

**Commissioners Court -July 12, 2011
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 **12th day of July, 2011**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag

ROLL CALL

PRESENTATIONS & PROCLAMATIONS

1	4	Presentation to recognize Hays County 4-H members who participated in Texas 4-H Roundup events held June 13-16 at Texas A&M University in College Station. COBB
---	---	--

PUBLIC COMMENTS

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

CONSENT ITEMS

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

2	5	Approve payments of county invoices. HERZOG
3	6-11	Approve Commissioners Court Minutes of June 28, 2011. COBB/GONZALEZ
4	12-13	Amend Justice of the Peace 3 budget for travel expenses. COBB/CABLE
5	14-15	Amend the Budget in General Fund for Developmental Services postage. COBB/GARZA
6	16-17	Amend the Budget of the Treasurer in General Fund for Continuing Education. COBB
7	18-19	Accept funds from the City of Woodcreek associated with the Lower Colorado River Authority grant for the Jacob's Well project in the amount of \$53,223.00 and amend the budget accordingly. CONLEY/HERZOG/HAUFF
8	20-21	Amend the Budget in General Fund of the Tax Office to purchase Truth in Taxation software. COBB/CARAWAY
9	22-25	Approve specifications for RFP #2011-P16 "Audit for Hays County" and authorize Purchasing to solicit for proposals and advertise. COBB
10	26-43	Approve Utility Permits. COBB
11	44-48	Approve asset transfer requests for (2) vehicles from the Sheriff's Office to the Investigator's Office of the Criminal District Attorney. COBB
12	49-61	Approve the April 2011 and May 2011 Treasurer's Reports and Investment Reports. COBB
13	62-63	Accept contributions for the Historical Commission-documentaries and amend the budget for use of those funds for direct expenses related to the project and amend budget accordingly. COBB/JOHNSON

ACTION ITEMS

ROADS

14	64	Hold a Public Hearing with possible action to establish traffic regulations (speed limit) on Posey Road between Railroad Tracks and Hunter Road in Pct. 1. INGALSBE/BORCHERDING
----	----	---

SUBDIVISIONS

15	65-67	11-3-3 Resubdivision of lot 5B, Green Acres Subdivision (2 lots). Hold public hearing; discussion and possible action to approve final plat. CONLEY/BOTKIN
16	68-69	10-4-47 Resubdivision of Lots 103 and 104, Rolling Oaks Subdivision, Section 4 (2 lots). Hold public hearing; discussion and possible action to approve final plat. WHISENANT/BOTKIN

MISCELLANEOUS

17	70-82	Discussion and possible action to approve increasing the not-to-exceed fee and compensation cap on the Loomis Partners Professional Service Agreement for necessary additional services on the RM 2325 project in Precinct 3. CONLEY
18	83	Discussion and possible action to authorize the County Judge to execute the Professional Services Agreement for the FM 1626 North Project with Reynolds, Smith and Hills CS, Incorporated (RS&H). JONES
19	84-97	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with Halff Associates, Inc. for limited flood protection planning studies associated with drainages in the Lower Colorado River Basin. WHISENANT/HAUFF
20	98-107	Discussion and possible action to authorize the County Judge to approve proposed application for Public Health Emergency Preparedness funding for FY 2012 in the amount of \$122,428.00. INGALSBE/HARGRAVES
21	108	Discussion and possible action to approve the Personal Health Department (PHD) hiring one additional temporary staff for a six to eight week duration during the "Back-to-School" immunization time. INGALSBE/HARGRAVES
22	109-113	Discussion and possible action to provide financial assistance to the Coalition of Central Texas Utilities Development Corporation for Phase 2 Due Diligence on the final bid for the LCRA Water and Wastewater Assets. WHISENANT
23	114-118	Discussion and possible action to authorize the County Judge to execute Change Order #1 to the Solidarity Contracting, LLC contract for construction services related to the LBJ Museum renovations. CONLEY/INGALSBE/KENNEDY
24	119	Discussion and possible action related to the redistricting of Hays County Commissioner Precincts, including identifying a process for public input and developing a time line for public hearings. CONLEY/INGALSBE
25	120-133	Discussion and possible action to approve a Work Authorization for Halff Associates, Inc. to provide utility coordination and subsurface utility engineering services on the RM 967 at Ruby Ranch Road priority road bond project located in Precinct 2. JONES

WORKSHOP

26	134-147	11:30 AM Workshop discussing the new Texas Senate Bill 18 and how it will affect the acquisition of property for Public Projects. COBB
----	---------	---

EXECUTIVE SESSIONS

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

27	148	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: discussion of issues related to a right of way acquisition on FM 1626. Action may follow in open court. JONES
28	149	Executive Session pursuant to §551.071 of the Texas Government Code, regarding Civil Action No. 1:11-CV-00145 (styled "Robert Threadgill vs. David Clay Bain, et. al.") in the Western Federal District Court, Civil Action No. 1:11-cv-233-SS (styled "William G., et. al. vs. Wimberley I.S.D., et. al.") in the Western Federal District Court, and Civil Action No. A-11-CA-343 LY (styled "Mark David Simmons v. Hays County Sheriff's Department, et. al.") in the Western Federal District Court; and pending litigation related thereto. Possible action may follow in open court. COBB

STANDING AGENDA ITEMS

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

28	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS
29	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
30	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. COBB
31	Discussion and possible action to approve hiring, transfer and/or promotion of vacant position(s). The intent of the standing agenda item is to recognize deadline restraints and remove barriers or bottlenecks for hiring managers when presenting to Commissioners Court key positions they feel are needed to be filled. COBB/BAEN
32	Discussion of material relating to the Hays County Water and Wastewater Authority and/or the LCRA divestiture. WHISENANT

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 8th day of July, 2011

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Presentation to recognize Hays County 4-H members who participated in Texas 4-H Roundup events held June 13-16 at Texas A&M University in College Station.

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Parrish/Petty

SPONSORED BY: COBB

The 4-H members were honored with scholarships and other awards. We also had a 4-H Volunteer receive the Texas 4-H Alumni Award.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Approve payment of County invoices.

CHECK ONE:	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> ACTION	<input type="checkbox"/> EXECUTIVE SESSION
	<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> PROCLAMATION	<input type="checkbox"/> PRESENTATION

PREFERRED MEETING DATE REQUESTED: 7/12/11

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES JUNE 28, 2011.

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: GONZALEZ

SPONSORED BY: COBB

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 28TH DAY OF JUNE A.D., 2011, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ALBERT H. COBB, JR	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
MARK JONES	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
RAY O. WHISENANT, JR.	COMMISSIONER, PCT. 4
LIZ Q. GONZALEZ	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Brother Carl Clark from the United Methodist Church Driftwood Texas gave the invocation and Judge Cobb led the court in the Pledge of Allegiance to the flags. Judge Cobb called the meeting to order.

Public Comment

Sarah Gibson of Clean Air Force of Central Texas made a public comment.

28173 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve payments of county invoices in the amount of \$1,501,543.68 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

28174 APPROVE COMMISSIONERS COURT MINUTES OF JUNE 21, 2011

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve Commissioners Court Minutes of June 21, 2011 as presented by the County Clerk. All voting "Aye". MOTION PASSED

28175 APPROVE AWARD OF BID #2011-B05 "A/C & HEATING SERVICES COUNTYWIDE" TO AVATT SERVICES

Purchasing received 5 bids from Avatt Services, Toloer Service Co., Logic Mechanical, Inc., Classic Aire Mechanical Inc., and San Marcos A/C Inc. with Avatt providing the lowest and best bid for the services. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve award of bid #2011-B05 "A/C & Heating Services Countywide to Avatt Services. All voting "Aye". MOTION PASSED

28176 APPROVE THE FEBRUARY 2011 AND MARCH 2011 TREASURER'S REPORTS AND INVESTMENT REPORTS

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve the February 2011 and March 2011 Treasurer's Reports and Investment Reports. All voting "Aye". MOTION PASSED

28177 AUTHORIZE THE COUNTY JUDGE TO REQUEST FUNDS FROM THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS ASSOCIATED WITH UNCLAIMED CAPITAL CREDITS RECEIVED FROM ELECTRIC COOPERATIVES AND TO CERTIFY THAT USE OF THE FUNDS WILL BE FOR A PROGRAM AS SPECIFIED UNDER LOCAL GOVERNMENT CODE, SECTION 381.004

The Texas Comptroller is authorized, under Section 74.602 of the Texas Property Code, to allocate a portion of the monies associated with unclaimed capital credits received from electric cooperatives back to counties in the cooperative's service area for use to support programs under Section 381.004 of the Local Government Code. The County must request these funds and certify that funds will be used for purposes as specified under Section 381.004. Similar letters have been received from the Comptroller's Office in previous years, and the funding received from the Comptroller's Office in previous years, and the funding received has ranged from approximately \$500 to a little over \$1000. The current amount available has not yet been determined. The County can address use of the funds under Section 381.04(b) (3) to stimulate, encourage, and develop business location and commercial activity in the county through partnership with the Greater San Marcos Economic Development Council. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to authorize the County Judge to request funds from the Texas Comptroller of Public Accounts associated with unclaimed capital credits received from electric cooperatives and to certify that use of the funds will be for a program as specified under Local Government Code, Section 381.004 and upon receipt amend the budget accordingly. All voting "Aye". MOTION PASSED



JUNE 28, 2011

VOLUME U PAGE 617

28178 AUTHORIZE INSTITUTIONAL OSSF PERMIT FOR AN OLIVE OIL PROCESSING PLANT TASTING AND RETAIL ROOM AND COOKING DEMONSTRATION KITCHEN LOCATED AT 2530 WEST FITZHUGH ROAD, DRIPPING SPRINGS, TX 78620, IN PRECINCT 4

Rick Mensik, Texas Hill Country Olive Orchard is proposing an OSSF to serve an olive oil processing plant tasting and retail room and cooking demonstration kitchen. This property is located at 2530 West Fitzhugh, Dripping Springs, Texas in Precinct 4. The property is 17.19 acres. It is an Aerobic Treatment Unit using low pressure dosing dispersal designed by Derrick Lormand, R.S. The On Site Sewage Facility is designed for a maximum wastewater flow of 300 gpd for a maximum of 4 employees and 10 customers per weekday and 30 customers per weekend day. Water is supplied by a proposed public water well. This on-site sewage facility was originally authorized for construction on 03-16-2011. Reauthorization is needed due to a change in the location and size of the dispersal/drainfield component of the system. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to authorize institutional OSSF Permit for an olive oil processing plant tasting and retail room and cooking demonstration kitchen located at 2530 West Fitzhugh Road, Dripping Springs, TX 78620, in Precinct 4. All voting "Aye". MOTION PASSED

28179 APPROVE ASSET TRANSFER REQUESTS FOR (6) VEHICLES FROM THE SHERIFF'S OFFICE TO VARIOUS HAYS COUNTY DEPARTMENTS

The following vehicles have been requested for transfer from the Sheriff's Office: Ford Expedition, VIN# 1FMPV15L33LB84067 to Building Maintenance, Ford F-150, VIN# 1FTRF17W1YKA31831 to Building Maintenance, 2005 Chevy Pickup, VIN# 1GCEC19T95E263730 to the Parks Department to replace a 1994 Chevy that will be sold at auction, 2005 Ford Crown Victoria, VIN# 2FAFP71W15X129851 to Constable Pct.1 to replace a 2002 Ford Crown Victoria, VIN# 2FAF71W52X132862; the 2005 vehicle currently in the Sheriff's Office is in much better condition than the one Constable Peterson is utilizing and is full equipped, so no additional equipment will be needed, 2003 F-150, VIN# 1FTPX17W83NA81985 to the Juvenile Center, F-150 VIN# 1FTRX17W83NA81985 to the Juvenile Center, and F-150 VIN# 1FTRX17W12KB57224 to the Civic Center. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve asset transfer requests for (6) vehicles from the Sheriff's Office to various Hays County Departments. All voting "Aye". MOTION PASSED

28180 CALL FOR A PUBLIC HEARING ON JULY 12, 2011 TO SET TRAFFIC REGULATIONS ON POSEY ROAD IN PRECINCT 1

Staff recommends a 25 MPH speed limit on Posey Road from railroad tracks west to Hunter Road. There is a daycare facility on this portion of the roadway which justifies the lower speed limit. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to call for a public hearing on July 12, 2011 to set traffic regulations on Posey Road in Precinct 1. All voting "Aye". MOTION PASSED

28181 RELEASE THE MAINTENANCE SURETY IN THE AMOUNT OF \$8,200.00 AND ACCEPT FOR MAINTENANCE ALL ROAD AND DRAINAGE IMPROVEMENTS WITHIN COUNTY ROW FOR THE MARTINEZ ADDITION SUBDIVISION IN PRECINCT 2

