WHEREAS, ACS and the County mutually desire to modify the Agreement to reflect the terms and conditions set forth herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants made herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, ACS and County mutually agree to the following terms and conditions:

The following clauses are incorporated as part of the Agreement:

1. ACS to add Property Fraud Software to County's 20/20 Land Records Management System.

Statement of Work

ACS will provide a web based service through an Internet portal to make available a property fraud protection alert service designed to monitor, identify and notify individuals whose name has been indexed from a document recorded in a single or multiple Land Records documents in a County Clerk's Office.

ACS will offer subscribers the ability to have their name/business name monitored within the Land Records of the County Clerk's Office in order to track possible fraudulent activity.

Subscribers would sign up to the Property Fraud Protection Alert via the Internet portal. Subscribers will be notified by the alert service when the name they have submitted matches any names that have been indexed from any Land Records document recorded within the selected County Clerk's Office. Dependent on the decision of the County Clerk's Office this service will either be provided to the subscriber free of charge or via a subscription/transaction price.

Subscriber notification method options include:

- eMail
- Phone at an additional charge
- Regular mail at an additional charge

Documents to be monitored include:

- Conveyance to trust (non-owner trustee)
- Conveyance to other fictitious entity (LLC, etc)
- Deed
- Abstract of Judgment
- Lis Pendens
- Affidavit (e.g., purchase agreement)
- UCC Financing Statement

ACS could, upon approval by both parties to this agreement, apply a monthly charge to customers dependent on the number of documents recorded annually.

In addition the following messages will be posted on the web site portal:

About Property Fraud Alert

Property Fraud Alert is an electronic notification service that alerts a subscriber via email or telephone every time a land records document is recorded with a requested name in a participating County Land Records Office. The subscriber must select a method of notification either by providing an email address or a phone number. The Property Fraud Alert Service is offered based on Customer specifications at either no charge or a charge of a small fee.

Registration Help

Click the Registration button to start your registration and, after accepting the terms, you will be prompted to select the Counties you want to be notified for. You have to specifically enter the list of desired names of persons (First Name and Last Name) or organizations (Business Name) to be monitored. You have to enter an email address (email address of the recipient of the notifications) or a phone numbers depending on whether you want to be notified via email or by phone. For customers requiring payment for this service you will be prompted for credit card information. After submitting you will see a message indicating successfully registration, the amount of your potential payment and the expiration date.

Disclaimer

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2. ACS to add additional offices to Hays County's existing 20/20 system for Probate, Criminal and Civil.
3. ACS to provide Archival Microfilm of Court Records. County to provide CD of scanned court records monthly to ACS.
4. ACS to add plat office and provide software maintenance and support. ACS will connect to new XEROX plat scanner.
5. ACS to convert existing index and images of plats already on old system.

PRICING:

Property Fraud Software	\$5000.00 one time fee
Property Fraud Maintenance	\$1200.00 per year
Addition of Probate, Criminal and Civil Offices to 20/20 System	\$ 300.00 per month
Maintenance and Support for Plat Office	\$ 200.00 per month
Archival Film of Court Records from CD	\$.05 per image
Add Plat Office and Convert existing Plat images and Indexes from old system	\$ 250.00 one time fee

ENTIRE ADDENDUM: This Addendum and any attachments referenced herein constitute the final, complete, and exclusive understanding of the Parties relative to those consulting services specifically contemplated herein or in any attachments hereto, and supersedes all prior representations, proposals, discussions and communications, whether oral or in writing (unless otherwise specifically incorporated into a particular attachment hereto). This Addendum may be modified only in writing and in accordance with State Laws and shall be enforceable in accordance with its terms when signed by both Parties hereto.

IN WITNESS WHEREOF, ACS and County have caused this Addendum to be signed by the duly authorized officers or representatives of each Party on the day and year set forth hereinabove.

Hays County, TX

Government Records Services, Inc.

Signature

Hubert P. Auburn
Vice President

Dated

Dated

Agenda Item Request Form

Hays County Commissioners' Court

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

AGENDA ITEM: Authorize auction sell of equipment no longer in use by Road Department with Rene Bates Auctioneers.

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

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

PREFERRED MEETING DATE REQUESTED: April 14, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Borcherding

SPONSORED BY: Sumter

SUMMARY: See attached equipment

AUCTION EQUIPMENT

06-32

1988 C530A Hyster (9) nine wheel, articulated pneumatic roller

Engine – Perkins (4) four cylinders Diesel

Hours- 3580

Transmission- (3) three speeds w/ forward and reverse shuttle

Serial # A91C3570E

In running condition

Co. Tag # 03691

06-34

1984 C530A Hyster (9) nine wheel, articulated pneumatic roller

Engine- Perkins (4) four cylinders Diesel

Hours- 2239

Transmission- (3) three speeds w/ forward and reverse shuttle

Serial # A91C3393C

In running condition

Co. Tag # 01316

(800) Eight hundred gallon diesel tank

02-54

1991 8200 International 3000 gallon Water Truck

Vin. # 1HSHGA5R6MH370573

Miles: 158,495

Engine: Cummins L10 – 310hp

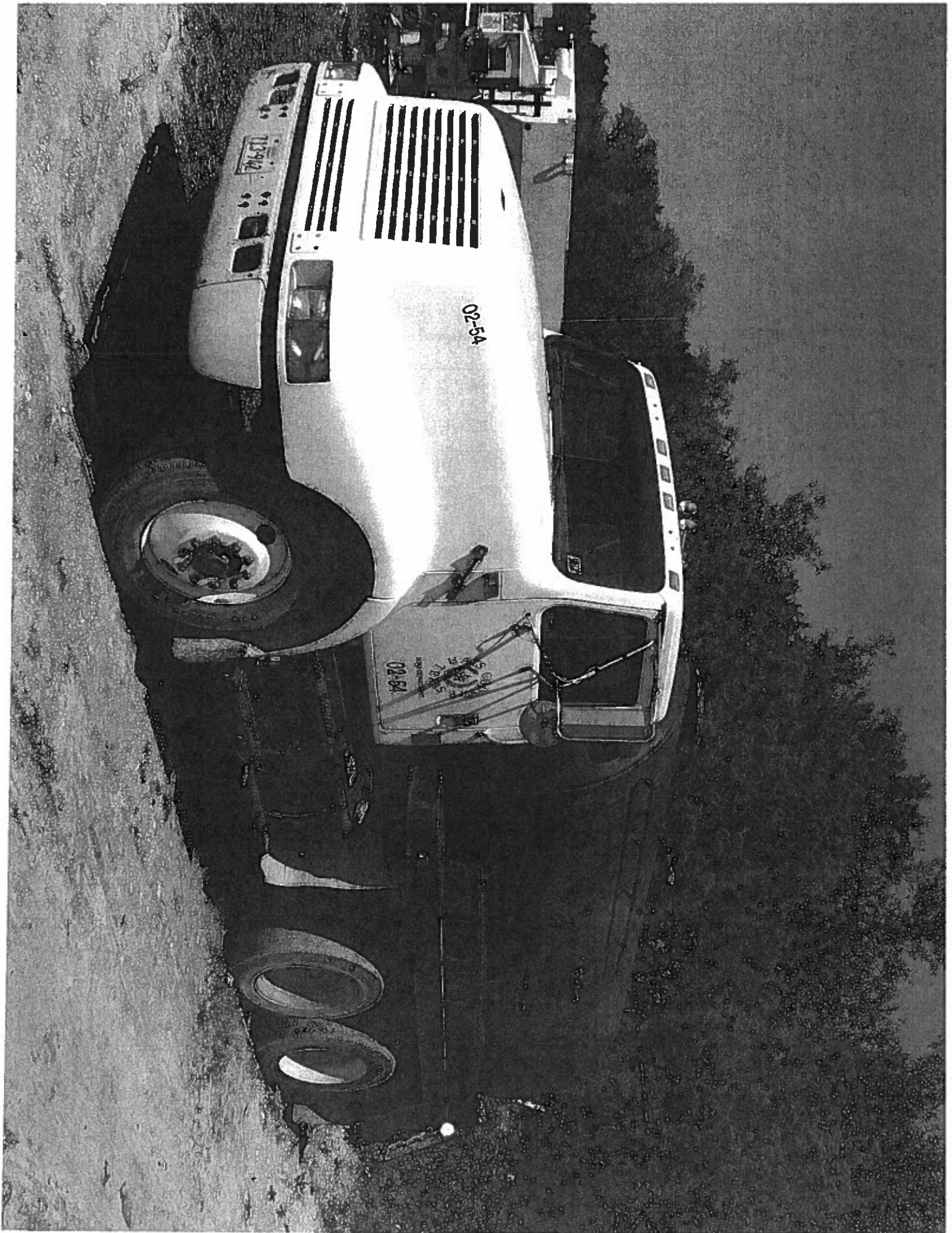
Transmission: 10 speed

In running condition

Co. Tag # 10949







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: Reject all bids for IFB #2010-B06, Cedar Oak Mesa W.S.C. 100,000 Gallon Ground Storage Tank and authorize Purchasing to re-solicit for bids upon revision of plans and specifications for the project.

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

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hauff/Herzog/Maiorka

SPONSORED BY: Conley

SUMMARY:

On April 1, 2010 bids were opened for the Cedar Oak Mesa Water Supply Corporation 100,000 Gallon Ground Storage Tank project (Hays County IFB #2010-B06). Four bids were received, and all significantly exceeded the available budget for the project. The engineering firm of Hejl, Lee and Associates will work in conjunction with the Cedar Oak Mesa W.S.C. and the County to revise the project scope and plans to meet with available funding.

This project is funded by a grant from the Texas Department of Rural Affairs, with matching funds provided by the Cedar Oak Mesa W.S.C. The County is working in partnership with the Cedar Oak Mesa W.S.C. to administer the grant-funded project, and no County funds have been allocated for this project.

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:

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

TYPE OF ITEM: Consent

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

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

SPONSORED BY: Judge Elizabeth Sumter

SUMMARY:

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

HAYS COUNTY DEVELOPMENT AUTHORIZATIONS

March 2010

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

LI	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FPI/O	RCHI/O	SYSTEM	DEV TYPE	PCT.#
LI	2010-63	SHERRY SHELTON	03/03/10	SILVERADO ESTATES LOT 11 PH-1	N	PV	O	O	SPRAY	SF	4
	2010-44	STEVE OVERBY	03/05/10	ROLLING OAKS LOT 107 SEC 4	N	PV	O	O	SPRAY	SF	4
	2010-23	JOSE SILLER	03/05/10	771 OPAL LANE BURNETT RANCH LOT 30 SEC 3	N	PB	O	O	LPD	SF	1
	2009-169	HUBERT ARDIS	03/08/10	BURNETT RANCH LOT 30 SEC 3	N	PV	O	O	STANDAR D	CO	3
	2010-86	MARION QUICK	03/10/10	HIGHLANDS B LOT 29	N	PV	O	O	SPRAY	SF	4
	2010-69	JAMES FOULKROD	03/10/10	KYLE INDUSTRIAL PARK LOT 10	N		O	O	LPD	CO	2
	2010-77	JOSIAH PECK	03/11/10	BURNETT RANCH LOT 34E SEC 1	N	RW	O	O	SPRAY	SF	3
	2010-72	KALEY KLINE	03/12/10	CHAMA TRACE LOT 25	N	PV	O	O	SPRAY	SF	4
	2009-428	TERRY HENNINGER	03/15/10	MEADOW OAKS LOT 108	N	PB	O	O	SPRAY	SF	4
	2010-34	K & J WOODWORKS	03/17/10	86 OLD SPANISH TRAIL RIM ROCK LOT 54 BLK A PH-3 SEC 3	N		O	O	SPRAY	CO	2
	2010-82	LENNAR HOMES OF TEXAS	03/18/10	PH-3 SEC 3	N		O	O	SPRAY	SF	4
	2010-74	GILBERT MANSO	03/02/10	3207 HILLIARD ROAD 1111 HAYS COUNTRY ACRES ROAD	N	PV	O	O	SPRAY	SF	4
	2010-36	PARK JARRETT	03/23/10	1111 HAYS COUNTRY ACRES ROAD	N	PV	O	O	SPRAY	MH	4

LI	PERMIT #	PROPERTY OWNER	DATE	LEGAL DESCRIPTION	N/E	PB/PV	FPI/O	RCH/O	SYSTEM	DEV TYPE	PCT.#
	2010-104	ADRIANA VALDEZ	03/23/10	WOODBROOK LOT 20 PH-2	N	PB	O	O	SPRAY	SF	2
	2010-78	DHAVID & MELODY COOPER	03/12/10	FOREST WOODS LOT 5 UNIT 1	N	PV	O	O	STANDARD	SF	4
	2010-89	STEVE SCHIBER	03/17/10	ROLLING OAKS LOT 35 SEC 3	N	PB	O	O	STANDARD	SF	4
	2010-81	LENNAR HOMES OF TEXAS	03/23/10	RIM ROCK LOT 46 BLK B PH 3 SEC 3	N	PV	O	O	SPRAY	SF	4
	2010-19	LASCO POLO CLUB PARTNERS	03/23/10	POLO CLUB CENTER LOT 1	N	PB	O	O	DRIP	CO	4
	2010-98	JASON COLE	03/24/10	HILLCREEK WEST LOT 25 BLK F	N	PB	O	O	SPRAY	SF	4
	2010-101	KATHY ABBORT	03/23/10	SUMMER MOUNTAIN RANCH LOT 68 SEC 1	N	PV	O	O	SPRAY	SF	3

	2010-100	THE ELDER CORPORATION	03/11/10	HILLCREEK WEST LOT 10	N	PV	O	O	STANDARD	SF	4
	2010-99	JOHN SENTER	03/30/10	GOLDENWOOD LOT 58 SEC 2	N	PV	O	O	LPF	SF	4

LEGEND:

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

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 Drug Forfeiture Fund to budget for forfeiture proceeds received

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

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED: \$3,381

LINE ITEM NUMBER OF FUNDS REQUIRED: \$3,381 to 053-618-00.4514 Forfeiture Proceeds

REQUESTED BY: Brodbeck/Auditors Office

SPONSORED BY: Sumter

SUMMARY: Sheriff has received (2) drug forfeiture amounts to be recorded as revenue, and amends budget to expense as 053-618-00.5362-Criminal Investigation \$2,575, and 053-618-00.5391-Other \$806

Agenda Item Routing Form

DESCRIPTION OF Item: Amend Sheriff Drug Forfeiture Fund to budget for forfeiture proceeds received

PREFERRED MEETING DATE REQUESTED: April 13, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$3,381.00

LINE ITEM NUMBER: To 053-618-00.4514 Forfeiture Proceeds

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Allocate above revenue to 053-618-00.5362 (\$2,575) and to 053-618-00.5391 (\$806)

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FUND NO. 053
FUND TITLE: SHERIFF DRUG FORFEITURE

		Appropriation before <u>Amendment</u>	<u>Amendment</u>		Appropriation as <u>Amended</u>
<u>Line Item - Expenditures</u>			<u>Increases</u>	<u>Decreases</u>	
<u>SHERIFF OFFICE (618):</u>					
053-618-00.5362	Criminal Investigation	19,891	2,575		22,466
053-618-00.5391	Other	22,000	806		22,806
 <u>REVENUE</u>					
053-618-00.4514	Forfeiture Proceeds	-0-	<u>Decreases</u>	<u>Increases</u> 3,381	3,381
Budget proceeds received.					