Transportation Director Jerry Borcharding gave staff recommendation for maintenance. Currently the county is holding a letter of credit in the amount for \$8200.00. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to release the Maintenance Surety in the amount of \$8,200.00 and accept for Maintenance all road and drainage improvements within county ROW for the Martinez Addition Subdivision in Precinct 2. All voting "Aye". MOTION PASSED

28182 ACCEPT THE STREET AND DRAINAGE IMPROVEMENTS IN HIGHPOINTE SUBDIVISION PHASE 4 SECTION 1A AND 1B; RELEASE THE CONSTRUCTION SURETY IN THE AMOUNT OF \$1,180,747.95

Transportation Director Jerry Borcharding gave staff recommendation. The subdivision will be served by private roads; therefore no additional maintenance surety will be required. Currently Hays County is holding a construction bond in the amount of \$1,180,747.95. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to accept the street and drainage improvements in Highpointe Subdivision Phase 4 Section 1A and 1B and release the Construction Surety in the amount of \$1,180,747.95. All voting "Aye". MOTION PASSED

28183 RELEASE THE RE-VEGETATION SURETY IN THE AMOUNT OF \$14,803 FOR HIGHPOINTE SUBDIVISION PHASE 4 SECTION 1A AND 1B

Transportation Director Jerry Borcharding gave staff recommendation. In November 10, 2009 Hays County accepted a bond to cover the cost of re-vegetation of the street and drainage improvements in both sections. Staff has inspected the progress and recommends release of the re-vegetation in the amount of \$14,803. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to release the Re-Vegetation Surety in the amount of \$14,803 for Highpointe Subdivision Phase 4 Section 1A and 1B. All voting "Aye". MOTION PASSED



28184 AMEND THE SHERIFF'S OFFICE AND JAIL BUDGETS TO REPLACE OUTDATED BULLETPROOF VESTS

Captain Mike Davenport of the Sheriff's Office spoke of the bulletproof vests need to be replace every five years and the Sheriff's Office would like to purchase 23 vests that are currently outdated and five vests for newly hired employees. Amount required \$23,492 (001-618-99-001.5717). A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to amend the Sheriff's Office and Jail Budgets to replace outdated bulletproof vests. All voting "Aye". MOTION PASSED

28185 AUTHORIZE THE COUNTY JUDGE TO SUBMIT A GRANT APPLICATION TO THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS FOR UP TO \$25,200.00 FOR THE PURCHASE OF BULLETPROOF VESTS

Grants Director Jeff Hauff spoke of the grant. The U.S Department of Justice, Office of Justice Programs offers a matching grant through the Bulletproof vest Partnership Program for the purchase of bulletproof vests for law enforcement officers. This program will provide reimbursement for 50% of the cost of each vest. This protective gear is issued to new officers and the vests are on a regular replacement schedule every five years, as the effectiveness of the vest diminishes over time and is required to be replaced. The application will request matching funds for 28 vests, both for new and for those vests that are scheduled for replacement. There is a recurring need for vests every year due to the replacement schedule. The Sheriff's Office has utilized this grant program for several years to help offset the costs of the vests. The total cost of the purchase is expected to be \$25,200.00 for 28 vests, and the matching funds requested will be for \$12,600.00. The application is required to be submitted electronically and is due on July 7, 2011. Amount required \$12,600.00-50% match 001-618-99-001.4301-budget for Fiscal Year 2012. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to authorize the County Judge to submit a Grant Application to the U.S. Department of Justice, Office of Justice Programs for up to \$25,200.00 for the purchase of bulletproof vests. All voting "Aye". MOTION PASSED

28186 CANCEL JULY 5TH COMMISSIONERS COURT MEETING

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to cancel the July 5th Commissioners Court Meeting. All voting "Aye". MOTION PASSED

28187 RE-APPOINT M. SCOTT ROBERTS TO DIRECTOR, POSITION #5 ON THE DRIFTWOOD ECONOMIC DEVELOPMENT MUNICIPAL MANAGEMENT DISTRICT'S BOARD OF DIRECTORS

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to re-appoint M. Scott Roberts to Director, Position #5 on the Driftwood Economic Development Municipal Management District's Board of Directors. All voting "Aye". MOTION PASSED

28188 ACCEPT THE RESIGNATION OF HAYS COUNTY EMERGENCY SERVICES DISTRICT #1 COMMISSIONER JIM SPENCER AND APPOINT RUSSELL G. MOLENAAR, SR. TO FILL THAT UNEXPIRED TERM EFFECTIVE JUNE 28, 2011

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to accept the resignation of Hays County Emergency Services District #1 Commissioner Jim Spencer and appoint Russell G. Molenaar, Sr. to fill that unexpired term effective June 28, 2011. All voting "Aye". MOTION PASSED

28189 AUTHORIZE THE COUNTY JUDGE TO EXECUTE SUB-AWARD AGREEMENTS WITH TEXAS STATE UNIVERSITY FOR GRANT FUNDS FOR THE COUNTY'S PARTICIPATION IN THE ADVANCED LAW ENFORCEMENT RAPID RESPONSE TRAINING (ALERT) PROGRAM

Grants Director Jeff Hauff spoke of the grant and of sub-award agreements that are essentially a renewal of annual grants received from Texas State University to fund the salary of an officer (Sergeant-Director of Training) in the Sheriff's Office involved in training and support for the ALERT program. The ALERT program facilities provide all local Hays County law enforcement agencies with firearms and critical/tactical incident training, and are an integral part of the annual Texas Commission of Law Enforcement Training Academy inspection process. Two agreements totaling \$86,020.00 are included Sub-award Agreement No. 8000001412.1-\$46,000, Sub-award Agreement No. 8000001480.1-\$40,020.00. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to authorize the County Judge to execute Sub-Award Agreements with Texas State University for Grant Funds for the County's participation in the Advanced Law Enforcement Rapid Response Training (ALERT) Program. All voting "Aye". MOTION PASSED



JUNE 28, 2011

VOLUME U PAGE 619

28190 AUTHORIZE COUNTY STAFF AND THE PURCHASING OFFICE TO DEVELOP AND SOLICIT A REQUEST FOR QUALIFICATIONS (RFQ) FOR DEVELOPMENT OF A MASTER PLAN FOR THE JACOB'S WELL PROPERTY

Grants Director Jeff Hauff spoke. The recent acquisition by the County of the property surrounding Jacob's Well, there is a need for a Master Plan for development of the property for public use. A team of County staff including the Parks Administrator, Grants Administrator, Legal Counsel, and possibly others will develop criteria for the Master Plan and proceeds and work with the Purchasing Office to develop and solicit a RFQ for consultant services. A key component of the criteria will include public input in the planning process. Funding is available from the \$400,000. Park Bond Funds already issued for the project. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to authorize county staff and the Purchasing Office to develop and solicit a Request For Qualifications (RFQ) for development of a Master Plan for the Jacob's Well Property. All voting "Aye". MOTION PASSED

28191 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE 2011 TAX ABATEMENT CERTIFICATES FOR CFAN, GENLYTE - HADCO DIVISION, AND GENLYTE - WIDE-LITE DIVISION PER PREVIOUSLY APPROVED AGREEMENTS

Tax Abatement Certificates for CFAN, Genlyte-HADCO Division, and Genlyte-Wid-Lite Division have been prepared per previously approved Tax Abatement Agreements. The agreements provide for tax abatements based on a ratio of current employment numbers to employment numbers provided in the agreements. These abatements will be up after next year 2012. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to authorize the County Judge to execute the 2011 Tax Abatement Certificates for CFAN, GENLYTE - HADCO Division, and GENLYTE - Wide-Lite Division per previously approved Agreements. All voting "Aye". MOTION PASSED

28192 APPROVE THE PROJECT LIST REGARDING HAYS COUNTY'S REQUEST FOR CAPITAL AREA METROPOLITAN PLANNING ORGANIZATION (CAMPO) FUNDING AND TO AUTHORIZE THE COUNTY JUDGE SUBMIT AN APPLICATION FOR THE FUNDING OF THESE PROJECTS

Mike Aulick from CAMPO spoke the Hays County projects to be submitted for Campo Funding. Project's on State Highway System for Joint Application with TxDot and projects on county roadways. Jeff Barton former Commissioner Pct 2 and a Buda landowner spoke. A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve the Project List regarding Hays County's request for Capital Areal Metropolitan Planning Organization (CAMPO) funding and to authorize the County Judge to submit an Application for the funding of these projects. All voting "Aye". MOTION PASSED

An amended motion was made by Commissioner Conley, seconded by Commissioner Whisenant to approve the Project List regarding Hays County's request for Capital Areal Metropolitan Planning Organization (CAMPO) funding and to authorize the County Judge to submit an Application for the funding of these projects and include a not to exceed \$40,000. All voting "Aye". MOTION PASSED

28193 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO RIGHT OF WAY ACQUISITION ON RANCH ROAD 12

Court convened into closed executive session at 10:35 a.m. and reconvened into open meeting at 10:53 a.m. In attendance were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb and Ellie Dietz. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to approve a purchase contract between Hays County and Ingram Ranches LTD for two tracts of land totaling 24.875 acres in the amount of \$700,000.00 in which the county has already paid \$496,800.00 therefore the remaining balance is \$203,200.00 for the property as described and to authorize the County Judge to sign the purchase contract with one condition that the Exhibit C where it is noted about the relocation of a fence that a number by an estimated of the county is put into that blank spot to address issues into the future. All voting "Aye". MOTION PASSED

28194 BURN BAN AND/OR THE LOCAL DISASTER DECLARATION

Burn Ban is still effect. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to keep the burn ban still effect. All voting "Aye". MOTION PASSED

Clerk's Note Agenda Item #23 RE: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS-was pulled



DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR

Dan Wegmiller with Specialized Public Finance Inc. spoke of the Standard & Poor Ratings Services assigned it's AA long-term rating to Hays County Texas limited tax bonds series 2011, unlimited tax road bonds series 2011, and pass-through toll revenue and unlimited tax bonds series 2011. Hays County financial position is solid, aided by prudent financial management and conservative budgeting. Jeff Watson from HNTB spoke and gave an update on the Road Bond Projects.

Clerk's Note Agenda Item #25 RE: PRESENTATIONS BY DEPARTMENT HEADS TO UPDATE AND INFORM THE COMMISSIONERS COURT OF DEPARTMENT STRUCTURE, PERFORMANCE, AND GOALS ~~was pulled~~

28195 APPROVE HIRING, TRANSFER AND/OR PROMOTION OF VACANT POSITION(S)

Beverly Crumley, District Clerk has an opening in the bookkeeping department the previous bookkeeper was on FLMA is not returning back to work and would like to fill the position. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to hire a bookkeeper in the District Clerk Offices. All voting "Aye". MOTION PASSED

Jerry Borcharding, Director of Transportation department requested that he be able to advertise and fill 8 open positions in his department either through promotion from within the Department or by hiring from the outside. One position will not be open until two weeks from today's date. Mr. Borcharding also asked permission to fill positions that are opened up through the promotion process. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to hire and fill open positions.

DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND WASTEWATER AUTHORITY AND/OR THE LCRA DIVESTITURE

Commissioner Whisenant spoke of the Hays County Water and Wastewater Authority has had three meetings and the next meeting will be held Tuesday July 5, 2011 at 10:00 a.m. in the Hays County Commissioners Court Room and would like the public to attend.

Clerk's Note Agenda Item #28 RE: DISCUSSION AND POSSIBLE ACTION REGARDING CAMPO'S CALL FOR PROJECTS THAT WOULD BE FUNDED BY FEDERAL STIMULUS MONIES ~~was pulled~~

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to adjourn.

I, LIZ Q. GONZALEZ, 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 JUNE 28, 2011.



**LIZ Q. GONZALEZ, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS**

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend Justice of the Peace 3 budget for travel expenses.

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

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: \$100

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-628-00.5501

REQUESTED BY: Andy Cable

SPONSORED BY: Judge Bert Cobb, M.D.

The JP3 office staff has occasion to travel within the County on official County business. A travel line item is needed to reimburse mileage costs associated with this travel.