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

THE STATE OF TEXAS
COUNTY OF HAYS

WHEREAS, on the 13th day of April, A.D., 2010, the Commissioners' Court of Hays County, Texas

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

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

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

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

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

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

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

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

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

ATTEST:	_____
	LINDA C. FRITSCH
	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: Approve Utility Permits.

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

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: SUMTER

Permit	Road Name	Type of Utility
809	Hidden Hills Dr	Electric Pole
810	Ledgerock Rd (CR 244)	Electric Pole

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



UTILITY PERMIT APPROVAL

Approval of Utility Permit: # 809

Application Date: 2/24/2010

Commissioner Court Approval Date: 4/13/2010

Company Name: **PEDERNALES ELECTRIC COOPERATIVE INC**
Company Address: 9115 Cirice Drive
AUSTIN, TX

Company Phone: AUSTIN, TX

Company Contact: Torrey Carter

Type of Utility: **ELECTRIC POLE**

Road Name: HIDDEN HILLS DRIVE

Subdivision: SUNSET CANYON

Pct #: 4

Specs: **PEC is placing a pole in the right-of-way of Hidden Hills Drive**

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



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

Application for Installation

Utility Line on Hays County Right of Way

Date: 2/24/10

COPY

Formal notice is hereby given that Pedernales Cooperative Inc.
Company proposes to place a distribution pole
line within the right-of-way of Hidden Hills drive
as follows: (give location, length, general design, etc.)

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

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

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

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

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

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

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

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

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

Construction of this line will begin on or after the 10th day of MARCH, 20 10.

General Special Provisions:

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

Firm Pedernales Electric Cooperative, Inc.

By (Print) Bradley KARNES Torrey Carter

Signature Torrey Carter

Title District Engineering Supervisor

Address 9115 Circle Drive

Austin, Texas 78736

Phone (888) 554-4732 ext. 7920

Approved by Hays County Road & Bridge Department

Signature

Inspector

4/7/10

Date

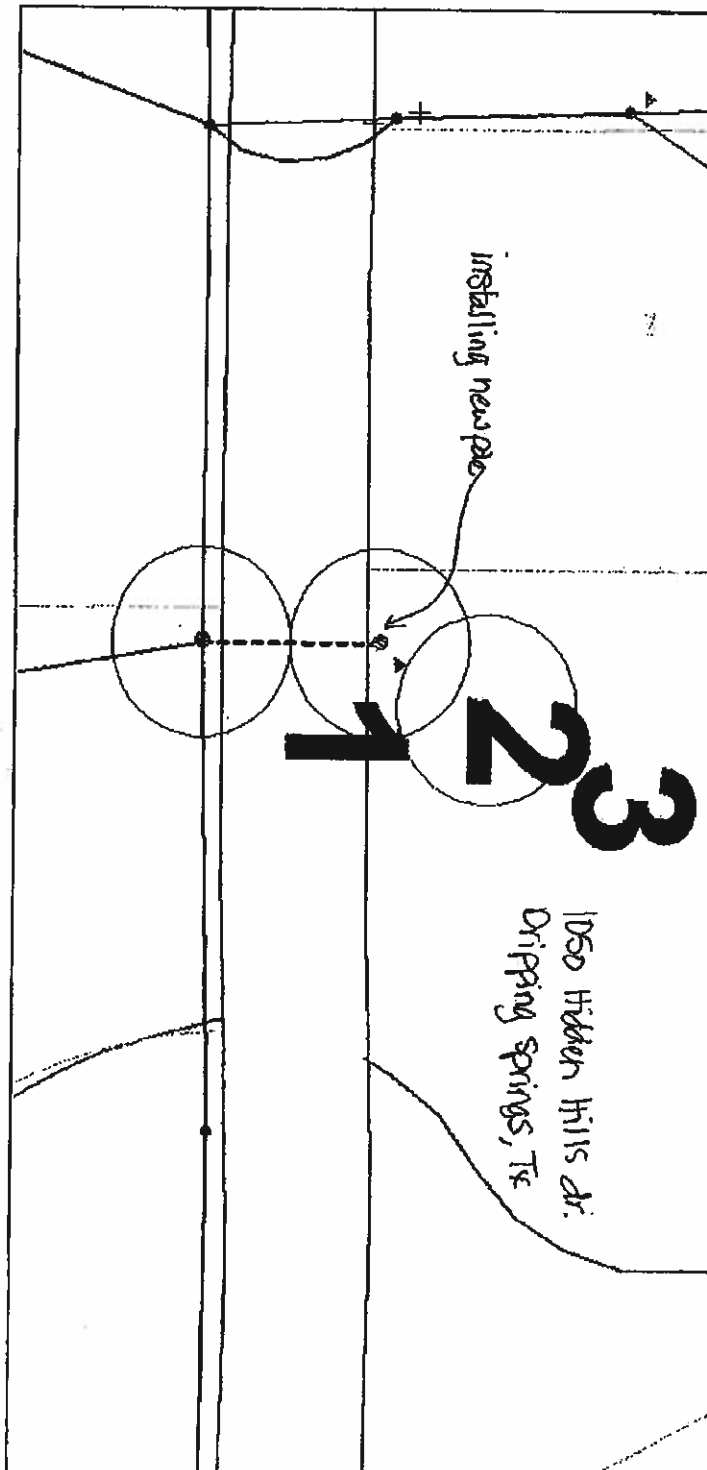
June 26, 2004

work order #55800



Pedernales Electric Cooperative

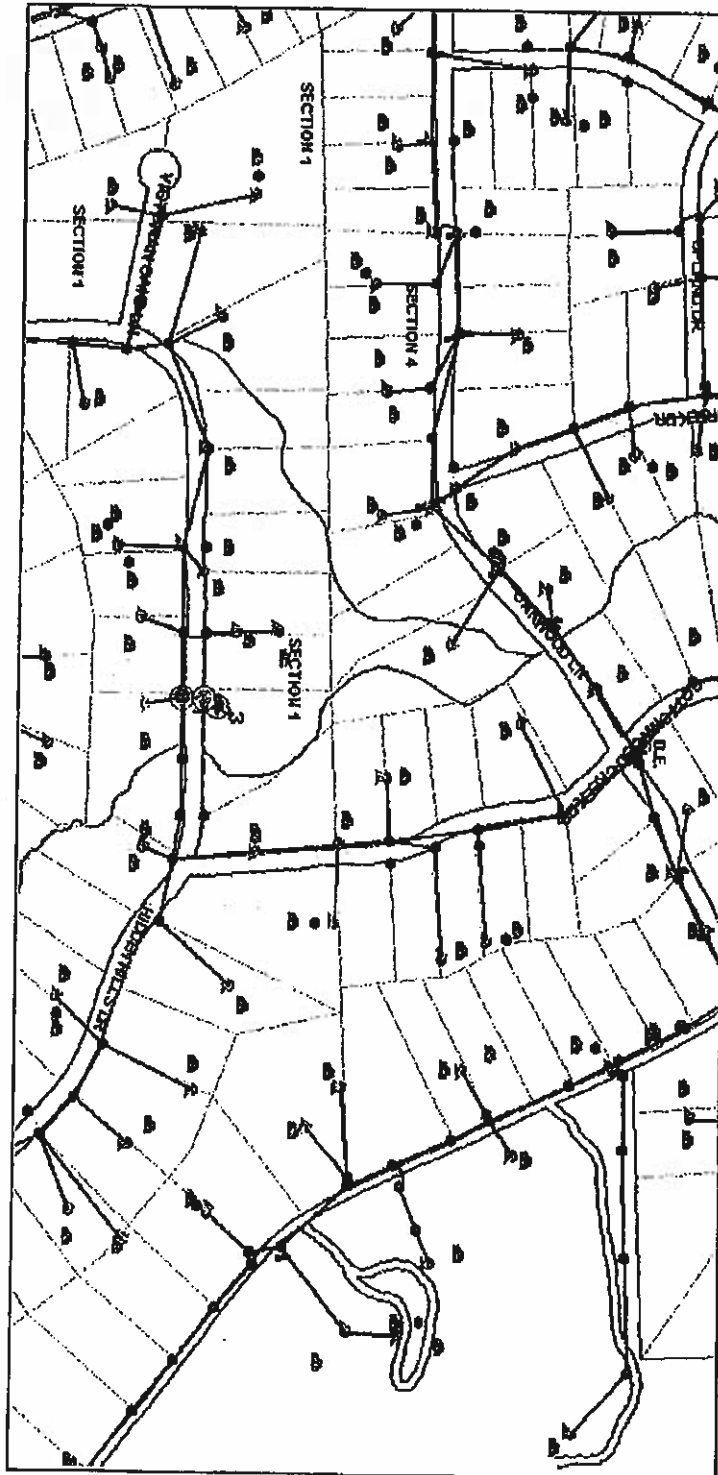
Map Display





Pedernales Electric Cooperative

Map Display



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



UTILITY PERMIT APPROVAL

Approval of Utility Permit: # 810

Application Date: 3/5/2010

Commissioner Court Approval Date: 4/13/2010

Company Name: **PEDERNALES ELECTRIC COOPERATIVE INC**
Company Address: 9115 Cirice Drive
AUSTIN, TX

Company Phone: AUSTIN, TX

Company Contact: Torrey Carter

Type of Utility: **ELECTRIC POLE**

Road Name: LEDGEROCK ROAD (CR 244)

Subdivision: N/A

Pct #: 3

Specs: PEC plans to install poles and aerial crossings in the right-of-way pf Ledgerock Road

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



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

Application for Installation

Utility Line on Hays County Right of Way

Date: 3/5/10

Formal notice is hereby given that Pedernales Electric Cooperative, Inc.
Company proposes to place a distribution line
line within the right-of-way of County Road 244
as follows: (give location, length, general design, etc.)

See attached map...

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

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

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

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

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

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

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

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

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

Construction of this line will begin on or after the 19 day of March, 20 10.

General Special Provisions:

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

Firm Pedernales Electric Cooperative, Inc.

By (Print) Bradley Barnes Torrey Carter

Signature [Signature]

Title District Engineering Supervisor

Address 9115 Circle Drive

Austin, Texas 78736

Phone (888) 554-4732 ext. 7920

Approved by Hays County Road & Bridge Department

Signature

[Signature]
Inspector
Title

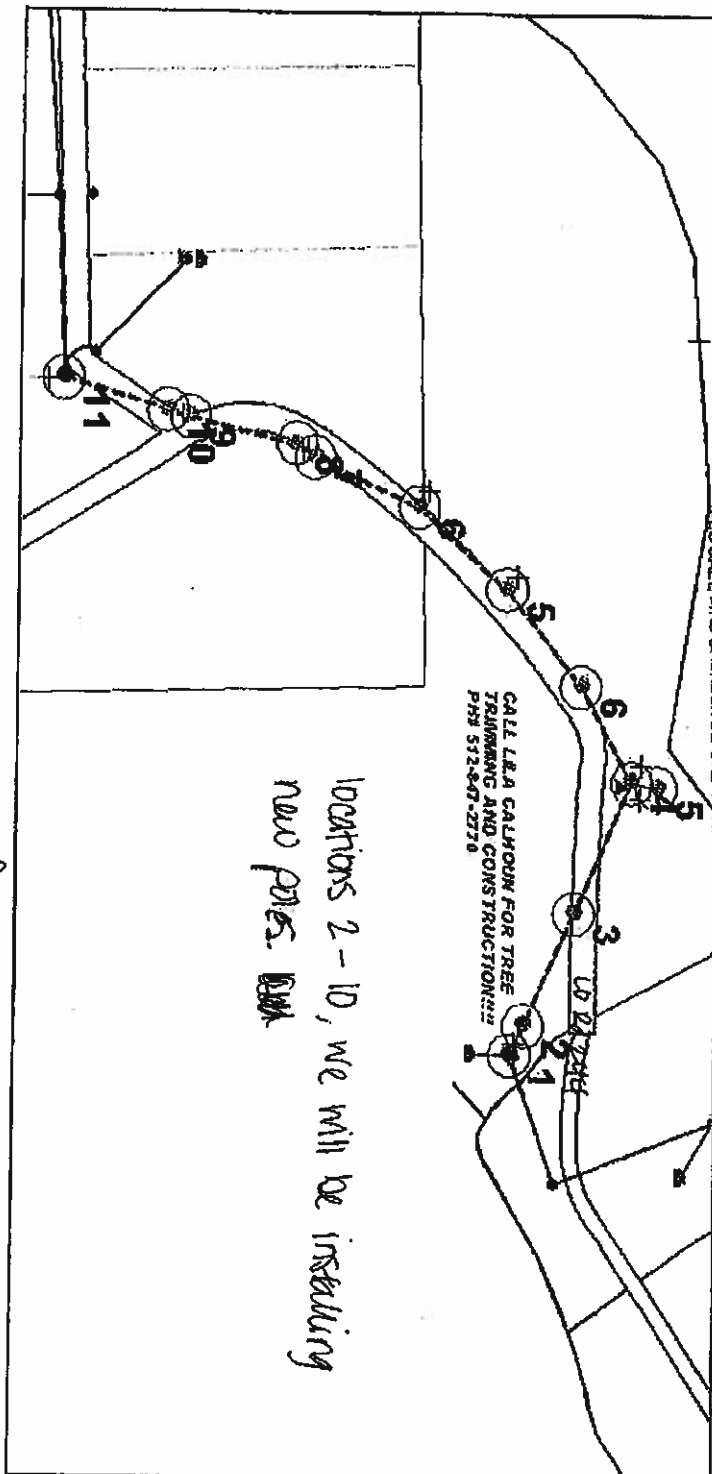
4/7/10
Date

June 26 2004



Pedernales Electric Cooperative

Map Display



Access from 2001 Hedgecock

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Call for a public hearing on April 13, 2010 to consider street name changes within the Studio Estates Subdivision, Section 1.