Budget Amendment:

Decrease Books & Periodicals: 001-628-00.5213 - (100)

Increase Travel: 001-628-00.5501 - 100

**AMENDMENT
NO. 2011-033 CC
FY2011 Budget
7/12/2011**

**FUND NO. 01
FUND TITLE: GENERAL FUND**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<u>Development Services (657):</u>				
001-657-00.5212 Postage	6,000	3,000		9,000
<u>Countywide Operations (645):</u>				
001-645-00.5399 Contingencies	58,200		(3,000)	55,200
Transfer for replacement postage used on regulation mail-out				
<u>Treasurer (620):</u>				
001-620-00.5551 Continuing Ed.	3,800	650		4,450
001-620-00.5501 Travel	1,150		(650)	500
Transfer for needed training/conference cost				
<u>Tax Office (619):</u>				
001-619-00.5718 Software	0	748		748
001-619-00.5212 Postage	78,000		(748)	77,252
Transfer for purchase of truth in taxation software				
<u>Justice of Peace 3 (628):</u>				
001-628-00.5501 Travel	0	100		100
001-628-00.5213 Books	300		(100)	200
Transfer for staff travel from books saving				
<u>Misc/Countywide Grant Projects/Jacob's Well (899-99-407):</u>				
001-899-99-407.5611_700 Construction	0	53,223		53,223
<u>Revenue</u>		<u>Decreases</u>	<u>Increases</u>	
001-899-99-407.4304 Intergovernmental	0		53,223	53,223
Accept and budget Woodcreek payment per agreement for Jacob's Well				
<u>Historical Commission/Documentaries (676-00-055):</u>				
001-676-00-055.5448 Contract Svcs.	10,770	6,000		16,770
001-676-00-055.5501 Travel	2,930	9,000		11,930
<u>Revenues</u>		<u>Decreases</u>	<u>Increases</u>	
001-676-00-055.4610 Contributions	16,450		15,000	31,450
Accept & budget donations for Parks Johnson documentary received				

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend Budget in General Fund for Developmental Services postage from Countywide

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

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011

Amount Required: \$ 3,000

**LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-657-00.5212 Dev. Svcs. Postage
from 001-645-00.5399 Contingencies**

REQUESTED BY: Clint Garza/Auditors Office

SPONSORED BY: Cobb

SUMMARY:

Developmental Svcs. postage line needs replacement of regulation/developmental required mailing costs (month of May required over \$3,000); requesting from Contingencies

See Budget Amendment

**FUND NO. 01
FUND TITLE: GENERAL FUND**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<u>Development Services (667):</u>				
001-667-00.5212 Postage	6,000	3,000		9,000
<u>Countywide Operations (645):</u>				
001-645-00.5399 Contingencies	58,200		(3,000)	55,200
Transfer for replacement postage used on regulation mail-out				
<u>Treasurer (620):</u>				
001-620-00.5551 Continuing Ed.	3,800	650		4,450
001-620-00.5501 Travel	1,150		(650)	500
Transfer for needed training/conference cost				
<u>Tax Office (619):</u>				
001-619-00.5718 Software	0	748		748
001-619-00.5212 Postage	78,000		(748)	77,252
Transfer for purchase of truth in taxation software				
<u>Justice of Peace 3 (628):</u>				
001-628-00.5501 Travel	0	100		100
001-628-00.5213 Books	300		(100)	200
Transfer for staff travel from books saving				
<u>Misc/Countywide Grant Projects/Jacob's Well (899-99-407):</u>				
001-899-99-407.5611_700 Construction	0	53,223		53,223
<u>Revenue</u>		<u>Decreases</u>	<u>Increases</u>	
001-899-99-407.4304 Intergovernmental	0		53,223	53,223
Accept and budget Woodcreek payment per agreement for Jacob's Well				
<u>Historical Commission/Documentaries (676-00-055):</u>				
001-676-00-055.5448 Contract Svcs.	10,770	6,000		16,770
001-676-00-055.5501 Travel	2,930	9,000		11,930
<u>Revenues</u>		<u>Decreases</u>	<u>Increases</u>	
001-676-00-055.4610 Contributions	16,450		15,000	31,450
Accept & budget donations for Parks Johnson documentary received				

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend Budget of Treasurer in General Fund for Continuing Ed.

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

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011

Amount Required: \$ 650

**LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-620-00.5551 Continuing Ed.
from 001-620-00.5501 Travel**

REQUESTED BY: Michele Tuttle

SPONSORED BY: Cobb

SUMMARY:

**Additional funds are needed in Continuing Ed. for training/conferences costs from Travel savings.
See Budget Amendment**

**AMENDMENT
NO. 2011-033 CC
FY2011 Budget
7/12/2011**

**FUND NO. 01
FUND TITLE: GENERAL FUND**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<u>Development Services (657):</u>				
001-657-00.5212 Postage	6,000	3,000		9,000
<u>Countywide Operations (645):</u>				
001-645-00.5399 Contingencies	58,200		(3,000)	55,200
Transfer for replacement postage used on regulation mail-out				
<u>Treasurer (620):</u>				
001-620-00.5551 Continuing Ed.	3,800	650		4,450
001-620-00.5501 Travel	1,150		(650)	500
Transfer for needed training/conference cost				
<u>Tax Office (619):</u>				
001-619-00.5718 Software	0	748		748
001-619-00.5212 Postage	78,000		(748)	77,252
Transfer for purchase of truth in taxation software				
<u>Justice of Peace 3 (628):</u>				
001-628-00.5501 Travel	0	100		100
001-628-00.5213 Books	300		(100)	200
Transfer for staff travel from books saving				
<u>Misc/Countywide Grant Projects/Jacob's Well (899-99-407):</u>				
001-899-99-407.5611_700 Construction	0	53,223		53,223
<u>Revenue</u>		<u>Decreases</u>	<u>Increases</u>	
001-899-99-407.4304 Intergovernmental	0		53,223	53,223
Accept and budget Woodcreek payment per agreement for Jacob's Well				
<u>Historical Commission/Documentaries (676-00-055):</u>				
001-676-00-055.5448 Contract Svcs.	10,770	6,000		16,770
001-676-00-055.5501 Travel	2,930	9,000		11,930
<u>Revenues</u>		<u>Decreases</u>	<u>Increases</u>	
001-676-00-055.4610 Contributions	16,450		15,000	31,450
Accept & budget donations for Parks Johnson documentary received				

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Accept funds from the City of Woodcreek associated with the Lower Colorado River Authority grant for the Jacob's Well project in the amount of \$53,223.00 and amend the budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: No matching funds required

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-899-99-407.4304

REQUESTED BY: Herzog/Hauff

SPONSORED BY: Conley

SUMMARY:

On May 24, 2011 the Commissioners Court approved an Interlocal Cooperation Contract between the City of Woodcreek, the Lower Colorado River Authority(LCRA), and the County to accept responsibilities for, and the remainder of, LCRA grant funds awarded for development of the Jacob's Well project. The amount of these remaining funds was \$53,223.00 as stated in the agreement, to be transferred from Woodcreek to the County. The purpose of this item is to accept the check from Woodcreek in the above-stated amount and amend the budget to account for these funds.

Budget Amendment:

Increase Revenue: 001-899-99-407.4304 (53,223)

Budget Expense: 001-899-99-407.5611_700 53,223

**AMENDMENT
NO. 2011-033 CC
FY2011 Budget
7/12/2011**

**FUND NO. 01
FUND TITLE: GENERAL FUND**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<u>Development Services (657):</u>				
001-657-00.5212 Postage	6,000	3,000		9,000
<u>Countywide Operations (645):</u>				
001-645-00.5399 Contingencies	58,200		(3,000)	55,200
Transfer for replacement postage used on regulation mail-out				
<u>Treasurer (620):</u>				
001-620-00.5551 Continuing Ed.	3,800	650		4,450
001-620-00.5501 Travel	1,150		(650)	500
Transfer for needed training/conference cost				
<u>Tax Office (619):</u>				
001-619-00.5718 Software	0	748		748
001-619-00.5212 Postage	78,000		(748)	77,252
Transfer for purchase of truth in taxation software				
<u>Justice of Peace 3 (628):</u>				
001-628-00.5501 Travel	0	100		100
001-628-00.5213 Books	300		(100)	200
Transfer for staff travel from books saving				
<u>Misc/Countywide Grant Projects/Jacob's Well (899-99-407):</u>				
001-899-99-407.5611_700 Construction	0	53,223		53,223
<u>Revenue</u>		<u>Decreases</u>	<u>Increases</u>	
001-899-99-407.4304 Intergovernmental	0		53,223	53,223
Accept and budget Woodcreek payment per agreement for Jacob's Well				
<u>Historical Commission/Documentaries (676-00-055):</u>				
001-676-00-055.5448 Contract Svcs.	10,770	6,000		16,770
001-676-00-055.5501 Travel	2,930	9,000		11,930
<u>Revenues</u>		<u>Decreases</u>	<u>Increases</u>	
001-676-00-055.4610 Contributions	16,450		15,000	31,450
Accept & budget donations for Parks Johnson documentary received				

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend Budget in General Fund of Tax Office to purchase Truth in Taxation software.

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

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011

Amount Required: \$ 748

LINE ITEM NUMBER OF FUNDS REQUIRED: to 001-619-00.5718 Software

from 001-619-00.5212 Postage

REQUESTED BY: Luanne Caraway/Auditors Office

SPONSORED BY: Cobb

SUMMARY:

Tax Office needs to order truth in taxation software update; requires transfer from postage savings

See Budget Amendment

**AMENDMENT
NO. 2011-033 CC
FY2011 Budget
7/12/2011**

**FUND NO. 01
FUND TITLE: GENERAL FUND**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<u>Development Services (657):</u>				
001-657-00.5212 Postage	6,000	3,000		9,000
<u>Countywide Operations (645):</u>				
001-645-00.5399 Contingencies	58,200		(3,000)	55,200
Transfer for replacement postage used on regulation mail-out				
<u>Treasurer (620):</u>				
001-620-00.5551 Continuing Ed.	3,800	650		4,450
001-620-00.5501 Travel	1,150		(650)	500
Transfer for needed training/conference cost				
<u>Tax Office (619):</u>				
001-619-00.5718 Software	0	748		748
001-619-00.5212 Postage	78,000		(748)	77,252
Transfer for purchase of truth in taxation software				
<u>Justice of Peace 3 (628):</u>				
001-628-00.5501 Travel	0	100		100
001-628-00.5213 Books	300		(100)	200
Transfer for staff travel from books saving				
<u>Misc/Countywide Grant Projects/Jacob's Well (899-99-407):</u>				
001-899-99-407.5611_700 Construction	0	53,223		53,223
<u>Revenue</u>		<u>Decreases</u>	<u>Increases</u>	
001-899-99-407.4304 Intergovernmental	0		53,223	53,223
Accept and budget Woodcreek payment per agreement for Jacob's Well				
<u>Historical Commission/Documentaries (676-00-055):</u>				
001-676-00-055.5448 Contract Svcs.	10,770	6,000		16,770
001-676-00-055.5501 Travel	2,930	9,000		11,930
<u>Revenues</u>		<u>Decreases</u>	<u>Increases</u>	
001-676-00-055.4610 Contributions	16,450		15,000	31,450
Accept & budget donations for Parks Johnson documentary received				

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve specifications for RFP #2011-P16 "Audit for Hays County" and authorize Purchasing to solicit for proposals and advertise.

CHECK ONE

X CONSENT

☐

ACTION

☐

EXECUTIVE SESSION

☐

WORKSHOP

☐

PROCLAMATION

☐

PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Bert Cobb

SUMMARY: see attached specifications

REQUEST FOR PROPOSAL
FOR THE AUDIT OF HAYS COUNTY

RFP #2011-P16

Periodically, County Government requires the expertise of outside service organizations for technical and/or management assistance. Texas law requires County Commissioner's Court to engage an outside accounting firm to audit the County's financial statements and internal controls.

The purpose of the external audit is to examine and report on the various funds and account groups of Hays County, as required by Section 115.031 of the Texas Local Government Code. The ultimate objective of the audit will be to render opinions of Hays County financial statements based on the facts and circumstances at the date of the audit.

The examination should be made in accordance with (1) generally accepted auditing standards as prescribed by the American Institute of Certified Public Accountants (AICPA), (2) the standards set forth for financial audits in the U. S. General Accounting Office's (GAO) Government Auditing Standards (1991), (3) the provisions of the federal Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, (4) U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations, as well as (5) take into consideration the federal and state regulations under which the County operates, and determine if the County is in compliance with those guidelines.

It is anticipated that the firm selected will be engaged for the next three year period commencing with the fiscal year ended September 30, 2011, for purposes of continuity; although contracts/agreements will be utilized to allow for annual flexibility. All proposals should include a brief outline of the methodology that will be used to accomplish the overall goals and objectives. This agreement may be terminated with or without cause by either party by providing written notice to the other party by certified mail. The termination shall be effective thirty (30) days after receipt of the notice.

GENERAL CONDITIONS

- Proposals are solicited for furnishing the services set forth in this request for proposal. Completed proposals must be received in the Purchasing Office before 2:00 p.m. on the "opening date". All proposals must be in a sealed envelope clearly marked with the proposal number and opening date.
- Proposals received in the County Purchasing Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Hays County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Purchasing Office shall be the official time of receipt.
- Proposals may be withdrawn at any time, **prior** to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity.
- The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this proposal.
- The proposer agrees, if this proposal is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this request for proposal will be sixty (60) calendar days unless a different period is noted by proposer.
- Invoices shall be sent directly to the Hays County Auditor, 111 E. San Antonio St., Ste 100, San Marcos, Texas 78666. Payments will be processed after notification that all services have been received satisfactorily.
- Hays County terms of invoice are net 30 days from statement date. All invoices shall include a complete description of what work was performed in one half (1/2) hour increments.
- Any interpretations, corrections or changes to this proposal will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. Addenda will be mailed to all who are known to have received a copy of this request for proposal. Proposers shall acknowledge receipt of all addenda.

OBJECTIVES OF WORK

Objectives of work include, but are not limited to:

- An analysis of Hays County's financial accounting systems and evaluation of their internal controls;
- Examine fiscal year financial statements and issue formal audit opinions as to their fairness, accuracy and comprehensiveness within the framework of the accounting and legal requirements for Hays County;
- Render an audit opinion on the County's annual financial statements in accordance with statutory filing requirements imposed on the County Auditor;
- Render an audit opinion on the annual financial statements as required for Texas Juvenile Probation funds (This portion of the audit should be separately disclosed in the proposal);

- Discuss findings with appropriate County officials and staff;
- Make a presentation of the results to designated County officials and staff.

SCOPE OF WORK

The scope of this work should include but not limited to:

- A review of documents and/or evaluation of Hays County's accounting and related financial systems;
- Preparation of an audit program;
- A system for testing the internal controls of the County;
- Determination of the year-end plan of work;
- Determination of the year-end audit procedures;
 1. Fiscal year financial audit on the fair presentation of the financial statements in conformity with generally accounting principles; the Auditor's opinion must cover the full scope of the Financial Statements and the schedule of Federal Financial Assistance.
 2. A separate financial audit as required by the Texas Juvenile Probation Commission (TJPC) on TJPC funds.
 3. A report on compliance with applicable laws and regulations
 4. State and Federal Grant Single Audit in conformance with OMB Circular A-133
 5. and a report on the internal control structure used in administering federal financial assistance programs
 6. Report on compliance with laws and regulations related to major and non-major federal financial assistance programs. This report should include an opinion on compliance with general requirements applicable to major federal financial assistance programs, and a report on compliance with laws and regulations applicable to non-major federal financial assistance program transactions tested.

PROPOSAL REQUIREMENTS

All proposals shall meet the above stated minimum requirements and include the following:

- a statement of experience and qualifications of the firm;
- resumes on all personnel to be engaged in the project;
- a proposed time schedule for completion of the engagement;
- the estimated cost of the audit in both dollars and man hours; including the maximum fee for which the requested work will be done for each fiscal year;
- a list of client references and engagements of similar nature performed by the firm.
- the most recent Peer Review as required by the AICPA.

OTHER

The proposal shall list, in detail, all schedules to be prepared by County personnel as well the audit procedures which will require the assistance of County personnel to complete.

The audit firm shall indicate the extent of any audit work to be performed in those offices which collect revenue for the County.

Seven copies of the proposal shall be submitted to the office of:

**Hays County Purchasing Office
111 E. San Antonio St. Ste 101
San Marcos, Texas 78666**

**Deadline for submission: July 28, 2011
Before 2:00 p.m.**

Please find attached a copy of:

Year Ended 9/30/2010 County Audited Financial Statements

Year Ended 9/30/2010 Juvenile Probation Audited Financial Statements

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: 7/12/11

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: COBB

<u>Permit</u>	<u>Road Name</u>	<u>Type of Utility</u>
831	Dacy Lane	Water Line
832	Mathis Lane	Water Line
833	Martin Road	Power Line
834	Dacy Lane	Power Line
835	Beauchamp Road	Telephone Line

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



UTILITY PERMIT APPROVAL

Approval of Utility Permit: 831

Application Date: 05/23/2011

Commissioner Court Approval Date: 07/12/11

Company Name: Goforth Special Utility District
Company Address: 8900 Niederwald Strasse
Niederwald, TX 78640

Company Phone: 512-644-4640

Company Contact: Mario Tobias

Type of Utility: Water line

Road Name: Dacy Lane

Subdivision: N/A Pct #: 2

Specs: Water line to be bored and cased under Dacy Ln

County Provisions: Min 36" in depth required; bore and case; bore pits to be compacted to county specification; 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: 5/23/2011

Formal notice is hereby given that Colboth Special Utility District
Company proposes to place a 34" Sewer Pipe
line within the right-of way of Tracy Lane AKA CR205
as follows: (give location, length, general design, etc.)

Ref to the map attachment

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 31st day of May, 2011.

General Special Provisions:

N/A

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 Colboth Special Utility District

Title General Manager

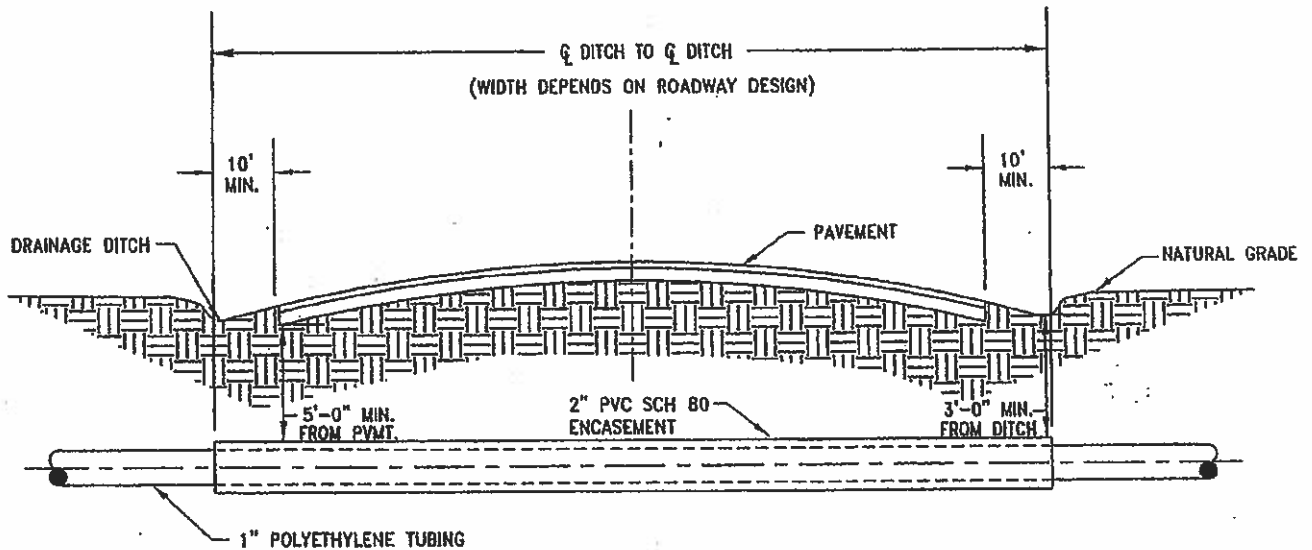
By (Print) David Tobias

Address 8910 Dickinson Road

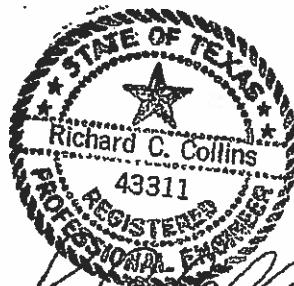
Signature David Tobias

Phone 512-644-4640 G.M. cell

Approved by Hays County Road & Bridge Department		
<u>[Signature]</u>	<u>Inspector</u>	<u>7/6/11</u>
Signature	Title	Date



BORING & ENCASEMENT DETAILS-RURAL



R.C. Collins
5-6-04

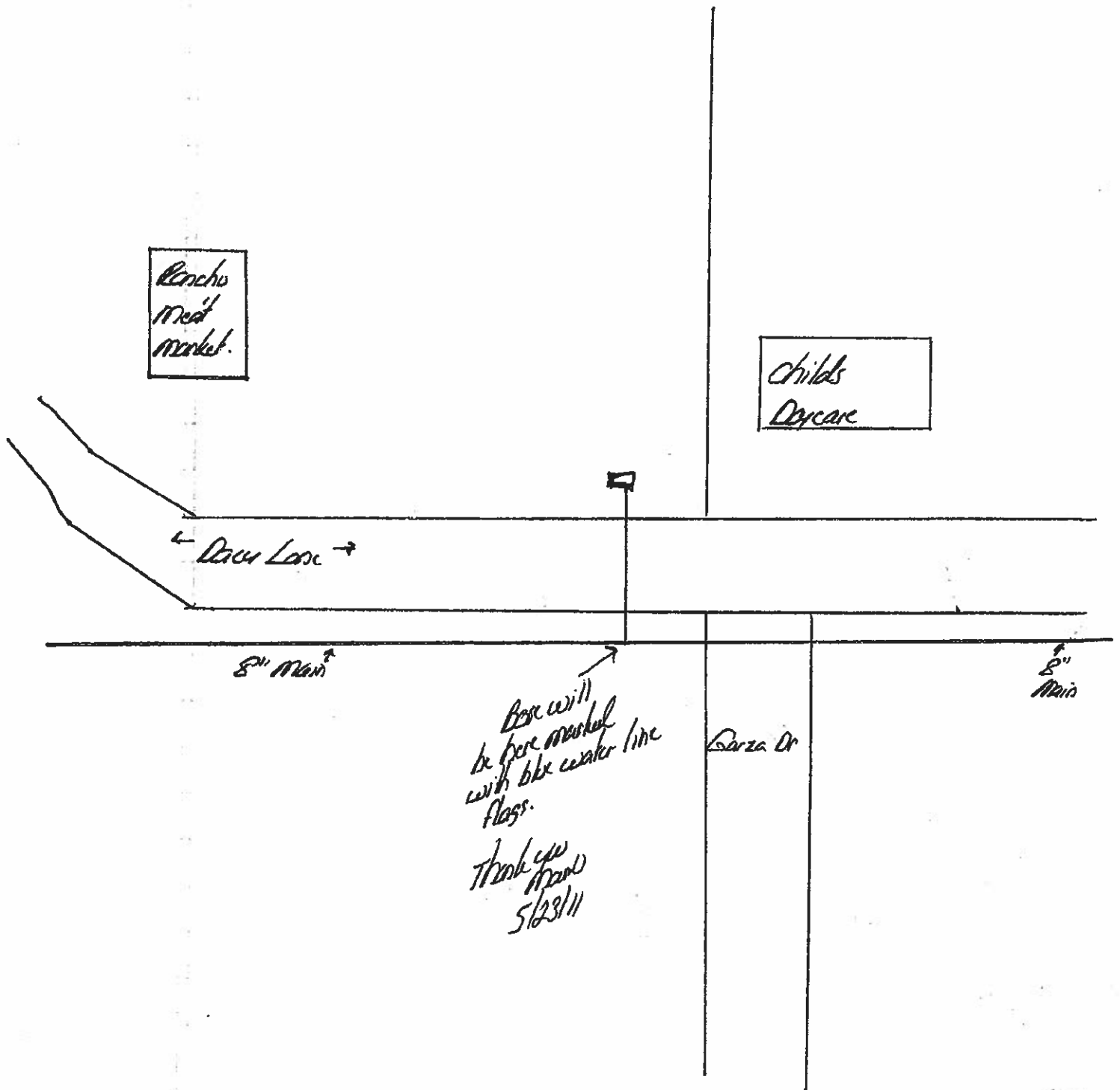
METER SERVICE DETAIL

SCALE : NONE

REV. DATE : 2/04

GOFORTH W.S.C.

Bore at River Lane across Garza Dr. Thank you Mario Tobias



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



UTILITY PERMIT APPROVAL

Approval of Utility Permit: 832

Application Date: 05/27/2011

Commissioner Court Approval Date: 07/12/11

Company Name: Goforth Special Utility District
Company Address: 8900 Niederwald Strasse
Niederwald, TX 78640

Company Phone: 512-644-4640
Company Contact: Mario Tobias

Type of Utility: Water line

Road Name: Mathis Lane

Subdivision: N/A Pct #: 2

Specs: Water line to be bored and cased under Mathis Lane

County Provisions: Min 36" in depth required; bore and case; bore pits to be compacted to county specification; 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: 5/27/2011

Formal notice is hereby given that Coburn Special Utility District
Company proposes to place a San Jose Road, Box
line within the right-of-way of Martha Ln & Doyleland Dr.
as follows: (give location, length, general design, etc.)