CIRCLE ONE ACTION ITEM Subdivision Road Staff Recommendation

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Clint Garza

SPONSORED BY: Pct 2 Commissioner Jeff Barton

SUMMARY:

The developer of the Studio Estates Subdivision wishes to change the names in the entire subdivision. Section One is approved and recorded, therefore the changes in this section have to be approved by the Commissioners Court. The proposed name changes have been approved through the Hays County 911 Database Coordinator but will require a public hearing to take effect.

A copy of the recorded plat is attached. The name changes are as follows:

Fantasy Road will be known as Newman Blvd.

Kathy's Place will be known as Gable St.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

14.43 ACRES
HAYS COUNTY, TEXAS

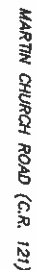


SCALE : 1" = 10'

⊕ DENOTES BENCHMARK (SEE NOTE)
 ○ DENOTES 1/2" ST. SK. SET
 ● DENOTES 1/2" ST. SK. FND.
 D.E. DRAINAGE EASEMENT

FF	FINISHED FLOOR ELEVATION
A	BLOCK NAME

<div><div><div>A</div></div></div>	BLOCK NAME
------------------------------------	------------



LINE	LENGTH	BEARING
L10	47.55	N46°41'33"W
L11	79.03	S89°06'23"E

1. ELEVATION = 630.63' 60d NAIL IN POWER POLE IN THE NORTHWEST RIGHT-OF-WAY LINE OF GOFORTH ROAD, APPROXIMATELY 44.0' NORTHEAST OF THE EXTENSION OF NORTHEAST RIGHT-OF-WAY LINE OF FANTASY ROAD.

1	N 13,924,400.14	E 2,353,743.29	NORTH CORNER LOT 1, BLOCK A
2	N 13,923,498.16	E 2,354,021.81	SOUTH CORNER LOT 6, BLOCK C

LOT CURVE TABLE				
CURVE	ARC LENGTH	RADIUS	CHORD BEARING	DELTA
C2	39.27'	25.00'	35.38°	S88°18'27.7" E 90°00'00"
C3	39.27'	25.00'	35.38°	S01°41'33.7" E 90°00'00"
C4	39.27'	25.00'	35.38°	N88°18'27.7" E 90°00'00"
C5	39.27'	25.00'	35.38°	S01°41'33.7" E 90°00'00"
C6	40.35'	730.00'	60.31°	S44°54'37.7" E 44°54'37"
C7	41.34'	25.00'	38.72°	N04°03'35.7" E 84°44'05"
C8	64.83'	670.00'	64.81°	S49°27'53.7" E 53°24'50"
C9	38.88'	25.00'	33.60°	N65°32'07.7" E 84°27'00"
C10	35.51'	25.00'	31.08°	S81°42'40.7" E 78°48'24"
C11	117.48'	1730.00'	60.31°	S01°41'33.7" E 90°00'00"
C12	48.03'	25.00'	39.80°	S02°28'24.7" E 105°22'43"
C13	80.90'	670.00'	60.85°	S65°38'39.7" E 65°38'37"
C14	7.05'	228.50'	7.05°	S42°37'44.7" E 1°21'46"
C15	13.59'	23.00'	13.43°	N87°31'24.7" E 31°09'24"
C16	8.44'	23.00'	5.63°	N76°00'44.7" E 11°27'28"
C17	74.26'	80.00'	85.92°	S80°08'1.7" E 70°28'58"
C18	56.20'	60.00'	54.17°	S12°11'43.7" E 53°40'11"
C19	103.14'	90.00'	90.90°	N38°07'1.7" E 88°28'26"
C20	25.82'	23.00'	23.84°	S18°05'32.7" E 54°24'52"
C21	18.03'	23.00'	18.58°	N83°45'28.7" E 45°24'20"
C22	130.48'	90.00'	90.90°	S83°15'07.7" E 124°19'50"

Vol. 1549. 184

PHOTOGRAPHIC MYLAR

PLAT OF
STUDIO ESTATES SUBDIVISION, SECTION 1
14.43 ACRES
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT STUDIO ESTATES, LLC, BEING THE OWNERS OF 257.85 ACRES OF LAND OUT OF THE Z. HINTON SURVEY NO. 4, ABSTRACT NO. 219, THE NEILL MCLEANE SURVEY NO. 164, ABSTRACT NO. 329, AND THE JAMES W. HALL SURVEY NO. 168, ABSTRACT NO. 227, HAYS COUNTY, TEXAS, CONVEYED TO US BY DEED RECORDED IN VOLUME 2801, PAGE 528, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 14.43 ACRES OF LAND OUT OF THE Z. HINTON SURVEY NO. 4, ABSTRACT NO. 219, TO BE KNOWN AS "STUDIO ESTATES SUBDIVISION, SECTION 1", IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DOES HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

WITNESS MY HAND THIS 31st DAY OF July, 2009.

STUDIO ESTATES, LLC
310 MARTIN CHURCH ROAD
KYLE, TEXAS 78640

DAVID CUDDY, OWNER AND MANAGER

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED DAVID CUDDY KNOWN TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 31st DAY OF July, 2009.

(SEAL)



NOTARY PUBLIC'S SIGNATURE

PLAT NOTES

- STREET RIGHT OF WAY SHALL BE PUBLICLY DEDICATED. STREETS SHALL BE PAVED AND PRIVATELY MAINTAINED.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48209C0293 F, NO. 48209C0291 F, AND NO. 48209C0291 F, EFFECTIVE DATE SEPTEMBER 2, 2005, A PORTION OF THIS TRACT IS IN ZONE AE, SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD. THE FULLY DEVELOPED, CONCENTRATED STORM WATER RUNOFF FOR THE 100 YEAR STORM AND THE 100 YEAR REGULATORY FLOODPLAIN SHALL BE CONTAINED WITHIN DRAINAGE EASEMENTS.
- THIS SUBDIVISION IS WITHIN THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOUNDARIES.
- THIS SUBDIVISION LIES PARTIALLY WITHIN THE CORPORATE LIMITS OF THE CITY OF NIEDERWALD AND PARTIALLY WITHIN THE CITY OF NIEDERWALD E.T.J.
- THE FOLLOWING EASEMENTS ARE HEREBY DESIGNATED:
 - NEW STREET R.O.W. OR LOT FRONT - 15' P.U.E. (EXCEPT ALONG R.O.W. OF COUNTY RD 157, AT LOT 1, BLOCK A)
 - EXISTING R.O.W. - 15' P.U.E.
- CANON AREAS WILL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION. REFER TO RESTRICTIVE COVENANTS OF RECORD AFFECTING THIS SUBDIVISION.
- BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH THE RESTRICTIVE COVENANTS OF RECORD AFFECTING THIS SUBDIVISION.
- LOT 2, BLOCK C IS HEREBY DESIGNATED AS A COMMUNITY FACILITY/ GREENBELT LOT FOR USE BY SUBDIVISION LOT OWNER. IMPERVIOUS COVER IS LIMITED TO 40,075 SQUARE FEET ON THIS LOT.
- UTILITY PROVIDERS:
 - WATER: GOFORTH S.U.D.
 - WASTEWATER: ON-SITE SEWAGE FACILITY
 - ELECTRICITY: PEDERNALES ELECTRIC COMPANY
 - TELEPHONE: SBC
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARD'S AQUIFER RECHARGE ZONE.
- ROAD MAINTENANCE STATEMENT
"IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTION ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE ROAD DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN SECTIONS 7.4 AND 7.5 OF THE HAYS COUNTY SUBDIVISION REGULATIONS."
- ALL LOTS SHALL HAVE A MINIMUM DRIVEWAY CULVERT SIZE OF 18", UNLESS SHOWN OTHERWISE SHOWN ON MASTER DRAINAGE PLAN.
- RESIDENTIAL LOTS ARE LIMITED TO ONE SINGLE-FAMILY RESIDENCE PER LOT.
- ON-SITE SEWAGE FACILITIES DISCHARGE IS LIMITED TO 350 GALLONS PER DAY PER ACRE, FOR LOT 2.
- LOTS ARE LIMITED TO THE USE OF CLASS 1 ON-SITE SEWAGE FACILITIES.
- ALL RESIDENTIAL LOTS WITHIN THIS SUBDIVISION ARE RESTRICTED FROM DRILLING INDIVIDUAL WATER WELLS.
- DIRECT VEHICULAR ACCESS IS PROHIBITED FROM LOT 1 BLOCK A, AND LOT 1 BLOCK C, TO COUNTY ROAD 157 (GOFORTH RD.)
- THE PERMITTEE WILL DEDICATE IN PERPETUITY, AS A CONSERVATION EASEMENT, THE APPROXIMATELY 17.2-ACRE MITIGATION AREA IDENTIFIED IN THE MITIGATION PLAN, "MITIGATION PLAN FOR THE STUDIO ESTATES SUBDIVISION, HAYS COUNTY, TEXAS," DATED JULY 11, 2009. THE ONLY EXCEPTIONS TO THE DEED RESTRICTION SHALL BE EASEMENTS IN EXISTENCE ON JULY 11, 2009. THE MITIGATION AREA WILL NOT BE DISTURBED, EXCEPT BY THOSE ACTIVITIES THAT WOULD NOT ADVERSELY AFFECT THE INTENDED EXTENT, CONDITION AND FUNCTION OF THE MITIGATION AREA OR BY THOSE ACTIVITIES SPECIFICALLY PROVIDED FOR IN THE APPROVED MITIGATION PLAN OR IN THE SPECIAL CONDITIONS FOR THIS PERMIT. UNLESS OTHERWISE SPECIFIED, LIVESTOCK GRAZING, LOGGING, MOWING, AND SIMILAR ACTIVITIES WILL NOT BE ALLOWED IN THE MITIGATION AREA. THE PERMITTEE WILL SURVEY THE MITIGATION AREA, DEVELOP AN APPROPRIATE DEED RESTRICTION FOR THE SURVEYED AREA, SUBMIT THE DRAFT DEED RESTRICTION TO THE USACE FOR REVIEW AND APPROVAL, AND THEN RECORD THE USACE-APPROVED DEED RESTRICTION WITH THE HAYS COUNTY CLERK. THE PERMITTEE WILL PROVIDE A COPY OF THE RECORDED DEED RESTRICTION TO THE USACE BY JUNE 1, 2009, SEE CONSERVATION EASEMENT AGREEMENT AS RECORDED IN DOCUMENT NO. 2009-20014083 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS. THE RESTRICTION WILL NOT BE MODIFIED OR REMOVED FROM THE DEED WITHOUT THE WRITTEN APPROVAL OF THE USACE. THE COVENANCE OF ANY INTEREST IN THE PROPERTY SHALL BE SUBJECT TO THIS DEED RESTRICTION.
- THIS SUBDIVISION PLAT IS APPROVED SUBJECT TO THE PENDING CLOUTIER APPLICATION TO FEMA REVISING FLOODPLAIN ALONG UNNAMED TRIBUTARY. NO BUILDING PERMITS SHALL BE GRANTED FOR BLOCK C, LOT 5, UNTIL LOMR IS APPROVED BY FEMA.

SURVEYOR:

STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SET OR FOUND AS SHOWN HEREIN.

GEORGE E. LUCAS,
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4180
STATE OF TEXAS
439 LITTLE LAKE ROAD
HUTTO, TEXAS 78634



ENGINEER:
STATE OF TEXAS
COUNTY OF HAYS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THAT.

DAVID RABAGO, JR., REGISTERED PROFESSIONAL ENGINEER NO. 98446
CUATRO CONSULTANTS, LTD.
3801 KYLE CROSSING, SUITE B.
KYLE, TEXAS 78640



GOFORTH SPECIAL UTILITY DISTRICT:

GOFORTH SPECIAL UTILITY DISTRICT, A PUBLIC WATER SYSTEM HOLDING RETAIL WATER CERTIFICATE OF CONFORMANCE AND NECESSITY NO. 11356, HAS SUFFICIENT CAPACITY AND ACCEPTABLE WATER QUALITY TO SERVE EACH LOT IN THIS SUBDIVISION.