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

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

Construction of this line will begin on or after the 27th day of May, 2011.

General Special Provisions:

n/a

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 Coburn Special Utility District

Title General Manager

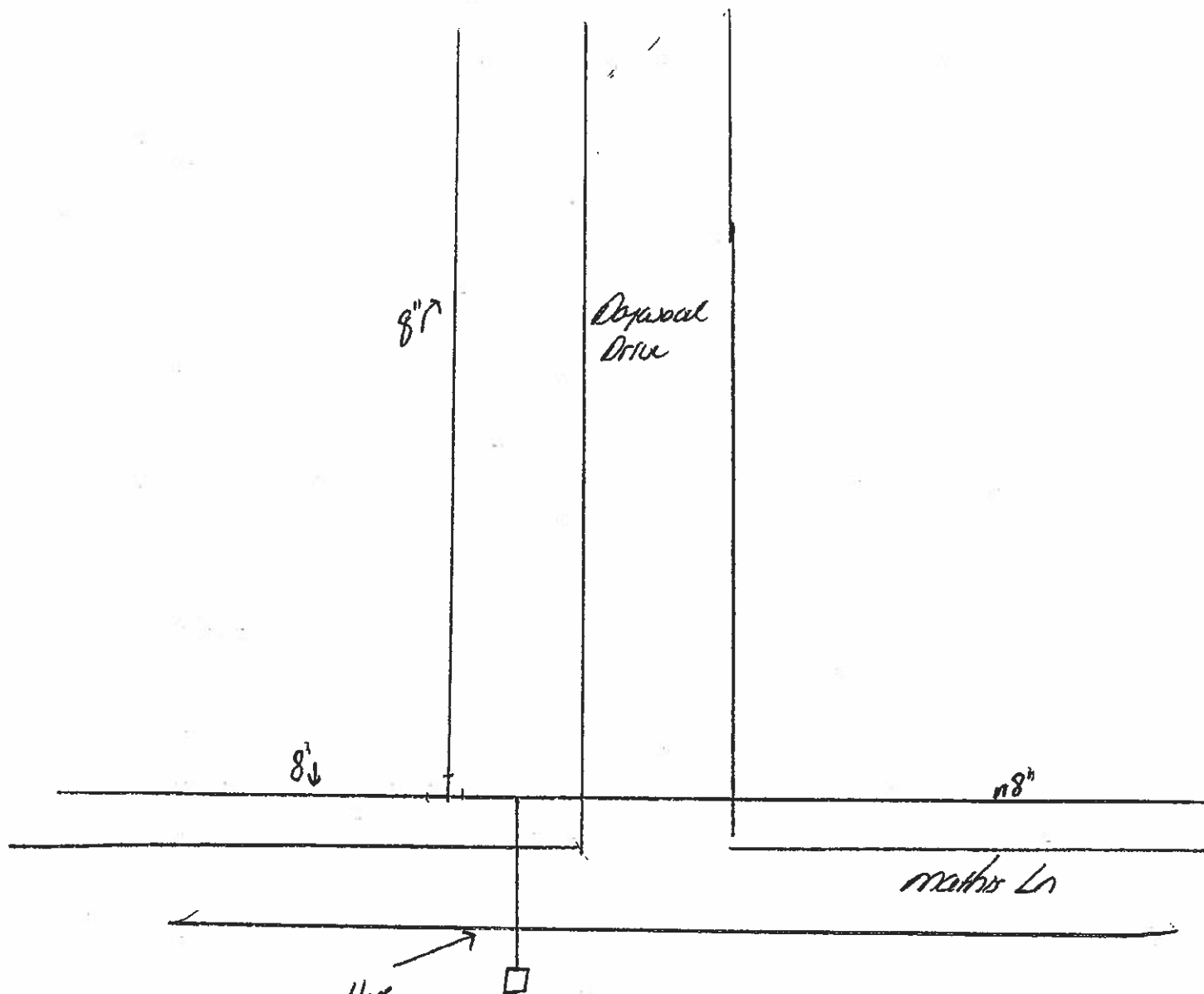
By (Print) Marco Tobias

Address 8900 Highland Street

Signature Marco Tobias

Phone 512 644 4640

Approved by Hays County Road & Bridge Department		
	Inspector	7/6/11
Signature	Title	Date



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



UTILITY PERMIT APPROVAL

Approval of Utility Permit: 833

Application Date: 06/02/2011

Commissioner Court Approval Date: 07/12/11

Company Name: Pedernales Electric

Company Address: P.O. Box 1

Johnson City, TX 78636

Company Phone: 1-888-554-4732 EXT. 7104

Company Contact: Jerry Wisian

Type of Utility: Power line

Road Name: Martin Road

Subdivision: N/A Pct #: 4

Specs: Power pole to be placed in Right-of-way of Martin Road and aerial crossing to cross over Martin Road

County Provisions: Pole to be placed as close to fence line as possible; aerial line to be min15' about road surface; notify Hays County 24 hours prior to construction

**Notice of Proposed Installation
Utility Line on Hays County Right of Way**

Date: 06/02/2011

TO: The Hays County Road Department
c/o Permits and Inspections
2171 Yarrington Rd
P.O. Box 906
San Marcos, Texas 78667-0906

Formal notice is hereby given that Pedernales Electric
Company proposes to place a pole and single phase electric
line within the right-of-way of Martin Road (County Road 188)
as follows: (give location, length, general design, etc.)
Install pole in existing electric line approximately 90 ft west of Plant Lady Lane on north side
of Martin Rd. and aerially cross Martin Rd with single phase electric line

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 3 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 24 th day of June, 2011.

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

Title District Coordinator

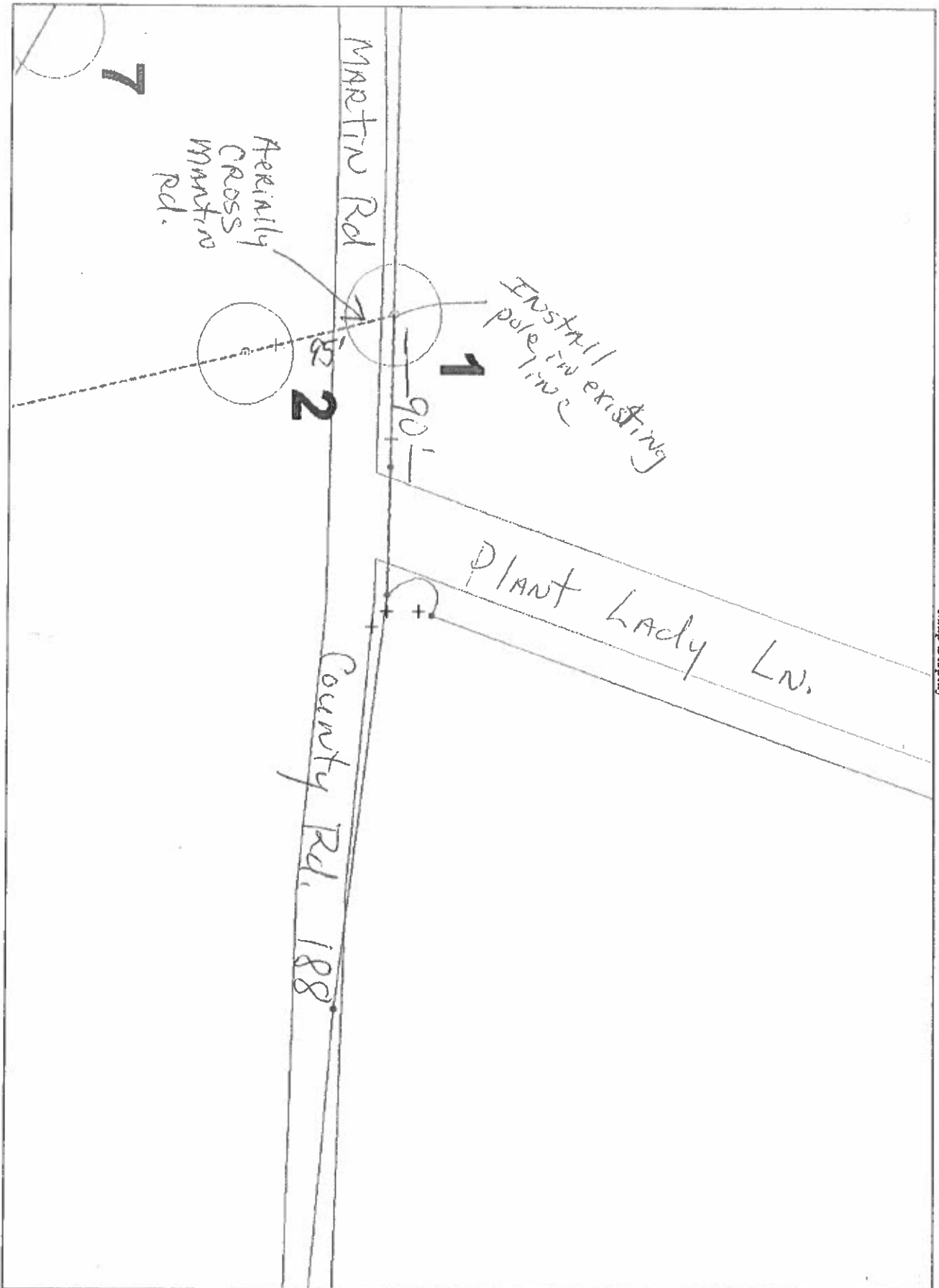
By (Print) Jerry Wisian

Address P. O. Box 1

Signature 

Johnson City, Texas 78636

Phone (888) 554-4732 Ext 7104



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



UTILITY PERMIT APPROVAL

Approval of Utility Permit: 834

Application Date: 06/06/2011

Commissioner Court Approval Date: 07/12/11

Company Name: Pedernales Electric
Company Address: P.O. Box 100
Kyle, TX 78636

Company Phone: 1-888-554-4732 EXT. 7522
Company Contact: Ricky Hess

Type of Utility: Power line

Road Name: Dacy Lane

Subdivision: N/A Pct #: 2

Specs: New Power poles to be placed in Right-of-way of Dacy Lane
County Provisions: Pole to be placed as close to right-of-way line as possible; 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: JUNE 6, 2011

Formal notice is hereby given that
Company proposes to place a PEDERNALES ELECTRIC COOPERATIVE, INC.
line within the right-of way of INTERSECTION OF WINDY HILL ROAD AND DACY LANE
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 ONE 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 20 day of JUNE, 20 11.

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) RICKY HESS

Signature [Signature]

Title LINE STAKING AGENT

Address PO BOX 100

KYLE, TEXAS 78640-0100

512-262-2161 EXT. 7522

Phone _____

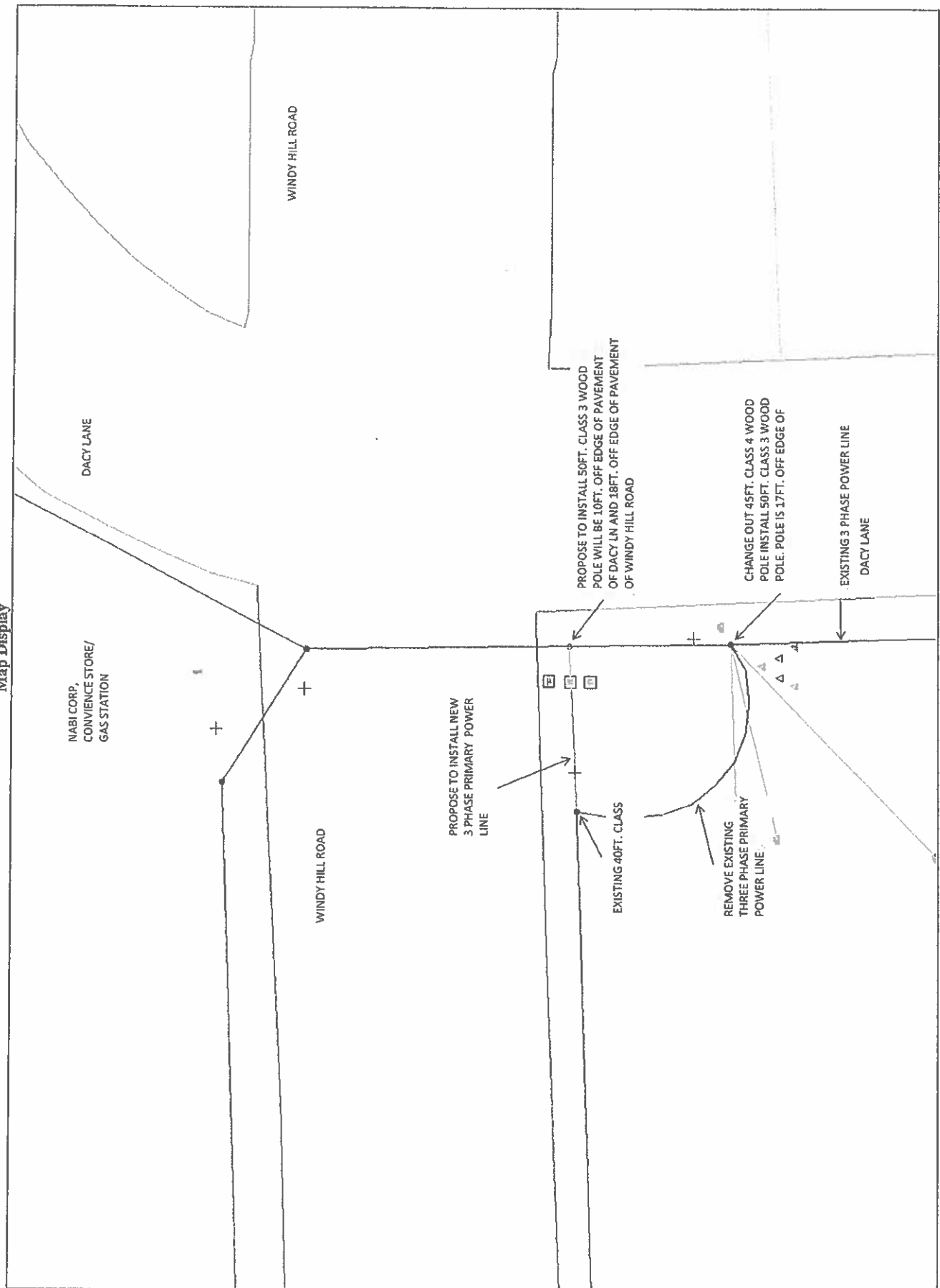
Approved by Hays County Road & Bridge Department

Signature

Title

Date

Map Display



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



UTILITY PERMIT APPROVAL

Approval of Utility Permit: 835

Application Date: 06/13/2011

Commissioner Court Approval Date: 07/12/11

Company Name: Verizon

Company Address: 109 S. Llano

Fredericksburg, TX 78624

Company Phone: 1-830-997-9002

Company Contact: Randy Roberts

Type of Utility: Telephone Line

Road Name: Beauchamp Road

Subdivision: N/A Pct #: 4

Specs: Telephone Line to be buried in Beauchamp Road right-of-way

County Provisions: Min 36" in depth required; 2' inside right-of way; bore and casing required
on road crossing; 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

6/13/2011

Formal notice is hereby given that Verizon Southwest
Company proposes to place a buried cable
line within the right-of way of Beauchamp Road in Silverado Estates
as follows: (give location, length, general design, etc.) Beginning at an existing PEC pole abutting the east ROW of Beauchamp Rd, Verizon
proposes to place a buried cable line 624'. Proceeding Verizon proposes bore said roadway to an existing PEC pole abutting the west ROW.
Continuing, Verizon proposes to place a buried cable 898' exiting into private easement at the entrance to 1088 Beauchamp rd

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

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

Construction of this line will begin on or after the 27th day of June, 2011.

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 Verizon Southwest

Title OPT Network Engineering

By (Print) Randy Roberts

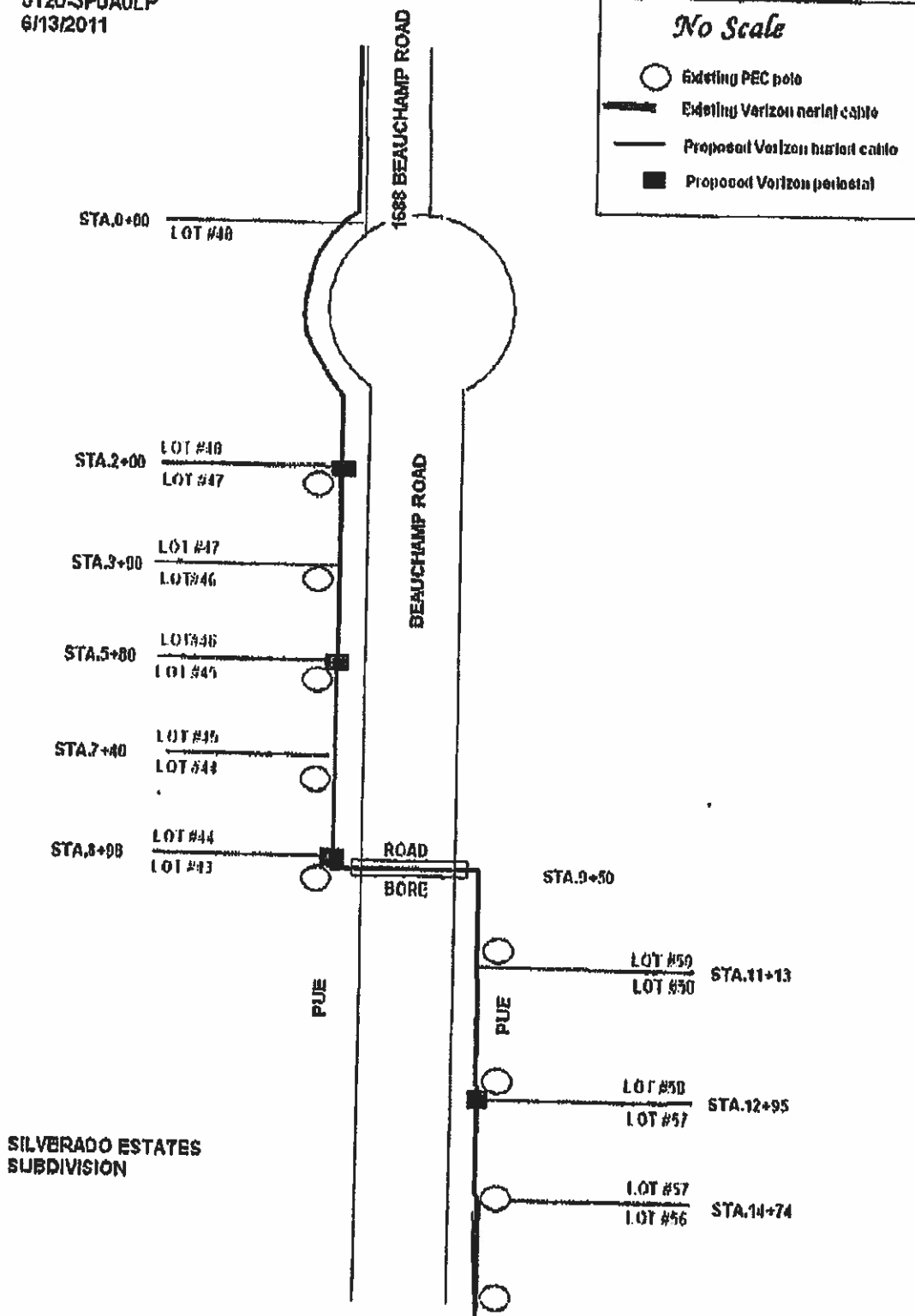
Address 108 S. Linn. Fredericksburg, Texas 78624

Signature

Phone 830-937-9802

Approved by Hays County Road & Bridge Department		
	Inspector	7/6/11
Signature	Title	Date

5120-3POAOLP
6/13/2011



Tel: 5123937393 P.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

AGENDA ITEM: Approve asset transfer requests for (2) vehicles from the Sheriff's Office to the Investigator's Office of the Criminal District Attorney.

CHECK ONE:	X CONSENT	ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

The following vehicles have been requested for transfer from the Sheriff's Office to the Investigator's Office of the Criminal District Attorney.

2002 Crown Victoria, 2FAFP71W52X138225

2002 Crown Victoria, 2FAFP71W72X138226

These two vehicles will replace a 1995 Crown Victoria and a 1998 Malibu that will be auctioned.

See attached asset transfer forms.

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

*****THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT*****

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department *** ONLY ONE GENERAL FIXED ASSET PER FORM *** DESCRIPTION OF ITEM (Including Manufacturer and Model Number)	
Fixed Asset County Tag Number: <u>12410</u> 2002 Crown Vic	
Serial Number: <u>2FAFP71W52X38225</u>	
Department Name: <u>Sheriff's</u>	
Location: <u>1307 Uhland Road.</u>	
Transfer agreed to by Elected Official/Department Head: <u>Stephen Galt</u> (signature)	
<u>6/27/11</u>	

To be Completed by Department to which asset is transferred
TRANSFERRED TO Department Name: <u>Criminal Dist Atty.</u>
Location: <u>110 E. Martin Luther King</u>
Transfer accepted by Elected Official / Department Head <u>[Signature]</u> (signature)
Date: <u>6/27/11</u>

To be Completed for assets to be auctioned
ASSET TO BE HELD AT WAREHOUSE <input type="checkbox"/> Received at Warehouse By: _____
ASSET TO BE HELD AT PURCHASING <input type="checkbox"/> Received at Purchasing By: _____
Date: _____
To be completed by Purchasing Office Only ASSET SOLD IN COUNTY AUCTION ON _____ (Auction Date)

AUDITOR OFFICE USE ONLY
Fixed Asset System Updated
Date: _____
Initials: _____

AUDITOR OFFICE USE ONLY
Asset Deleted from System After Auction
Date: _____
Initials: _____

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

*****THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT*****

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department	
*** ONLY ONE GENERAL FIXED ASSET PER FORM ***	
DESCRIPTION OF ITEM (Including Manufacturer and Model Number)	
Fixed Asset County Tag Number:	2002 Crown Vic.
Serial Number:	2FAFP21W72X138226
Department Name:	Sheriff's Dept.
Location:	1302 Uhlman Rd.
Transfer agreed to by Elected Official/Department Head:	Stephen Cost
	(signature)
	6/27/11

To be Completed by Department to which asset is transferred
TRANSFERRED TO
Department Name:
Criminal Dist. Atty.
Location:
110 E. Martin Luther King
Transfer accepted by Elected Official / Department Head
(signature)
Date
6/27/11

To be Completed for assets to be auctioned
ASSET TO BE HELD AT WAREHOUSE <input type="checkbox"/>
Received at Warehouse By:
ASSET TO BE HELD AT PURCHASING <input type="checkbox"/>
Received at Purchasing By:
Date
To be completed by Purchasing Office Only
ASSET SOLD IN COUNTY AUCTION ON
(Auction Date)

AUDITOR OFFICE USE ONLY
Fixed Asset System Updated:
Date
Initials

AUDITOR OFFICE USE ONLY
Asset Deleted from System After Auction:
Date
Initials

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

*****THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT*****

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department

*** ONLY ONE GENERAL FIXED ASSET PER FORM ***

DESCRIPTION OF ITEM (Including Manufacturer and Model Number)

Fixed Asset County Tag Number:

10415

1995(?) Crown Victoria

Serial Number:

2FLAP71W95X185583

Department Name:

Criminal Dist. Atty.

Location:

110 E Martin Luther King Dr

Transfer agreed to by Elected Official/Department Head:

[Signature]

(signature)

6/27/11

To be Completed by Department to which
asset is transferred

TRANSFERRED TO

Department Name:

Location:

Transfer accepted by Elected Official /
Department Head

(signature)

Date

To be Completed for assets to be auctioned

ASSET TO BE HELD AT WAREHOUSE

☐

Received at Warehouse By:

ASSET TO BE HELD AT PURCHASING

☐

Received at Purchasing By:

Date

To be completed by Purchasing Office Only
ASSET SOLD IN COUNTY AUCTION ON

(Auction Date)

AUDITOR OFFICE USE ONLY

Fixed Asset System Updated:

Date

Initials

AUDITOR OFFICE USE ONLY

Asset Deleted from System After Auction:

Date

Initials

HAYS COUNTY AUDITOR - GENERAL FIXED ASSET TRANSFER FORM

*****THIS FORM IS NOT TO BE USED FOR THE TRANSFER OF COMPUTER EQUIPMENT*****

To be completed for all transfers of general fixed assets between departments and returned to Auditor

To be completed by Transferring Department *** ONLY ONE GENERAL FIXED ASSET PER FORM *** DESCRIPTION OF ITEM (Including Manufacturer and Model Number)	
Fixed Asset County Tag Number: <u>11256</u>	<u>1998 Chev Malibu</u>
Serial Number: <u>1GND52M9W4164972</u>	
Department Name: <u>Criminal Dist. Atty.</u>	
Location: <u>110 E. Martin Luther King Dr.</u>	
Transfer agreed to by Elected Official/Department Head: <u>[Signature]</u> (signature)	
<u>6/27/11</u>	

To be Completed by Department to which asset is transferred TRANSFERRED TO Department Name: Location: Transfer accepted by Elected Official / Department Head (signature) Date	To be Completed for assets to be auctioned ASSET TO BE HELD AT WAREHOUSE <input type="checkbox"/> Received at Warehouse By: ASSET TO BE HELD AT PURCHASING <input type="checkbox"/> Received at Purchasing By: Date To be completed by Purchasing Office Only ASSET SOLD IN COUNTY AUCTION ON (Auction Date)
--	--

AUDITOR OFFICE USE ONLY Fixed Asset System Updated: Date _____ Initials _____	AUDITOR OFFICE USE ONLY Asset Deleted from System After Auction: Date _____ Initials _____
---	--

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: Approve the April 2011 and May 2011 Treasurer's Reports and Investment Reports.