CSUD OFFICIAL

CITY OF NIEDERWALD:

THE SUBDIVIDER IS RESPONSIBLE FOR THE CONSTRUCTION OF ALL STREETS AND FACILITIES NEEDED TO SERVE THE LOTS WITHIN THE SUBDIVISION.

APPROVED BY THE CITY OF NIEDERWALD FOR FILING AT THE OFFICE OF THE COUNTY CLERK OF HAYS COUNTY, TEXAS.

APPROVED BY: CITY COUNCIL, CITY OF NIEDERWALD, TEXAS.

REYNELL SMITH
MAYOR, CITY OF NIEDERWALD

8/10/09
DATE

ENVIRONMENTAL HEALTH DEVELOPMENT:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A STATE COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY ENVIRONMENTAL HEALTH.

NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

TOM POPE, MANAGER
HAYS COUNTY ENVIRONMENTAL HEALTH DEPT.
HAYS COUNTY FLOOD PLAN ADMINISTRATOR

8-17-2009
DATE

JERRY BORCHERTING, P.E., DIRECTOR
RESOURCE PROTECTION, TRANSPORTATION, AND PLANNING

8/12/09
DATE

COUNTY:

STATE OF TEXAS
COUNTY OF HAYS

I, LINDA FRITSCH, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 11th DAY OF JULY, A.D., 2009, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF THE SAID COURT IN BOOK 11, PAGE 127.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 11th DAY OF JULY, A.D., 2009.

LIA SUMNER
COUNTY JUDGE,
HAYS COUNTY, TEXAS



LINDA FRITSCH
COUNTY CLERK,
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, LINDA FRITSCH, 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 11th DAY OF JULY, 2009, AT 2:25 O'CLOCK P.M. AND DULY RECORDED ON THE 11th DAY OF JULY, 2009, AT 2:25 O'CLOCK P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK 11, PAGE 127.

LINDA FRITSCH, COUNTY CLERK
HAYS COUNTY, TEXAS



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 for County maintenance all roads and drainage improvements in Northridge subdivision, Phase 2, and to release a portion of the fiscal surety in the amount of \$8,989.50.

TYPE OF AGENDA ITEM	Subdivision	Road	X	Staff Recommendation	X
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PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ford

SUMMARY:

The department has inspected and recommends its acceptance for maintenance and the release of a portion of the fiscal surety in the amount of \$8,989.50. This will leave \$700.00 for establishing vegetation in an area of the subdivision not yet covered. The remaining surety will be released if the revegetation requirements are met. The road length for Angel Fire Drive is approximately 1,288 feet.

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: 10-3-05 Comanche Waters Subdivision. Discussion and possible action to consider a variance from Chapter 721, Subchapter 5 of the current Hays County Development Regulations; consider approval of preliminary plan.

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Garza

SPONSORED BY: Conley

SUMMARY:

Background: The Comanche Waters Subdivision is a 6 lot unrecorded subdivision located off of 3237 in Precinct 3. The proposed Comanche Waters, Phase 2 is a division of 11.37 acres located just behind the unrecorded Comanche Waters. If approved the division will result in 3 newly platted lots, served by a private water source and individual OSSFs. The average lot size is 3.79 acres and the minimum lot size in this portion of Hays County is 2.00 acres. The developer wishes to use an existing driveway for access to each new lot. The new lots will not have "direct" access to an existing roadway. Current Hays County development regulations allow for up to 3 lots not having direct access to a regulated roadway as long as the lots are at least 5 acres in size, limited to one single family residence per lot, and prohibited from further division and TCEQ regulated development.

The lots in Comanche Waters Phase 2 will meet all access requirements except the 5 acre minimum lot size. The developer seeks a variance from the Shared Access Driveway standards in section 5 of Chapter 721 in the current development regulations. Specifically, the lots average 3.79 acres in size. In order to meet our regulations as written, the developer would be required to build a roadway meeting Hays County Construction standards.

Numerous members of Hays County staff have visited the property to look at access and drainage on the parcel. Though the driveway appears to pose no significant public health risk at this time, significant rain events could limit access by emergency responders in two different locations between Deer Lake Road and Comanche Waters Phase II.

Approval of this preliminary plan does not constitute approval of any deviation from the County's land development regulations in the final plat, construction plan or site plan. Any units such as deviations from these specifically requested in the preliminary plan must be approved in writing by the County. Such approvals do not reduce the applicability of the County's zoning or subdivision regulations. The project does not have the effect of creating a precedent that subsequent developments or if it is subsequently determined that the development would adversely impact the public's safety, health, welfare or property.

Under Departmental Regulations, this admission is exempt from the requirements to demonstrate the availability of water and wastewater service.

No construction or development within the subdivision may begin until all Hays County Development Authorization requirements have been satisfied.

no structures in this subwatershed should be occupied until connected to a municipal water supply or state-regulated community water system. Due to declining water supplies, prospective property owners are cautioned by the County to question the water concerning ground water availability. Rich water collection is encouraged and in some areas may offset the local renewable water resources.

No construction or other development within this subdivision may begin until all Hays County development permit requirements have been met.

Date	
	Jerry Borchering, P.E. Hays County Resource Protection, Transportation & Planning

Form	Page	Date
Hays County Floodplain Administrator		

COUNTY OF HAYS

I, the undersigned, a registered professional engineer in the state of Texas, hereby certify that the proposed engineering consideration has been given to this plan.

Kelly K. Brown _____

- 1) The purpose of the Shovel House Brewery is to produce and bottle quality beer and if any other development of a building that serves as the focal point of the historic district.
- 2) The existing Shovel House Brewery will be constructed on a property zoned for light commercial use. The property is currently zoned for light commercial use and the building that is located on the property is currently used as a storage facility for the brewery's equipment.
- 3) The owner of the Shovel House Brewery is currently in the process of obtaining a license from the State of Maryland to operate a brewery. The brewery is currently in the process of obtaining a license from the State of Maryland to operate a brewery.
- 4) The purpose of the Shovel House Brewery is to produce and bottle quality beer and if any other development of a building that serves as the focal point of the historic district.
- 5) The existing Shovel House Brewery will be constructed on a property zoned for light commercial use. The property is currently zoned for light commercial use and the building that is located on the property is currently used as a storage facility for the brewery's equipment.
- 6) The owner of the Shovel House Brewery is currently in the process of obtaining a license from the State of Maryland to operate a brewery. The brewery is currently in the process of obtaining a license from the State of Maryland to operate a brewery.
- 7) The purpose of the Shovel House Brewery is to produce and bottle quality beer and if any other development of a building that serves as the focal point of the historic district.
- 8) The existing Shovel House Brewery will be constructed on a property zoned for light commercial use. The property is currently zoned for light commercial use and the building that is located on the property is currently used as a storage facility for the brewery's equipment.
- 9) The owner of the Shovel House Brewery is currently in the process of obtaining a license from the State of Maryland to operate a brewery. The brewery is currently in the process of obtaining a license from the State of Maryland to operate a brewery.

(6) According to Texas Flood Insurance Rule #49 Community Panel #40(3), 024 F, dated September 7, 2000, "The minimum depth of water shall be at least 18 inches above the finished ground surface." The evidence shows that subsection (ii) within Zone "A-1," stated flood hazard areas subject to inundation by the 1% annual chance flood.

(7) TBM stream on lots 1 & 2 per permanent benchmarks set at an elevation of 1009.75, MDL 63).

TOTAL NUMBER OF LOTS = 3

AVERAGE SIZE LOT: 3.79 ACRES

NUMBER OF LOTS IN ZONE A-1: 3

LOTS 1-3: 10 ACRES

LOTS 2-3: 5 ACRES

LOTS LESS THAN 2 ACRES: 0

STATE OF TEXAS
COUNTY OF HAYS

I, the undersigned, a registered professional land surveyor in the state of Texas, hereby certify that this plot is true and correct, that it was prepared from an actual survey of the property made under my supervision on the ground and that all necessary survey monuments are correctly set or found as shown herein.

Registered Professional Land Surveyor No. 2119

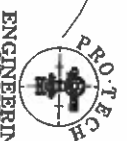
STATE OF TEXAS
COUNTY OF HAYS

Kelly Kieber
Registered Professional Engineer No. 41107

ENGINEERING GROUP
INCORPORATED
100 E. San Antonio St., Suite 1000
San Marcos, TX. 78666
(512) 353-3335

SCALE: 1" = 100'

0' 50' 100' 200'



ENGINEERING GROUP
INCORPORATED
100 E. San Antonio St., Suite 100
San Marcos, TX. 78666
(512) 353-3335

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 Personal Health Department to transfer funds in the amount of \$500.00 from Office Supplies to Continuing Ed all within the Emergency Preparedness grant.

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

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

PREFERRED MEETING DATE REQUESTED: 04/13/10

AMOUNT REQUIRED: \$500.00

LINE ITEM NUMBER OF FUNDS REQUIRED: Transfer from 120-675-99-023.5211 to 120-675-99-023.5551

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Judge Sumter

SUMMARY:

Transfer of funds within the Emergency Preparedness Grant is necessary to cover expenses for continuing education. Funds will be transferred from 120.675.99.023.5211 to 120.675.99.023.5551.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the Personal Health Department to transfer funds in the amount of \$500.00 from Office Supplies to Continuing Ed all within the Emergency Preparedness grant.

PREFERRED MEETING DATE REQUESTED: April 13, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$500.00

LINE ITEM NUMBER: Transfer \$500 from 120-675-99-023.5211 to 120-675-99-023.5551

COUNTY PURCHASING GUIDELINES FOLLOWED:N/A

PAYMENT TERMS ACCEPTABLE:N/A

COMMENTS: This will amend the budget.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Discussion and possible action to authorize the Personal Health Department to transfer funds in the amount of \$1,000.00 from Vaccines to Continuing Ed and amend the budget accordingly.

CHECK ONE:

☐ CONSENT

☒ ACTION

☐ EXECUTIVE SESSION

☐ WORKSHOP

☐ PROCLAMATION

☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: 04/13/10

AMOUNT REQUIRED: \$1,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: Transfer from 120-675-00.5230 to 120-675-00.5551

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Judge Sumter

SUMMARY:

Transfer of funds is necessary for staff training for the remainder of FY 2010. Funds will be transferred from 120-675-00.5230 to 120-675-00.5551.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the Personal Health Department to transfer funds in the amount of \$1,000.00 from Vaccines to Continuing Ed and amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: April 13, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$1,000.00

LINE ITEM NUMBER: Transfer \$1,000 from 120-675-00.5230 to 120-675-00.5551

COUNTY PURCHASING GUIDELINES FOLLOWED:N/A

PAYMENT TERMS ACCEPTABLE:N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

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 authorize Purchasing to advertise for bids for the McGregor Lane Bridge Project west of Dripping Springs.

CHECK ONE: ☐ Subdivision ☒ Road ☐ Staff Recommendation

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED: Funded in current Road/Bridge budget

LINE ITEM NUMBER OF FUNDS REQUIRED: na

REQUESTED BY: Borcharding

SPONSORED BY: Ford

SUMMARY:

Plans and specifications by Halff & Associates are near completion. Today's action will authorize Commissioner Ford to direct purchasing to advertise for bids as soon as the plans are finalized. Having this authority will potentially save two weeks on the very tight bid/award/construction schedule.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible action to approve the purchase of additional wood shavings for the Hays County Civic Center

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

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED: \$10,000

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD (Contingencies)

REQUESTED BY: Barry Nelson

SPONSORED BY: Ingalsbe

SUMMARY: The cutting horse show & rodeo held this month gave Barry a good outlook to the pine shaving requirements for the next few months.

Each of the past 2 events (TX Sr Pro rodeo and ACHA cutting horse) used 100 bags of shavings at a cost of \$4.99 per event. Total shaving revenue per event was \$700 giving us a profit of \$201 (\$402 total) This is about a 40% return on investment. There are 4 more events of this kind between now and the end of the fiscal year that will require a total of \$2000.00 in shavings. This would give us an \$804 total profit.

The NCHA cutting horse shows in April & May will require a much larger amount of shavings. Each of these 2 events will require 5 bags of shavings in each of the 150 stalls. That's a total of 1500 bags at a cost of \$7485.00. Revenue generated by the shavings will be \$10,500.00 with \$3015.00 being our profit. The amount of shavings for this event was requested by the NCHA. At this time the 150 stalls are booked solid for both shows.

Listed below are the numbers for the 6 total cutting horse events from now until the end of September.

These events were not scheduled at the time of this year's budget planning and unfortunately the \$10,000.00 funds needed is not in the civic center budget.

	QTY	COST	REVENUE	PROFIT
EVENT				
ACHA Cutting Horse (4 events)				
STALLS RENTED	200	\$0.00	\$6,000.00	\$6,000.00
SHAVINGS REQUIRED	400	\$1,996.00	\$2,800.00	\$804.00
			\$8,800.00	\$6,804.00
NCHA Cutting Horse (2 events)				
STALLS RENTED	300	\$0.00	\$13,500.00	\$13,500.00
SHAVINGS REQUIRED	1500	\$7,485.00	\$10,500.00	\$3,015.00
			\$24,000.00	\$16,515.00
		COST	REVENUE	PROFIT
TOTAL		\$9,481.00	\$32,800.00	\$23,319.00

**\$23,000.00 profit for 14 days of rental. That's what we're looking at.
I'm already negotiating for an additional winter date for the larger NCHA shows.**

Agenda Item Routing Form

DESCRIPTION OF Item: Approve the purchase of additional wood shavings for the Hays County Civic Center

PREFERRED MEETING DATE REQUESTED: April 13, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$10,000.00

LINE ITEM NUMBER: 001-645-00.5399 (contingencies)

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Price quotes need to be obtained prior to purchase.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Discussion and possible action to amend budget for Juvenile Probation JJAEP grant.

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

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED: \$1,200

LINE ITEM NUMBER OF FUNDS REQUIRED: from 001-686-99-033-5360 to 001-686-99-033-5551

REQUESTED BY: Ed Cooper

SPONSORED BY: Judge Sumter

SUMMARY:

Juvenile Probation requests a transfer from 001-686-99-033-5360 (non-residential services) to 001-686-99-033-5551 (continuing education) to cover registration fees and associated costs for the 2010 Special Programs Conference hosted by the Texas Juvenile Probation Commission.

Agenda Item Routing Form

DESCRIPTION OF Item: Amend budget for Juvenile Probation JJAEP grant.

PREFERRED MEETING DATE REQUESTED: April 6, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$1,200.00

LINE ITEM NUMBER: From 001-686-99-033-5360 to 001-686-99-033-5551

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 an Advance Funding Agreement for SH21 at CR 127 (High Road), CSJ: 0471-02-062.

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: This intersection is the last of the three projects the court put forward for federal stimulus monies. We recently received word from CAMPO that there were enough savings from previously approved projects that our last project would receive funding.



Texas Department of Transportation

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

April 6, 2010

Hays County
CSJ: 0471-02-062
SH 21 at CR 127 (High Road)

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

Dear Judge Sumter:

Enclosed are two revised copies of the Advance Funding Agreement (AFA) for the above Project. The Project consists of the construction of a left turn lane and shoulders to be funded under the American Recovery and Reinvestment Act of 2009 (ARRA) program and to be constructed by the State. Revisions were made to the budget in Attachment C and added reference to public outreach by the State under Article 11. These documents replace the Agreements sent under cover letter dated March 12, 2010.

Please sign and date all the Agreements and return to me for further execution. Please include a copy of the Commissioners Court action agreeing to enter into the Agreement which be inserted as Attachment A. One original executed copy of the Agreement will be returned for your records.

Under the ARRA regulations, the Project will have to be obligated by September 2010. The State is anticipating receiving bids no later than September 2010. As a result, the 100% completed plans and supporting paperwork are due this office no later than April 27, 2010.

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: Jeff Barton, Hays County Commissioner, Precinct 2
Donald E. Nyland, P.E., South Travis Area Engineer
Mike Walker, Austin District Environmental Coordinator
Ed Collins, District Advanced Transportation Planning Director

THE TEXAS PLAN
REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
INCREASE THE VALUE OF OUR TRANSPORTATION ASSETS

An Equal Opportunity Employer

STATE OF TEXAS §

COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT**

**For An
American Recovery and Reinvestment Act of 2009
Project**

 **ORIGINAL**

THIS AGREEMENT (the Agreement) is made by and between the State of Texas, acting by and 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, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order 111552, authorizing the State to undertake and complete a highway improvement generally described as intersection improvements, thereafter called the "Project"; and,

WHEREAS, the Local Government originally began development of this Project without federal funding and has since accepted federal participation; therefore Advance Funding Agreement executed May 29, 2009, is hereby terminated and replaced with this new Agreement.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____ which is attached hereto and made a part hereof as Attachment A for construction of a left turn lane and adding shoulders on SH 21 at the CR 127 Intersection shown on the Map in Attachment B hereinafter referred to as the Project.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work

The scope of the Project is the construction of a left turn lane and adding shoulders on SH 21 at the CR 127 (High Road) Intersection shown on the Map in Attachment B.

3. Local Project Sources and Uses of Funds

- a. The total estimated cost of the Project is shown in the Project Budget - Attachment C which is attached hereto and made a part hereof. The expected cash contributions from the federal or State government, the Local Governments, or other parties is shown in Attachment C. The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the issuance of a formal Letter of Authority by the Federal Highway Administration. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal Letter of Authority is formally issued.

If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

- b. This project cost estimate shows how necessary resources for completing the project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- c. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

- d. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement.
- e. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- f. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- g. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.
- h. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement.
- i. The State will not pay interest on any funds provided by the Local Government.
- j. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local project, unless this Agreement is terminated at the request of the Local Government prior to completion of the project.
- k. If the project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.
- l. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- n. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

The State will not execute the contract for the construction of the project until the required funding has been made available by the Local Government in accordance with this Agreement.

4. Termination of this Agreement

This Agreement shall remain in effect until the project is completed and accepted by all parties, unless:

- a. the Agreement is terminated in writing with the mutual consent of the parties;
- b. the Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party; or
- c. the Local Government elects not to provide funding after the completion of preliminary engineering, specifications and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project.

5. Amendments

Amendments to this Agreement due to changes in the character of the work or terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.

- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project. Coordination shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.
- e. The Local Government shall provide the State with written documentation from appropriate regulatory agency(ies) that identified environmental clearances have been obtained prior to the State's advertisement for receipt of bids.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The Local Government has responsibility for the performance of architectural and engineering services.

The design shall conform to the Texas Department of Transportation *Roadway Design Manual*, the Texas Accessibility Standards and any applicable State design criteria, and engineering plans shall be developed in accordance with the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the special specifications and special provisions related thereto.

The Local Government shall submit a copy of the redlined plans provided by the State with all applicable plan submittals to indicate that QC/QA was undertaken.

The Local Government shall submit the completed PS&E to the State for review and approval five months prior to the State's anticipated bid opening date.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases.

Professional services contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

- a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or

additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

- b. The State will use its approved contract letting and award procedures to let and award the construction contract.
- c. Prior to their execution, the Local Government will be given the opportunity to review and comment on contract change orders that will result in an increase cost of more than 10% to the Local Government over the Project Agreement (Low Bid) amount. Response to the change order by the Local Government will be within 5 business days of the notification by TxDOT.
- d. The State shall provide a monthly status of construction costs to the Local Government.
- e. The State shall actively coordinate public information and outreach efforts with the Local Government prior to initiation of construction and throughout the construction phase of the project. The State and the Local Government agree to mutually coordinate the efforts related to public outreach on this project. The State shall provide contact information to applicable stakeholders for the project and shall endeavor to respond to inquiries from the Local Government within 1 business day of receipt and to all other inquiries within 2 business days of receipt.
- f. Upon completion of the Project, the party constructing the project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
- g. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	State:
Hays County Judge 111 E. San Antonio St., #300 San Marcos, Texas 78666	Director of Contract Services Texas Department of Transportation 125 E. 11th Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party.

Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

16. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all Federal, State, and Local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations.

In accordance with Section 902 ARRA, should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and
- b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and
- b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this

reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.

23. Office of Management and Budget (OMB) Audit Requirements

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

Whenever funds from the American ARRA are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards.

24. Civil Rights Compliance

The Local Government shall comply with the regulations of the Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

25. Disadvantaged Business Enterprise Program Requirements

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance

Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

27. Lobbying Certification

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The parties shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

By executing this Agreement, the parties affirm this lobbying certification with respect to the individual projects and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

29. Signatory Warranty

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

Name

Elizabeth Sumter, Hays County Judge
Printed Name and Title

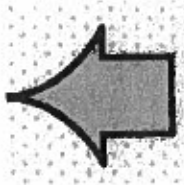
Date

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.

Janice Mullenix
Director of Contract Services
Texas Department of Transportation

Date



CSJ #0471-02-062
District # 14
Code Chart 64 #50106
SH 21 at CR 127 (High Rd)
CFDA # 20.205

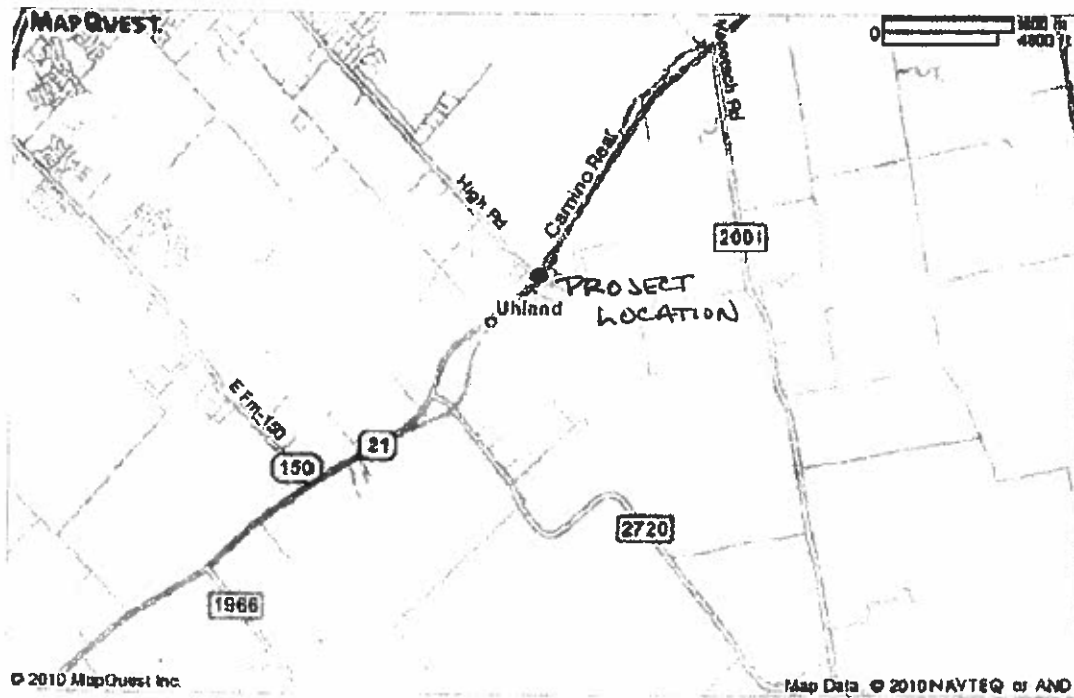
ATTACHMENT A

Resolution or Ordinance

CSJ #0471-02-062
District # 14
Code Chart 64 #50106
SH 21 at CR 127 (High Rd)
CFDA # 20.205

ATTACHMENT B

Location Map Showing Project



ATTACHMENT C

Project Budget

The Local Government will participate in the cost of construction of a left turn lane and widening shoulders on SH 21 at the CR 127 intersection. The American Recovery and Reinvestment Act of 2009 funding (ARRA) will be applied first to the construction cost of the project to the maximum participation amount of \$750,000. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, including any overruns in excess of the approved federal maximum participation amount. The State has estimated the project to be as follows:

Description	Total Estimate Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
CONSTRUCTION COSTS							
Construction of Intersection Improvements	\$750,000	100%	\$750,000	0%	\$0	0%	\$0
Subtotal	\$750,000		\$750,000		\$0		\$0
Direct State Costs (including plan review, inspection and oversight) 10%	\$75,000	0%	\$0	0%	\$0	100%	\$75,000
Indirect State Costs (no local participation required except for service projects)	\$0	0%	\$0	0%	\$0	0%	\$0
TOTAL	\$825,000		\$750,000		\$0		\$75,000

Direct State Cost will be based on actual charges.

Local Government's Participation = \$75,000

It is further understood that the State will include only those items for the improvements as requested and required by the Local Government. This is an estimate only; final participation amounts will be based on actual charges to the project.

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 engagement letter with Denton, Navarro, Rocha and Bernal, P.C. and to appoint members of a bargaining committee that will represent Hays County and/or the Hays County Sheriff in meetings with the Hays County Law Enforcement Association.

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY:

DENTON, NAVARRO, ROCHA & BERNAL

A Professional Corporation
ATTORNEYS AND COUNSELORS

www.rampagelaw.com

SAN ANTONIO OFFICE
2517 North Main Avenue
San Antonio, Texas 78212
Phone (210) 227-3243
Fax (210) 225-4481

RIO GRANDE VALLEY OFFICE
701 East Harrison, Suite 100
Harlingen, Texas 78550
Phone (956) 421-4904
Fax (956) 421-3621

February 24, 2010

Honorable Liz Sumter and Commissioners
Hays County
111 E. San Antonio St., Suite 300
San Marcos, TX 78666

Re: Collective Bargaining Negotiations
Hays County Sheriff's Officer Association and Hays County
NEGOTIATIONS RETAINER PROPOSAL

Dear Judge Sumter and Commissioners:

This letter is sent to provide the information requested and to reflect our current professional engagement terms, in the event that the Commissioners Court should approve and authorize the Firm to proceed with collective bargaining negotiations.

Per our discussion with the Commissioners Court on January 26, 2010, the Commissioners had requested additional information from us. Please see below the information we indicated we would provide.

Total Number of Bargaining Days:

San Marcos Fire: We started February 9, 2009, and had a total of 14 meetings.

San Marcos Police: We started October 15, 2008, and had a total of 22 meetings.

Nueces County: We started April 2008, and had a total of 10 meetings.

Amount Billed:

San Marcos Fire: \$57,542.73

San Marcos Police: \$76,498.97

Nueces County: \$86,055.95

The Commissioners also requested names of other people who do bargaining as well. We know of:

Bettye Lynn with Lynn, Pham and Ross, LLP, Fort Worth;

John Durkey, Beaumont;

Gary Ingram with Jackson Walker, Fort Worth;

Chris Borunda with Ray, Valdez, McChristian & Jeans, P.C., El Paso; and
Jim Allison with Allison, Bass & Associates, Austin.

I am enclosing the resumes of the attorneys in our Firm who work with negotiations.

Prior to beginning negotiations, we recommend and propose that we conduct an on-site introductory session with selected county and Sheriff's staff personnel. We can discuss the make up of this interactive training group. The meeting usually takes several hours as we explore local issues, conditions, relationships, history and so forth.

Our Session discussion will explain the process and a focus on the options under the statute.

- Discussion of local labor management conditions and relationships;
- Providing sample contract material from other cities;
- Interaction with your staff members on local conditions, issues, and personalities;
- Review of our experiences in the bargaining process;
- Review of sample negotiation ground rules;
- Discussion of relevant Texas statutory and case law;
- Discussion of a strategic plan for coordinating Commissioners Court and management issues to avoid splintered or by-pass (Association bargains with the Commissioner Court members directly) bargaining; and
- Exploration and discussion of bargaining styles and strategies including interest-based bargaining.

In addition to the consultation, we do not charge for the "getting up to speed" necessary to review local civil service rules, ordinances, prior litigation, and such matters. No charge time will be occurred for the meeting held on September 17, 2009 and the Commissioner Court meeting on January 26, 2010. When I was City Attorney in San Antonio, I hated to pay outside lawyers to learn what I and my staff already knew. For our initial bargaining team meeting to prepare for negotiations, we will bill only for one lawyer even though the two lead lawyers designated to handle the representation will both attend. That meeting will take a half day or more.

Our negotiation team approach is to designate two negotiators, and a third team lawyer who has close familiarity with the issues and the draft agreement terms. This is consistent with the usual Ground Rules in our negotiations for both sides. It also allows us to meet the scheduling needs and expectations that you have, and that the Association will typically have. It is important all of the time, but it is especially important when real bargaining momentum exists, or when the lack of momentum is used to blame the City for not being committed to the process. Christy Johnson is my Assistant, and she serves as the contract document coordinator to make sure that we have a good negotiation history, and to finalize the document reflecting our agreement to make sure that our deal is captured as agreed.

As the background material shows, both Ms. Provencio and Mr. Peña have extensive Lead Negotiator experience, and very good skills in deal making and contract drafting. Ms. Provencio has completed Police and Fire agreements for the Cities of Abilene, Denton and Waco. She has considerable experience with the Fire and Police Unions not only in connection with the contracts,

but with administrative and judicial litigation that spins off of the contracts. If we are retained and begin negotiations within the next month, we hope to complete the contract prior to Ms. Provencio's maternity leave at the end of July 2010. If not, Mr. Peña and Mr. Denton will continue the work to completion.

Our rates are as follows: Lowell Denton (Partner) - \$295 per hour; Alberto Peña (Senior Association) - \$220 per hour; Elizabeth Provencio (Senior Associate) - \$200 per hour; and paralegals - \$85 per hour. These are our current rates and charges for other existing clients in connection with this type of representation. That is important to us, as we fully understand your taxpayer's expectations for appropriate pricing and efficient service. On that same note, our travel time/cost policy is as follows:

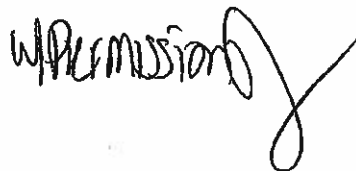
- We only bill for travel time that we cannot otherwise use (with cell phone, portable dictation and wireless access, this limits the dead time cost substantially, some of this work will be on your matter, but a great deal of it will be for other clients and pending matters while en route to Hays County);
- We bill only actual travel hard costs, with documentation; and
- We will work to schedule efficiently to reduce the relative expense of travel, such as two day sessions, or combining work with other area clients.

Thank you for your consideration, I look forward to meeting with you and discussing any questions you may have.

Very truly yours,

DENTON, NAVARRO, ROCHA & BERNAL
A Professional Corporation


LOWELL F. DENTON



AGREED TO AND APPROVED

Elizabeth "Liz" Sumter
County Judge, Hays County

Date

cc: Dee Dee Baen
Mark Kennedy

BACKGROUND INFORMATION

GENERAL MUNICIPAL EXPERIENCE

The lawyers in our firm have served as city attorneys, assistant city attorneys, assistant district attorneys and assistant attorney generals. There are very few firms that represent municipalities that can honestly say their attorneys have spent time working **inside** city government. This gives us an advantage over other firms in that **we truly understand the workings of local government from the inside**. We also understand the financial restraints that cities face today and the fiscal standards that city councils are held to by the voting public. We count our time working inside city government as our most valuable asset. The four partners in this firm have over 80 years of combined legal experience in advising and representing cities and counties.

Our Firm does not work in a vacuum, rather, we have an extensive contact system with attorneys across the state and across the country that are on the cutting edge of public entity representation. Our Firm is a member of IMLA (International Municipal Lawyers Association, formerly NIMLO), this is a national association for city attorneys. We are one of the first private law firms, and one of the few, to be named a Certified City Attorney Office by the Texas City Attorneys Association

The Firm provides legal advice and assistance to local governments, their employees and public officials in just about every conceivable area of activity. Because of the experience and abilities of the attorneys of the Firm, we are often in a position to provide prompt and thorough responses to initial inquiries to assist in the recognition of potential liabilities and reduction of the risks associated with the operation of a Texas local government in today's legal environment.

LOWELL F. DENTON

Lowell F. Denton is a shareholder in the San Antonio law firm of Denton, Navarro, Rocha & Bernal, P.C. This firm specializes in representation of municipalities and other local governments, including defense in litigation.

Licensed in 1978, Mr. Denton is Board Certified in Civil Trial Law by the Texas Board of Legal Specialization. He is a member of the State Bar College, and American Board of Trial Advocates.

Related Work History:

- City Attorney for the City of College Station 1980 – 1984;
- City Attorney for the City of San Antonio 1984 – 1986;
- Varied litigation and firm management responsibilities for cities, counties, and schools, with Heard, Goggan, Blair & Williams.
- Started the current firm in 1990.

Mr. Denton has dedicated his career to the representation and legal defense of local governments and is an experienced litigator, with an expertise in helping city officials avoid litigation where possible and try cases effectively when necessary. His expertise in the area of municipal defense and litigation is widely known, and he served as the lead attorney in a number of recognizable cases establishing municipal law principles, including the landmark case *City of Boerne v. P. F. Flores, Archbishop of San Antonio, and United States*, 117 S. Ct. 2157 (1997) involving the Religious Freedom Restoration Act (RFRA).

In addition to his litigation work, Lowell also specializes in the negotiation of collective bargaining and meet and confer agreements with Fire and Police employee Associations. He has served as the Lead Chief Negotiator for the City of San Antonio, City of Houston, City of Austin, City of Galveston, City of Laredo, City of Waco, Bexar County, and City of Corpus Christi.

In addition to his expertise in the area of municipal defense and collective bargaining, Lowell and his wife Cindy (who teaches High School English at ECISD) are active partners in the operation of the Four Aces Ranch located near Seguin, Texas where they raise Quarter Horses, Angus beef and necessary feed crops.

Mr. Denton attended Baylor University where he received his BA and law degree in 1978. He is an active member and Deacon at Trinity Baptist Church. Mr. Denton is licensed to practice in the Supreme Court of the United States, the Fifth Circuit Court of Appeals, and the Northern, Southern, and Western Districts of Texas, along with Texas State Courts and the Supreme Court of Texas.

ALBERTO J. PEÑA

Mr. Peña engaged in a general private law practice in Brownsville Texas prior to moving to San Antonio in 1986. While in private practice, his clients included a local teachers' credit union, a water conservation and improvement district and a drainage district. In addition, he served as the civil service director for the City of Brownsville Firefighters' and Police Officers' Civil Service Commission.

Upon his arrival to San Antonio, he joined the City Attorney's office and was assigned to advise the city's Firefighters' and Police Officers' Civil Service Commission and later assumed the duties of legal advisor for the fire and police departments. While serving as the Police Legal Advisor, Mr. Peña handled numerous third party statutory and contractual disciplinary arbitration hearings, as well as arbitration hearings of grievances arising under the firefighters and police officers collective bargaining agreements.

Mr. Peña joined Denton, Navarro, Rocha & Bernal in April, 2001 as an Associate attorney and is a member of the Bexar County Bar Association, the Texas City Attorneys Association, Federal Bar Association, and admitted to practice in the Southern and Western Districts of Texas and the United States Supreme Court.

As an Associate attorney, Mr. Peña has participated in negotiating various Collective Bargaining Agreements with the firefighters' and police officers associations for the City of Corpus Christi, and assisted in negotiations for San Antonio, Galveston, and Houston as well as serving as Lead Negotiator for certain sessions. Mr. Peña also previously served as Lead Negotiator for the City of Corpus Christi for the Corpus Christi Firefighters Agreement, the Meet and Confer Agreements for the City of San Marcos for the Firefighters and Police Association, the Meet and Confer Agreement for the City of Mesquite for the Police Association, ended with the meet and confer negotiations for the City of Waco and the Police Officer Association, and the Deputy Sheriff's agreement with Bexar County, and provides representation in subsequent contractual arbitration hearing and continuing consultation regarding contract matters. In addition, he has served as a consultant on overtime issues under the Fair Labor Standard Act and state law and assisted in representing the City of Corpus Christi in several overtime suits by City firefighters and police officers.

ELIZABETH M. PROVENCIO

Ms. Provencio's practice reflects more than thirteen years of multi-state litigation including a concentrated caseload in Texas State and Federal Courts since 1999. Currently, Ms. Provencio's litigation involves labor and employment issues including First Amendment claims, due process claims, FMLA, Title VII, ADEA, ADA and FLSA issues; and also involves tort issues for municipalities and other governmental entities. Her prior litigation experience involved complex insurance coverage, probate, contract, investment products, and fiduciary duty issues.

Ms. Provencio also represents municipalities in meet and confer and collective bargaining negotiations with police and fire unions. She served as one of the Lead Negotiators for both the City of Denton and the City of Abilene in their meet and confer negotiations with the firefighters' and police associations, served as one of the Lead Negotiators for the City of Waco in its collective bargaining with the firefighters' association and assisted in prior negotiations for the City of Waco and City of Galveston.

Ms. Provencio actively participates in the community. She is a member of the Texas City Attorneys Association where she has presented at its annual conference, the Mexican American Bar Association, and the Bexar County Women's Bar Association. As part of the Texas Bar Association CLE program, she presented on the 2005 meet and confer legislation and contracts negotiated under the legislation. She served both on the Advisory Board for the Enterprise Foundation, which supports affordable housing and community development, and for the Jefferson/Woodlawn Lake Community Development Corporation, which promotes economic development. Ms. Provencio's pro bono work included asylum work on behalf of political refugees and currently includes handling cases for the Community Justice Program.

Ms. Provencio was born in Silver City, New Mexico, and was admitted to practice law by the Maryland Bar in 1997, the District of Columbia Bar in 1999, and the Texas Bar in 2000. She received her Bachelor of Science in Business Administration from the University of California at Berkley in 1993 and J.D. from the University of Michigan School of Law in 1997. She is married to Texas State Representative Trey Martinez Fischer.

She joined Denton, Navarro, Rocha and Bernal, P.C., as an Associate in November 2003. She was an Associate with Akin, Gump, Strauss, Hauer and Feld, L.L.P., from 1999 to 2003 and prior to that was an Associate with the Washington, D.C., firm of Dickstein, Shapiro, Morin & Oshinsky, L.L.P., from 1997 to 1999.

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 budget priorities for the FY2011 budget.

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: Attached is last year's and this year's budget letter. If you will notice last year's budget letter gave improving efficiency in our delivery of services. The current letter sent does not set out a priority for department budgeting. The court needs to determine what 'priority' it will be looking for from each budget for FY2011.

OFFICE OF THE HAYS COUNTY JUDGE



ELIZABETH 'LIZ' SUMTER

111 E. San Antonio St., Suite 300 • San Marcos, Texas 78666
Phone: 512/393-2205 • Fax: 512/393-2282 • E-mail: lizsumter@co.hays.tx.us

April 8, 2010

To: Elected Officials & Department Heads

RE: FY2011 Budget

As we approach the FY2010-2011 budget year for Hays County, we should be cognizant of our local and national economic challenges and plan our budgets accordingly. As you are aware, Hays County has a number of infrastructure projects planned (*road bond package at \$226 million, park bond at \$30 million, a government center at \$72 million and an existing debt at \$53 million*). So, debt consideration in the budget will take front and center this year, as well as our fiscal obligations and responsibilities to our citizens.

Priorities will be set by Commissioners Court at the April 13th meeting. Direction for your budgets will come from the Court as a whole. Additionally, this year, you will be asked to meet with Commissioners Court to present your budget request. This will give the Commissioners an opportunity to ask questions early in the budget process. When a calendar has been set, I will be getting in touch with you with your day, time and allotment of time for your presentation.

Please be especially conservative this year when requesting funds for your department. Keep in mind that we must serve the entire county. **Your budget request is due to the Auditor by Friday, May 14, 2010.** This year the budget process is being done electronically — paperless — and I hope that you have already taken advantage of the training offered by the Auditors' Office.

I look forward to working with you and the Commissioners on next year's budget.

Liz

A handwritten signature in blue ink, appearing to be "Liz", is written over the printed name "Liz". The signature is stylized and fluid.

OFFICE OF THE HAYS COUNTY JUDGE



ELIZABETH 'LIZ' SUMTER

111 E. San Antonio St., Suite 300 • San Marcos, Texas 78666
Phone: 512/393-2205 • Fax: 512/393-2282 • E-mail: lizsumter@co.hays.tx.us

April 3, 2009

As we approach the FY2009-2010 budget year for Hays County, we should be cognizant of our local and national economic challenges and plan our budgets accordingly. As you are aware, Hays County has a number of infrastructure projects planned (*road bond package at \$226 million, park bond at \$30 million and an existing debt at \$57,500 million*) and in the process of being planned (*ie: government center, jail facility, precinct offices*). So, debt considerations in the budget will take front and center this year, as well as our fiscal obligations and responsibilities to our citizens.

Priority must be given to expenditures that improve efficiency in providing our services as well as administration of same. This year your justification for expenses must prove out their efficiencies. Just simply stating that it will increase efficiency will not be enough. You will need to quantify and qualify expenses. How does it achieve your goals and objectives?

Only two departments submitted goals for FY2009, so for those departments that did not submit goals, explaining how you furthered the mission of your department without goals will be a challenge. I highly suggest you submit goals for this upcoming budget. For the two departments that submitted goals they are attached for your convenience. Please take the time to include your employees as you develop your departmental budget & goals.

Please be especially conservative this year when requesting funds for your department. Keep in mind that we must serve the entire county. Importantly, please limit the number of pages when attaching your supportive documentation in order to reduce printing costs for the preliminary budget books.

Attached is the budget calendar. Please note that your budget request is due to the Auditor by May 1, 2009. I expect budgets to be on time this year, so please plan to be on time.

I look forward to working with you on next year's budget.

A handwritten signature in blue ink, appearing to read "Liz", is written over a circular stamp. The signature is stylized and fluid.

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 change order #3 to the contract for the roof replacement at the Hays County Law Enforcement Center

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED: \$19,408.00

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

You will recall that early on we had hoped to switch out the existing units with new ones, coordinating the replacement with the roofing, so as to avoid this cost. As you know, the budget established for jail repairs is short of the amount required to do this, so the HVAC replacement is on hold. Therefore, we must have the roofing contractor raise the existing air conditioning (HVAC) units to flash the roof under them, then re-set them. This work was in the contractor's unit pricing submitted with their original proposal. The change order authorizes them to do the work and it incorporates the unit pricing into the construction contract. The unit price is \$550.00 per each, and there are thirty (30) units, so the cost of this work is \$16,500.00.

The second item is to add parapet coping or caps to the exterior walls that surround the un-roofed light and air courts. As these areas have no roof, their parapets were not included in the contractor's proposal. Jail personnel have pointed out that from outside the jail, this causes the work to appear unfinished, as shown in Figure 1 on the attached photo sheets. Figures 2, 3, and 4 show typical areas where this condition occurs. The total length of parapet of this type is 160 lineal feet. The price to install the necessary wood nailers and coping cap is \$18.175 per foot, for a cost of \$2,908.

The combined cost of the two items is \$19,408.00 which would bring the total construction contract to \$586,486.00.

Agenda Item Routing Form

DESCRIPTION OF Item: Approve change order #3 to the contract for the roof replacement at the Hays County Law Enforcement Center

PREFERRED MEETING DATE REQUESTED: April 13, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$19,408.00

LINE ITEM NUMBER: 001-645-00.5741 Misc Capital Improv.

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

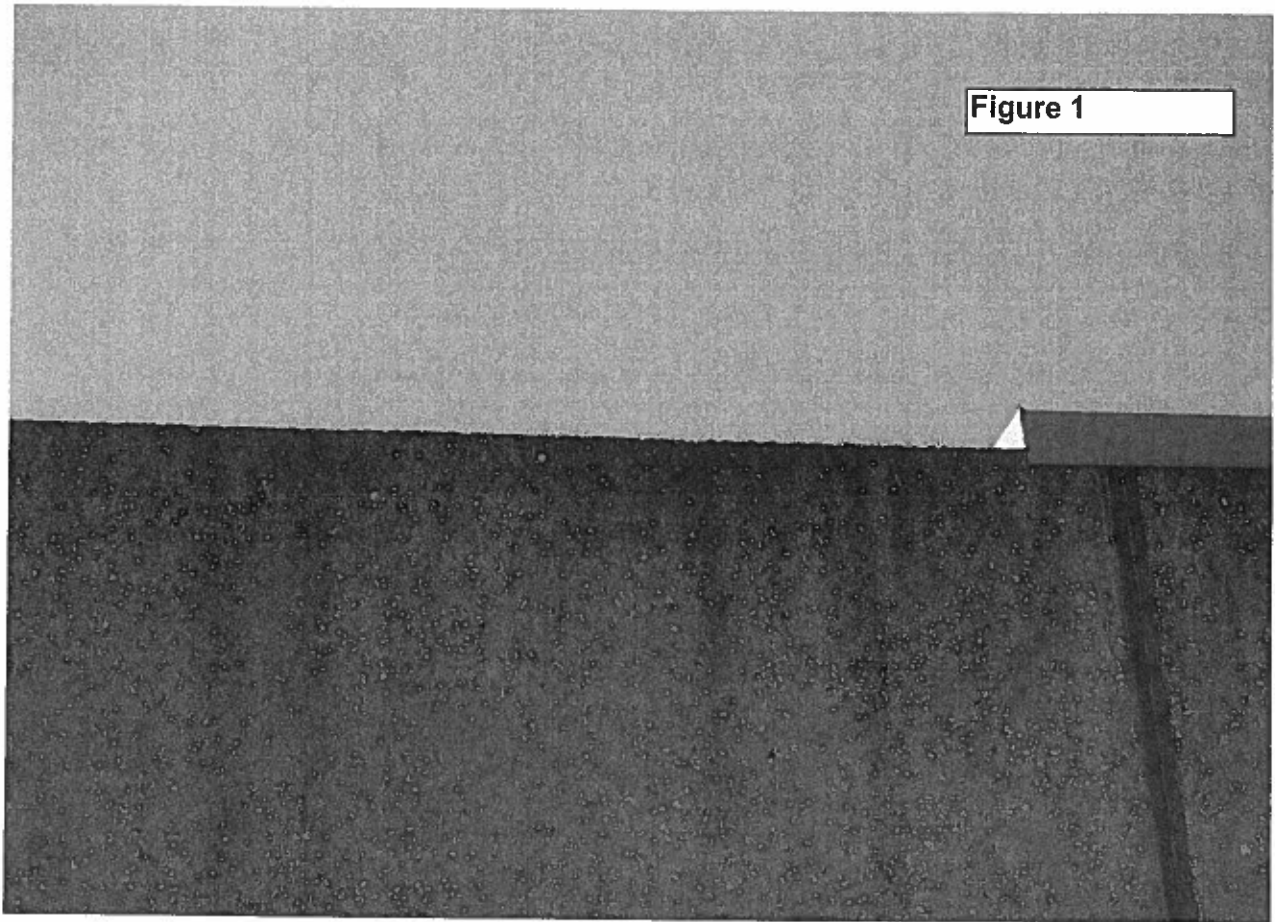


Figure 1

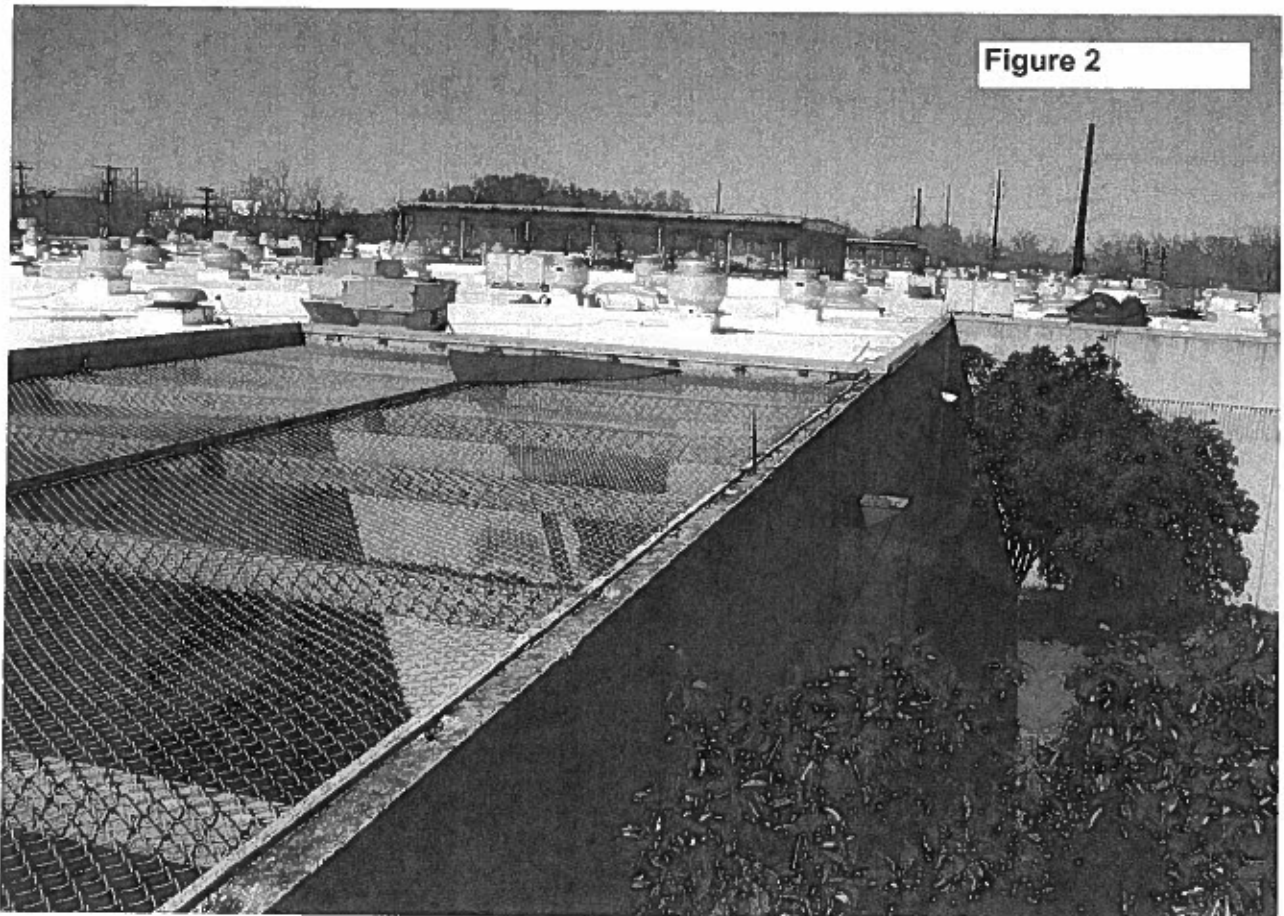


Figure 2

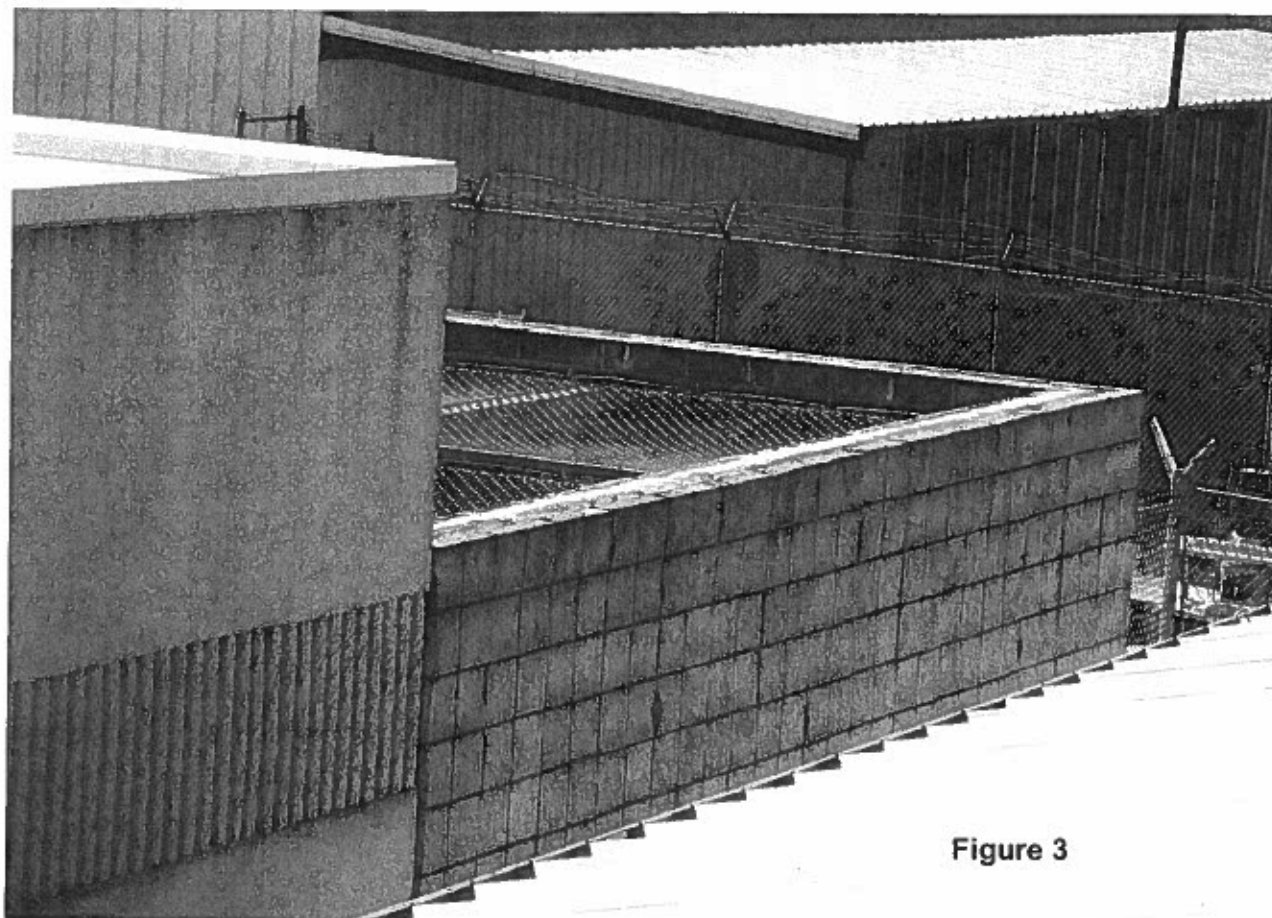


Figure 3

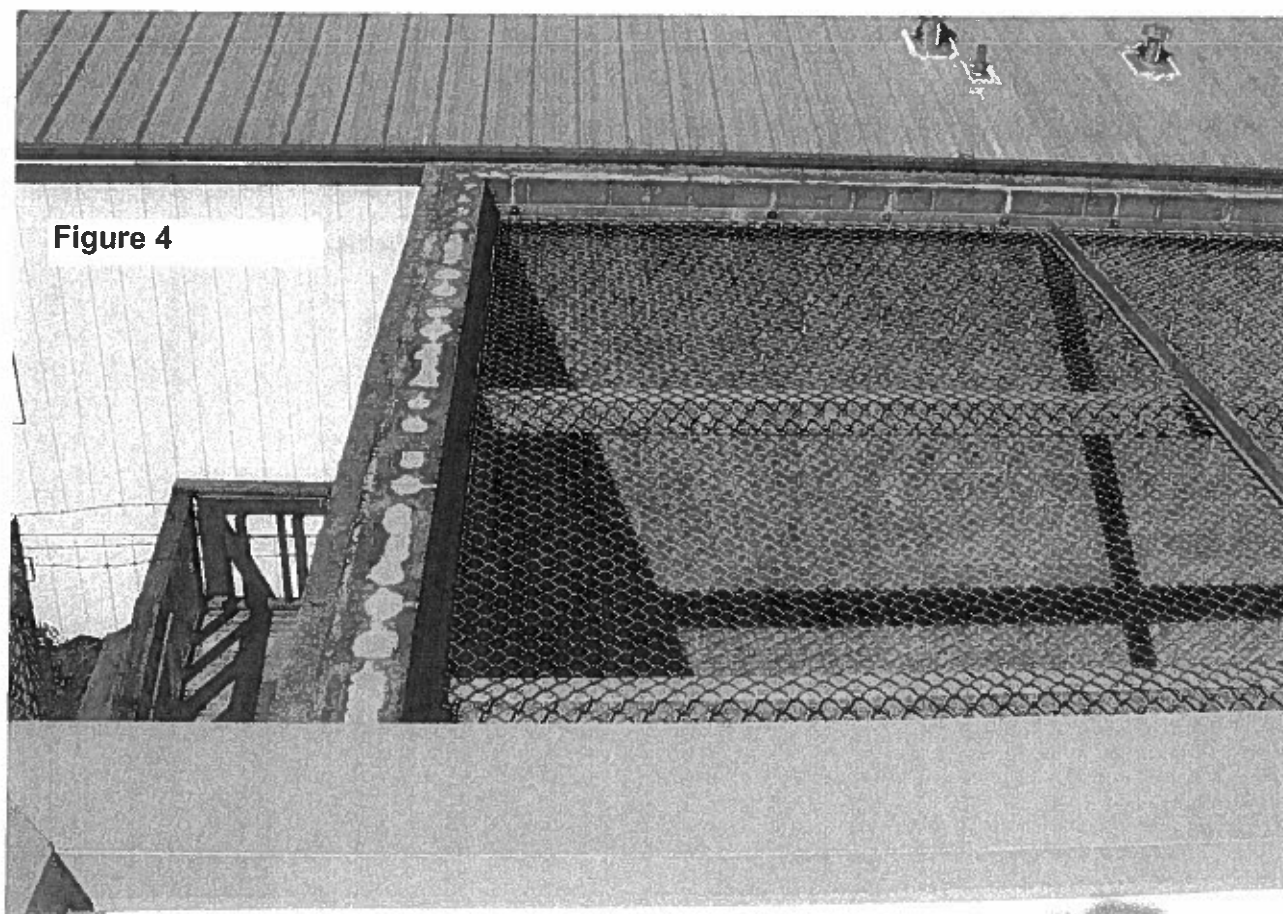


Figure 4

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: 10:00 Discussion and Possible Action to accept and approve Design Development Documents and Guaranteed Maximum Price Proposal, as presented by Balfour Beatty and HDR.

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

The day is finally here to consider the GMP for the Government Center. The Building Committee and I are very excited to share this news with the court today.

Balfour Beatty will hand out and present the GMP Price Proposal the day of court.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute an Interlocal Development Agreement between Hays County and the City of San Marcos, Texas related to the Government Center project on Stagecoach Trail in San Marcos.

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: Staff and consultants for Hays County have been in discussions with City staff, and have negotiated many terms regarding development of the Government Center project. All Parties thought it best to commit these terms to an agreement so there would be no confusion about how the Parties would interact going forward. This Development Agreement does just that. This Court voted on a version of this Agreement on January 19, 2010. However, there have been modifications to the Agreement since then. For that reason, the item is being brought back for consideration.

INTERLOCAL DEVELOPMENT AGREEMENT

This INTERLOCAL DEVELOPMENT AGREEMENT (this “**Agreement**”) is made as of the ____ day of _____, 20__ (the “**Effective Date**”), by and between The City of San Marcos, a Texas Municipality (“**City**”), and Hays County, a political subdivision of the State of Texas (“**County**”). City and County are hereinafter collectively referred to as “the Parties” or “the Parties to this Agreement.”

ARTICLE I: Recitals.

WHEREAS, County intends to design, finance, develop, construct, renovate, own, operate and maintain the parcels of real property and improvements, if any thereon, depicted in Exhibit “A” attached hereto (hereinafter the “**Project**”);

WHEREAS, City has jurisdictional authority over the development of the Project located within the City of San Marcos, County of Hays, Texas;

WHEREAS, County desires to vacate the existing plat of the 26.981 acres, filed of record on February 18, 2009 in Vol. 15, Page 86 of the Hays County Plat Records and re-plat the cumulative acreage of 35.971 acres, including an additional 8.99 acres, identified on Exhibit “A” attached hereto;

WHEREAS, County intends to construct, as part of the Project, a local government facility that will exceed 230,000 square feet and provide space for many of Hays County’s staff and governmental services;

WHEREAS, City recognizes that the construction of a government center as part of the Project would enhance business and economic development in the area;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, City and County hereby agree as follows:

ARTICLE II: City Terms and Conditions.

- 2.1. Extension of Stagecoach Road City hereby agrees that until such time as County applies and receives a building permit for permanent improvements on the 8.99 acres, depicted in Exhibit “B” and attached hereto, there will be no requirement for the extension of Stagecoach Road past the existing cul-de-sac which has a final station of 1594.02 (per Exhibit “C” attached hereto).
- 2.2. Extension of Domestic Waterline City hereby agrees that until such time as County applies and receives a building permit for permanent improvements on the 8.99 acres, depicted in Exhibit “B” and attached hereto, there will be no requirement for the extension of the domestic waterline past its current termination point of station 1881.74 (per Exhibit “D” attached hereto).

- 2.3. Extension of Public Sidewalk City hereby agrees that until such time as County applies and receives a building permit for permanent improvements on the 8.99 acres (depicted in Exhibit "B" and attached hereto), or until further development on neighboring parcel(s) causes the terminus of Stagecoach Road to extend to the north, the only required public sidewalks will be along the western boundary of the 26.981 acre tract originally platted and conveyed to County by W.C. Carson, terminating at the Northern radius of the northern-most entrance to the Project off of Stagecoach Road.
- 2.4. Completion of Street Lights City hereby agrees to install and energize the street lights along Stagecoach Trail, which illuminate the Project, at no cost to County on or before June 1, 2010.
- 2.5. Installation of Temporary Electrical Service City hereby agrees to provide all necessary transformers, feeders and ancillary equipment to provide the Project with temporary electrical service at no cost to County, save and except the standard monthly usage charges on or before May 1, 2010.
- 2.6. Installation of Transformer(s) and Feeders City hereby agrees to provide all necessary primary electrical transformers and feeders for the Project at no cost to County within ninety (90) days of notification by County of the Project's power requirements, or as may be mutually agreed to by the Parties.
- 2.7. Waiver of Certain Fees City hereby agrees to waive any and all utility connection fees, tap fees, impact fees and development fees related to the development and construction of the improvements on the 26.981 acre tract. County acknowledges that it is not exempt from the payment of impact fees to City under Section 395.022 of the Texas Local Government Code. In lieu of paying impact fees in the amount of approximately \$100,000 for the Project, County agrees to provide City a credit against any future financial obligation City may otherwise owe County within the five (5) year period following execution of this Agreement. The exact amount of the credit to be taken by City shall be equal to the impact fees County would have been obligated to pay at the time a building permit for the Project is issued and will be calculated by City based on actual meter sizes.

ARTICLE III: County Terms and Conditions.

- 3.1. Payment of Certain Fees County hereby agrees to pay City the cost of all building permits at the then published rates, along with fees related to replatting, which are estimated to be approximately \$360.00.
- 3.2. Easement Dedication County agrees to dedicate by plat a 30 feet wide wastewater easement (PUE) along the south Property line to the point of intersection with 2 existing PUE's with a combined width of 30 feet.

- 3.3. Utility Easement Obligation Should future development cause the current terminus of Stagecoach Road to extend to the north of its current location, but not extend beyond the northern property line of the Project, County hereby agrees to dedicate an additional ten feet (10') of Right of Way to accommodate the new location of the cul-de-sac at the end of Stagecoach Road. County recognizes and agrees that the construction of parking lot(s) or other improvements in areas that might later be dedicated as Right of Way under this Section will be performed at the sole risk of Hays County. County shall hold City harmless for any costs associated with the removal or demolition of parking lot(s) or other improvements that would impede the purposes of such Right of Way.
- 3.4. Development of Additional Infrastructure If County develops the additional 8.9 acres depicted in Exhibit B or any additional property acquired by County in the future, then County shall bear the costs of the build-out of additional infrastructure from its current location (as depicted in Exhibit "C") as may be required by City's Land Development Code(s). If a property owner other than County develops adjacent or nearby property that necessitates the build-out of additional infrastructure from its current location (as depicted in Exhibit "C"), as may be required by City's Land Development Code(s), then County shall likewise be obligated to bear the costs associated with those improvements that cross the Project site.

ARTICLE IV: Interlocal Agreement.

- 4.1. This Agreement complies with Chapter 791 of the Texas Government Code, known as the Interlocal Cooperation Act.
- 4.2. The Parties recognize that, by executing this Agreement, they are each fulfilling functions that they are authorized to perform individually. The City's authority to regulate subdivisions and development is authorized by Chapter 212 of the Texas Local Government Code, and the County's authority to own and develop government buildings located on real property is authorized by Chapter 291 of the Texas Local Government Code.
- 4.2. Each individual signing, below, has been duly authorized by the governing body of the Party for which he/she is signing.
- 4.3. Any payment made by a Party to this Agreement must be made in current funds that are available to the paying Party at the time this Agreement is executed.

ARTICLE V: Miscellaneous.

- 5.1. Notices All notices, demands, comments, consents, authorizations, and approvals required, permitted or mentioned in this Lease shall be in writing and if being sent shall be sent by certified mail, return receipt requested, addressed, postage prepaid, or to be delivered by a nationally recognized overnight delivery service, for example Federal Express, to the addresses set out below, or other addresses as may hereafter be designated by the Parties by notice to the other Party.

To City: Laurie Moyer
San Marcos City Hall
630 E. Hopkins
San Marcos, TX 78666

To County: Commissioner Debbie Ingalsbe
Hays County Courthouse
111 E. San Antonio Street
San Marcos, Texas 78666

- 5.2 Each Party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.
- 5.3 If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.
- 5.4 This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties.
- 5.5 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.
- 5.6 Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.
- 5.7 This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

DULY AUTHORIZED SIGNATURES FOLLOW ON THE NEXT PAGE.

The Parties to this Interlocal Development Agreement hereby agree to the terms and conditions cited above, as is evidenced by their duly authorized signatures, below.

HAYS COUNTY, TEXAS

CITY OF SAN MARCOS, TEXAS

Elizabeth "Liz" Sumter

Rick Menchaca

Hays County Judge

City Manager

Attest: _____

Attest: _____

Hays County Clerk

City Clerk

Approved as to Form:

Mark D. Kennedy

Michael Cosentino

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible action to consider the Fire Marshall Add Alternate to the RPTP building at a cost of \$255,000 and possible action to begin the process to solicit for bid the selection of the Pre-Engineered Metal Building Manufacturer

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED: \$255,000

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5741 Countywide Cap. Improv.

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

This is back on from our discussion in court last week. As a reminder, here is the break-out of cost:

\$222,500 Fire Marshall Addition

\$ 32,500 Septic Tank Relocation

As for the process to begin to solicit for bids, this would allow us to bid the Pre-Engineered Metal Building immediately after today so that a manufacturer can be selected by the time the GMP is received and be on-board throughout CD's. this will expedite detailing and give us an opportunity to make-up some time lost.

Agenda Item Routing Form

DESCRIPTION OF Item: Consider the Fire Marshall Add Alternate to the RPTP building at a cost of \$255,000 and possible action to begin the process to solicit for bid the selection of the Pre-Engineered Metal Building Manufacturer

PREFERRED MEETING DATE REQUESTED: April 13, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$255,000.00

LINE ITEM NUMBER: 001-645-00.5741

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Discussion and possible action to establish a priority list of capital improvement projects.

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

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

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: We are getting ready for the next budget cycle and prioritizing projects during what could be a tight budget year would be beneficial. Currently all projects are being directly by different Commissioners/Judge and during this decentralized process there is not one entity tracking expenditures as a whole. This workshop is intended to update the court on all projects and to solicit a priority list. Updates on projects, government center, RTP building, Precinct 2 and 3 offices, jail construction and study. Costs incurred to date by each project. We are currently updating the cost per project spreadsheet and will provide before Tuesdays meeting.

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 existing and/or contemplated litigation related to claims by 1) PBS&J, 2) William Montague and 3) various small claims.

Possible action may follow in open Court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: April 13, 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.

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 Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding land acquisition and related concerns associated with the expansion of the RPTP facility on Yarrington Road. Possible action may follow in open Court.

TYPE OF ITEM: Executive Session

PREFERRED MEETING DATE REQUESTED: April 13, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

Summary to be provided in Executive Session.