CHECK ONE:	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> ACTION	<input type="checkbox"/> EXECUTIVE SESSION
	<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> PROCLAMATION	<input type="checkbox"/> PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: TUTTLE

SPONSORED BY: COBB

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF APRIL 2011

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 74,215.04	\$ 87.84	\$ 2,460,931.08	\$ 4,330,000.00	\$ 6,747,672.98	\$ -	\$ 117,560.98	\$ 34,903,194.84	\$ 35,020,755.82
Road and Bridge General	\$ 23,120.56	\$ 6.93	\$ 132,556.87	\$ 386,619.86	\$ 503,244.34	\$ -	\$ 39,059.88	\$ 5,605,966.53	\$ 5,645,026.41
Medical and Dental Fund	\$ 10.00	\$ -	\$ 571,504.74	\$ -	\$ 570,715.88	\$ -	\$ 798.86	\$ 1,718,306.27	\$ 1,719,105.13
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 447.42	\$ 447.42	\$ -	\$ 1.00	\$ 115,117.32	\$ 115,118.32
District Attorney Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 2,137.42	\$ 2,137.42	\$ -	\$ 1.00	\$ 68,533.16	\$ 68,534.16
Hot Check Fee Fund	\$ 12,485.83	\$ -	\$ 4,091.63	\$ -	\$ 2,525.48	\$ -	\$ 14,051.98	\$ -	\$ 14,051.98
Health Services Grants	\$ 2.32	\$ 0.33	\$ 27,528.90	\$ -	\$ 27,530.22	\$ -	\$ 1.33	\$ 40.74	\$ 42.07
Family Health Services	\$ 4,264.18	\$ 0.61	\$ 258,482.27	\$ -	\$ 261,225.52	\$ -	\$ 1,521.54	\$ 421.75	\$ 1,943.29
Juvenile Detention Center	\$ 33.11	\$ 13.35	\$ 355,826.27	\$ 42,301.05	\$ 330,619.35	\$ -	\$ 67,554.43	\$ 54,661.81	\$ 122,216.24
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ 83,061.39	\$ -	\$ -	\$ 83,062.39	\$ -	\$ 721,686.37	\$ 721,686.37
Historical Commission Trust Fund	\$ 386.50	\$ -	\$ 703.50	\$ -	\$ -	\$ 770.00	\$ 320.00	\$ 27,473.04	\$ 27,793.04

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 18,660.63	\$ 18,660.63	\$ -	\$ 1.00	\$ 1,717,577.08	\$ 1,717,578.08
Parks Bond 2008	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 220,917.97	\$ 220,918.97
Certificates of Obligation 2009	\$ 1.05	\$ 0.04	\$ -	\$ 829,347.97	\$ 829,348.02	\$ -	\$ 1.04	\$ 4,008,685.04	\$ 4,008,686.08
Road Construction Bond 2009	\$ 1.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.21	\$ 1.11	\$ 2.32
Pass Thru Revenue Bond 2009	\$ 1.74	\$ 0.05	\$ -	\$ 266,269.99	\$ 266,270.73	\$ -	\$ 1.05	\$ 27,420,445.14	\$ 27,420,446.19
Certificates of Obligation 2010	\$ 1.00	\$ -	\$ -	\$ 2,319,550.11	\$ 2,319,550.11	\$ -	\$ 1.00	\$ 40,643,087.44	\$ 40,643,088.44
TCOP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ 15,717.00	\$ 2,592.47	\$ 2,592.47	\$ 15,718.00	\$ -	\$ 283,221.21	\$ 283,221.21
SECO Energy Eff & Conservation	\$ 1.00	\$ 1.48	\$ 36,024.38	\$ -	\$ 8,561.88	\$ -	\$ 27,464.98	\$ -	\$ 27,464.98
Cedar Oaks Mesa	\$ 1.00	\$ -	\$ 21,526.09	\$ -	\$ 21,526.09	\$ -	\$ 1.00	\$ -	\$ 1.00

INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 29,006.42	\$ 33.86	\$ 639,565.18	\$ -	\$ -	\$ 639,570.60	\$ 29,034.86	\$ 11,188,410.39	\$ 11,217,445.25
GRAND TOTALS:	\$ 143,536.97	\$ 144.49	\$ 4,607,519.30	\$ 8,197,926.92	\$ 11,912,628.54	\$ 739,120.99	\$ 297,378.15	\$ 128,697,747.21	\$ 128,995,125.36

Transfers Outstanding:

General Fund to Cedar Oaks Mesa	\$ 81,087.78
General Fund to Juvenile Center	\$ 566,851.28
General Fund to SECO	\$ 69,713.50

Hays County Treasurer's Investment Report

For April 2011

SAGE CAPITAL BANK CHECKING

Description	3/31/11 Balance	Interest	Deposits	Debits	4/30/11 Balance
All Funds (see Page 1)	\$ 143,536.97	144.49	12,805,446.22	12,651,749.53	297,378.15

TEXPOOL 0..11% 1.000090

Description	3/31/11 Balance	Interest	Deposits	Debits	4/30/11 Balance
General	\$ 17,536,264.68	1,557.34	309,791.00	4,330,000.00	13,517,613.02
Road and Bridge General	\$ 4,197,904.17	376.54	39,980.77	386,619.86	3,851,641.62
Medical and Dental Fund	\$ 1,716,757.74	158.35	-	-	1,716,916.09
Sheriff's Drug Forfeiture	\$ 115,554.10	10.64	-	447.42	115,117.32
D.A. Drug Forfeiture	\$ 70,601.59	6.47	-	2,137.42	68,470.64
Health Services Grants	\$ 4.11	-	-	-	4.11
Juvenile Center	\$ 96,954.08	8.78	-	42,301.05	54,661.81
Tobacco Settlement Fund	\$ 638,564.71	59.27	83,062.39	-	721,686.37
Historical Commission Trust	\$ 19,478.28	1.81	770.00	-	20,250.09
Road Construction 2006	\$ 1,736,077.68	160.03	-	18,660.63	1,717,577.08
Parks Bond 2008	\$ 220,897.56	20.41	-	-	220,917.97
Certificates of Obligation '09	\$ 825,320.95	72.26	-	820,000.00	5,393.21
Road Construction 2009	\$ -	-	-	-	-
Pass Thru Revenue 2009	\$ 8,784,620.30	808.46	-	266,269.99	8,519,158.77
Certificates of Obligation '10	\$ 42,958,793.02	3,844.53	-	2,319,550.11	40,643,087.44
LCRA Service Fee Fund	\$ 270,070.84	24.84	15,718.00	2,592.47	283,221.21
Hays County I & S	\$ 8,257,053.25	770.71	745,638.21	-	9,003,462.17
All Funds	87,444,917.06	7,880.44	1,194,960.37	8,188,578.95	80,459,178.92

ICT Funds Management 0.0700%

Description	3/31/11 Balance	Interest	Deposits	Debits	4/30/11 Balance
General	\$ 11,260,647.91	665.06	-	-	11,261,312.97
Certificates of Obligation '09	\$ 1,001,117.69	59.12	-	-	1,001,176.81
Road Construction 2009	\$ -	-	-	-	-
Pass Thru Revenue 2009	\$ 7,859,043.66	464.08	-	-	7,859,507.74
All Funds	20,120,809.26	1,188.26	-	-	20,121,997.52

NAV 1.00

0.2400%

CLASS - MBIA

Description	3/31/11 Balance	Interest	Deposits	Debits	4/30/11 Balance
General	\$ 3,750,091.61	528.62	-	-	3,750,620.23
Certificates of Obligation '09	\$ 2,007,480.61	282.98	-	-	2,007,763.59
Road Construction 2009	\$ -	-	-	-	-
Pass Thru Revenue 2009	\$ 6,022,441.76	848.93	-	-	6,023,290.69
All Funds	11,780,013.98	1,660.53	-	-	11,781,674.51

Description	3/31/11 Balance	Interest	Deposits	Debits	4/30/11 Balance
General	\$ 5,517,511.43	890.87	-	-	5,518,402.30
Road and Bridge General	\$ 1,754,041.70	283.21	-	-	1,754,324.91
Medical and Dental Fund	\$ 1,389.96	0.22	-	-	1,390.18
D.A. Drug Forfeiture	\$ 62.51	0.01	-	-	62.52
Health Services Grants	\$ 36.62	0.01	-	-	36.63
Family Health Services	\$ 421.68	0.07	-	-	421.75
Historical Commission Trust	\$ 7,221.78	1.17	-	-	7,222.95
Certificates of Obligation '09	\$ 1,003,537.46	161.94	-	9,347.97	994,351.43
Road Construction 2009	\$ 1.11	-	-	-	1.11
Pass Thru Revenue 2009	\$ 5,017,677.78	810.16	-	-	5,018,487.94
Hays County I & S	\$ 1,934,673.76	312.38	-	-	1,934,986.14
All Funds	15,236,575.79	2,460.04	-	9,347.97	15,229,687.86

TREASURY BILLS AND NOTES

Description	Price	Yield/ Maturity	Balances 3/31/11		Market Value	Transactions		Balances 4/30/11	
			Par Value	Book Value		Purchases	Maturities	Par Value	Book Value
9127952M2	99.9608	157.4/24/11	250,000.00	249,902.05	249,994.46		250,000.00		
		Hays County I & S	250,000.00	249,902.05	249,994.46		250,000.00		
9127952N0	99.9608	157.4/28/11	500,000.00	499,804.10	499,984.06		500,000.00		
		General	500,000.00	499,804.10	499,984.06		500,000.00		
9127952S9	99.9722	112.6/26/11	100,000.00	99,972.19	99,993.31				
		General	100,000.00	99,972.19	99,993.31				
912795W64	99.9633	147.6/2/11	200,000.00	199,926.69	199,976.90				
		General	200,000.00	199,926.69	199,976.90				
9127953A7	99.9848	061.7/21/11				250,000.00			
		Hays County I & S				250,000.00			
912795X63	99.9836	066.7/28/11				500,000.00			
		General				500,000.00			
TOTAL			1,050,000.00	1,049,605.03	1,049,948.73	750,000.00	750,000.00	1,049,778.81	1,049,939.68

LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

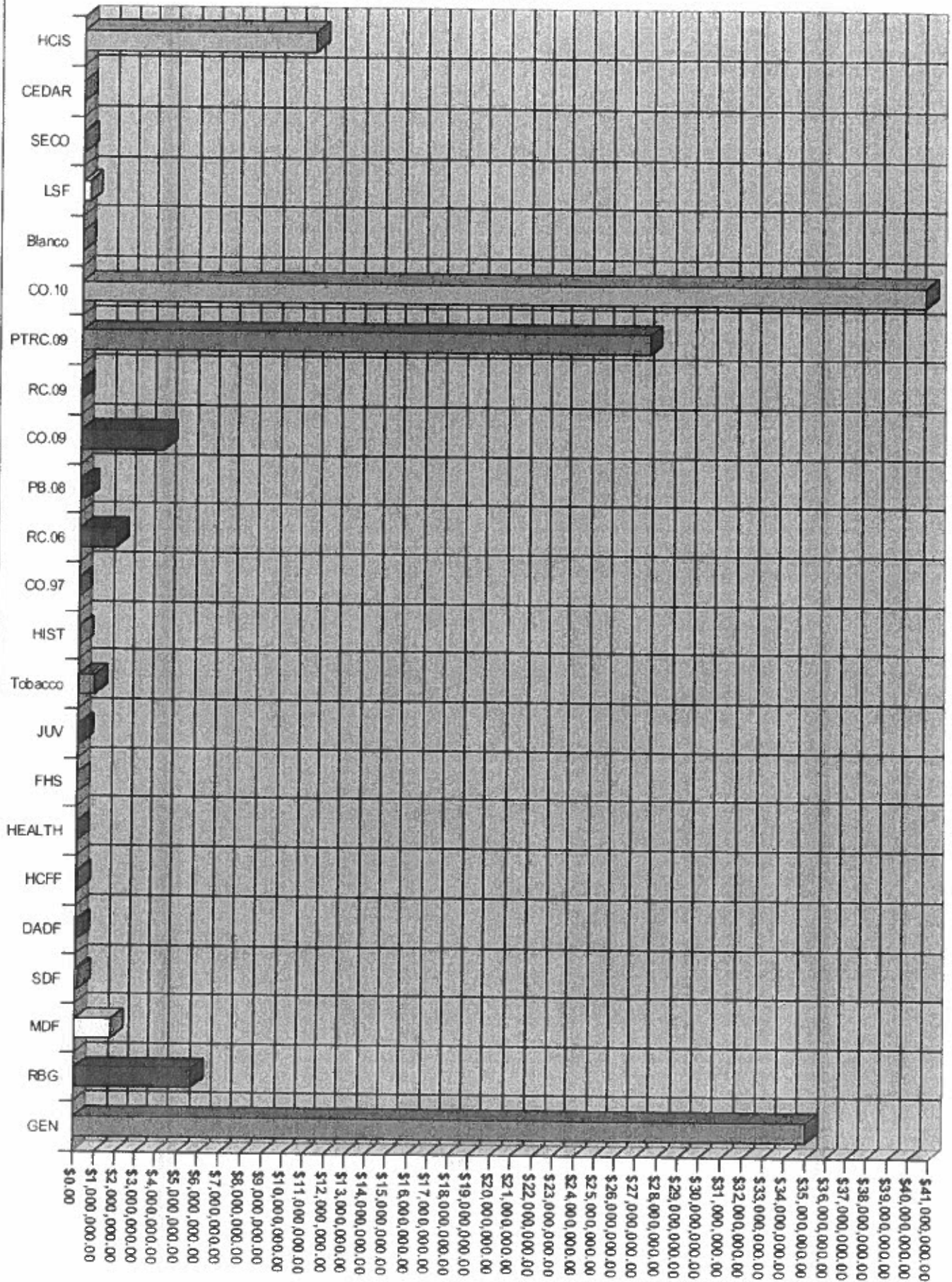
Description	Fund	Yield/ Maturity	Balances 3/31/11			Transactions		Balances 4/30/11		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
Security State Bank	General	2.72% 11/7/09	156.19	156.19	156.19			156.19	156.19	156.19
Security State Bank	General	3.06% 6/14/10	11,877.81	11,877.81	11,877.81			11,877.81	11,877.81	11,877.81
Security State Bank	General	3.14% 6/14/12								
Security State Bank	General	2.94% 7/10/10								
Security State Bank	General	2.99% 7/10/12	8,314.77	8,314.77	8,314.77			8,314.77	8,314.77	8,314.77
Security State Bank	General	2.56% 1/4/13	7,110.73	7,110.73	7,110.73			7,110.73	7,110.73	7,110.73
Security State Bank	General	2.99% 1/4/13	10,187.17	10,187.17	10,187.17			10,187.17	10,187.17	10,187.17
Security State Bank	General	2.99% 1/4/13	8,122.75	8,122.75	8,122.75			8,122.75	8,122.75	8,122.75
Security State Bank	General	2.99% 1/4/13	9,487.38	9,487.38	9,487.38			9,487.38	9,487.38	9,487.38
Franklin Bank	General	2.64% 8/8/12								
Franklin Bank	General	1.91% 10/19/11	172.79	172.79	172.79			172.79	172.79	172.79
TOTAL			55,429.59	55,429.59	55,429.59			55,429.59	55,429.59	55,429.59

TOTAL Fund Balances 135,830,887.68 128,995,125.36

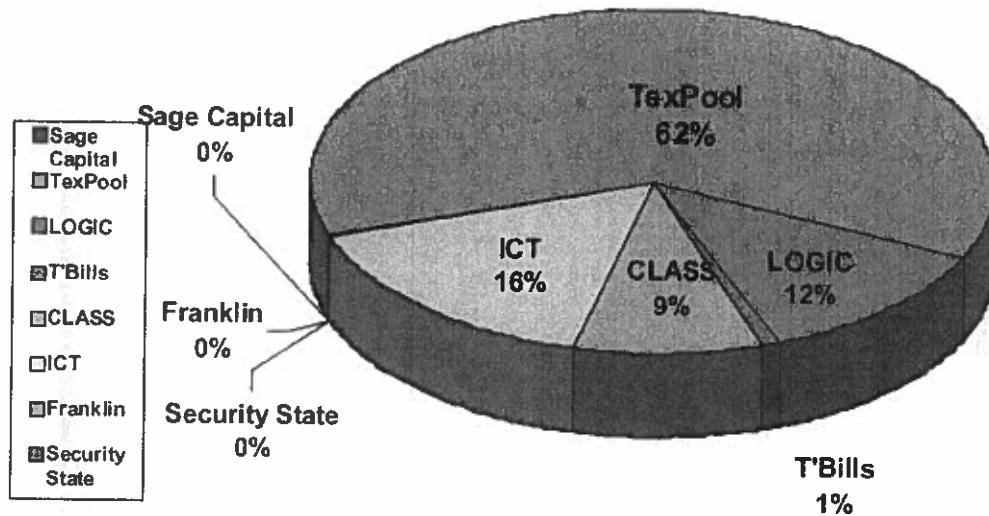
BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING .038%

Fund balances for 4/30/11



INVESTMENT ALLOCATION TOTALS APRIL 2011



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Bill Herzog
Bill Herzog, Hays County Auditor

Michele Tuttle
Michele Tuttle, Hays County Treasurer

Britney Richey
Britney Richey, Assistant Hays County Treasurer

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF MAY 2011

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 117,560.98	\$ 76.22	2,279,805.14	\$ 3,814,200.00	\$ 6,160,812.39	\$ -	\$ 50,829.95	\$ 31,434,261.43	\$ 31,485,091.38
Road and Bridge General	\$ 39,059.88	\$ 11.25	\$ 339,849.86	\$ 668,466.12	\$ 1,047,374.86	\$ -	\$ 12.25	\$ 4,983,303.27	\$ 4,983,315.52
Medical and Dental Fund	\$ 798.86	\$ 1.01	\$ 659,576.37	\$ -	\$ 660,374.23	\$ -	\$ 2.01	\$ 1,718,428.55	\$ 1,718,430.56
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ 7,917.56	\$ 2,666.39	\$ 10,584.95	\$ -	\$ -	\$ 112,459.15	\$ 112,459.15
District Attorney Drug Forfeiture	\$ 1.00	\$ -	\$ -	\$ 6,170.19	\$ 6,170.19	\$ -	\$ 1.00	\$ 52,367.56	\$ 62,368.56
Hot Check Fee Fund	\$ 14,051.98	\$ -	\$ 0.30	\$ -	\$ 5,940.65	\$ -	\$ 8,111.63	\$ -	\$ 8,111.63
Health Services Grants	\$ 1.33	\$ 3.17	\$ 96,322.87	\$ -	\$ 96,323.20	\$ -	\$ 4.17	\$ 40.75	\$ 44.92
Family Health Services	\$ 1,521.54	\$ 3.68	\$ 335,353.82	\$ -	\$ 336,269.23	\$ -	\$ 609.81	\$ 421.81	\$ 1,031.62
Juvenile Detention Center	\$ 67,554.43	\$ 16.57	\$ 441,705.66	\$ 54,660.81	\$ 405,657.81	\$ -	\$ 158,279.66	\$ 2.25	\$ 158,281.91
Tobacco Settlement Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 721,737.69	\$ 721,737.69
Historical Commission Trust Fund	\$ 320.00	\$ -	\$ 129.00	\$ -	\$ -	\$ -	\$ 449.00	\$ 27,475.60	\$ 27,924.60

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 1,139.68	\$ 1,139.68	\$ -	\$ 1.00	\$ 1,716,559.58	\$ 1,716,560.58
Parks Bond 2008	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 220,933.67	\$ 220,934.67
Certificates of Obligation 2009	\$ 1.04	\$ 0.08	\$ -	\$ 47,717.31	\$ 47,717.35	\$ -	\$ 1.08	\$ 3,961,451.36	\$ 3,961,452.44
Road Construction Bond 2009	\$ 1.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.21	\$ 1.11	\$ 2.32
Pass Thru Revenue Bond 2009	\$ 1.05	\$ 0.85	\$ -	\$ 469,005.46	\$ 469,005.51	\$ -	\$ 1.85	\$ 26,954,073.74	\$ 26,954,075.59
Certificates of Obligation 2010	\$ 1.00	\$ -	\$ -	\$ 2,648,161.78	\$ 2,648,161.78	\$ -	\$ 1.00	\$ 37,997,727.59	\$ 37,997,728.59
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ -	\$ -	\$ -	\$ 50,482.30	\$ 50,481.30	\$ -	\$ 1.00	\$ 232,756.42	\$ 232,757.42
SECO Energy Eff & Conservation	\$ 27,464.98	\$ 2.27	\$ -	\$ -	\$ -	\$ -	\$ 27,467.25	\$ -	\$ 27,467.25
Cedar Oaks Mesa	\$ 1.00	\$ -	\$ 16,028.98	\$ -	\$ 16,028.98	\$ -	\$ 1.00	\$ -	\$ 1.00

INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 29,034.86	\$ 3.70	\$ -	\$ -	\$ 600.00	\$ -	\$ 28,438.56	\$ 11,302,696.16	\$ 11,331,134.72
GRAND TOTALS:	\$ 297,378.15	\$ 118.80	\$ 4,176,689.56	\$ 7,762,670.04	\$ 11,962,642.11	\$ -	\$ 274,214.44	\$ 121,446,697.69	\$ 121,720,912.13

Transfers Outstanding:

General Fund to Cedar Oaks Mesa	\$ 97,116.76
General Fund to Juvenile Center	\$ 566,851.28
General Fund to SECO	\$ 69,713.50

Hays County Treasurer's Investment Report

For May 2011

PAGE 1

SAGE CAPITAL BANK CHECKING

Description	4/30/11 Balance	Interest	Deposits	Debits	5/31/11 Balance
All Funds (see Page 1)	\$ 287,378.15	118.80	11,939,359.60	11,962,642.11	274,214.44

TEXPOOL

	0.0832%	1.000090			
Description	4/30/11 Balance	Interest	Deposits	Debits	5/31/11 Balance
General	\$ 13,517,613.02	880.09	342,379.17	3,814,200.00	10,046,672.28
Road and Bridge General	\$ 3,851,641.62	252.02	45,284.93	668,466.12	3,228,712.45
Medical and Dental Fund	\$ 1,716,916.09	122.07	-	-	1,717,038.16
Sheriff's Drug Forfeiture	\$ 115,117.32	8.22	-	2,666.39	112,459.15
D.A. Drug Forfeiture	\$ 68,470.64	4.58	-	6,170.19	62,305.03
Health Services Grants	\$ 4.11	-	-	-	4.11
Juvenile Center	\$ 54,661.81	1.25	-	54,660.81	2.25
Tobacco Settlement Fund	\$ 721,686.37	51.32	-	-	721,737.69
Historical Commission Trust	\$ 20,250.09	1.47	-	-	20,251.56
Road Construction 2006	\$ 1,717,577.08	122.18	-	1,139.68	1,716,559.58
Road Bond 2008	\$ 220,917.97	15.70	-	-	220,933.67
Certificates of Obligation '09	\$ 5,393.21	0.32	-	-	5,393.53
Road Construction 2009	\$ -	-	-	-	-
Pass Thru Revenue 2009	\$ 8,519,158.77	598.25	-	469,005.46	8,050,751.56
Certificates of Obligation '10	\$ 40,643,087.44	2,801.93	-	2,648,161.78	37,997,727.59
LCRA Service Fee Fund	\$ 283,221.21	17.51	-	50,482.30	232,756.42
Hays County I & S	\$ 9,003,462.17	644.59	113,347.89	-	9,117,454.65
All Funds	80,459,178.92	5,521.50	501,011.99	7,714,952.73	73,250,759.68
ICT Funds Management	0.0600%				
Description	4/30/11 Balance	Interest	Deposits	Debits	5/31/11 Balance
General	\$ 11,261,312.97	641.81	-	-	11,261,954.78
Certificates of Obligation '09	\$ 1,001,176.81	57.06	-	-	1,001,233.87
Road Construction 2009	\$ -	-	-	-	-
Pass Thru Revenue 2009	\$ 7,859,507.74	447.85	-	-	7,859,955.59
All Funds	20,121,997.52	1,146.72	-	-	20,123,144.24

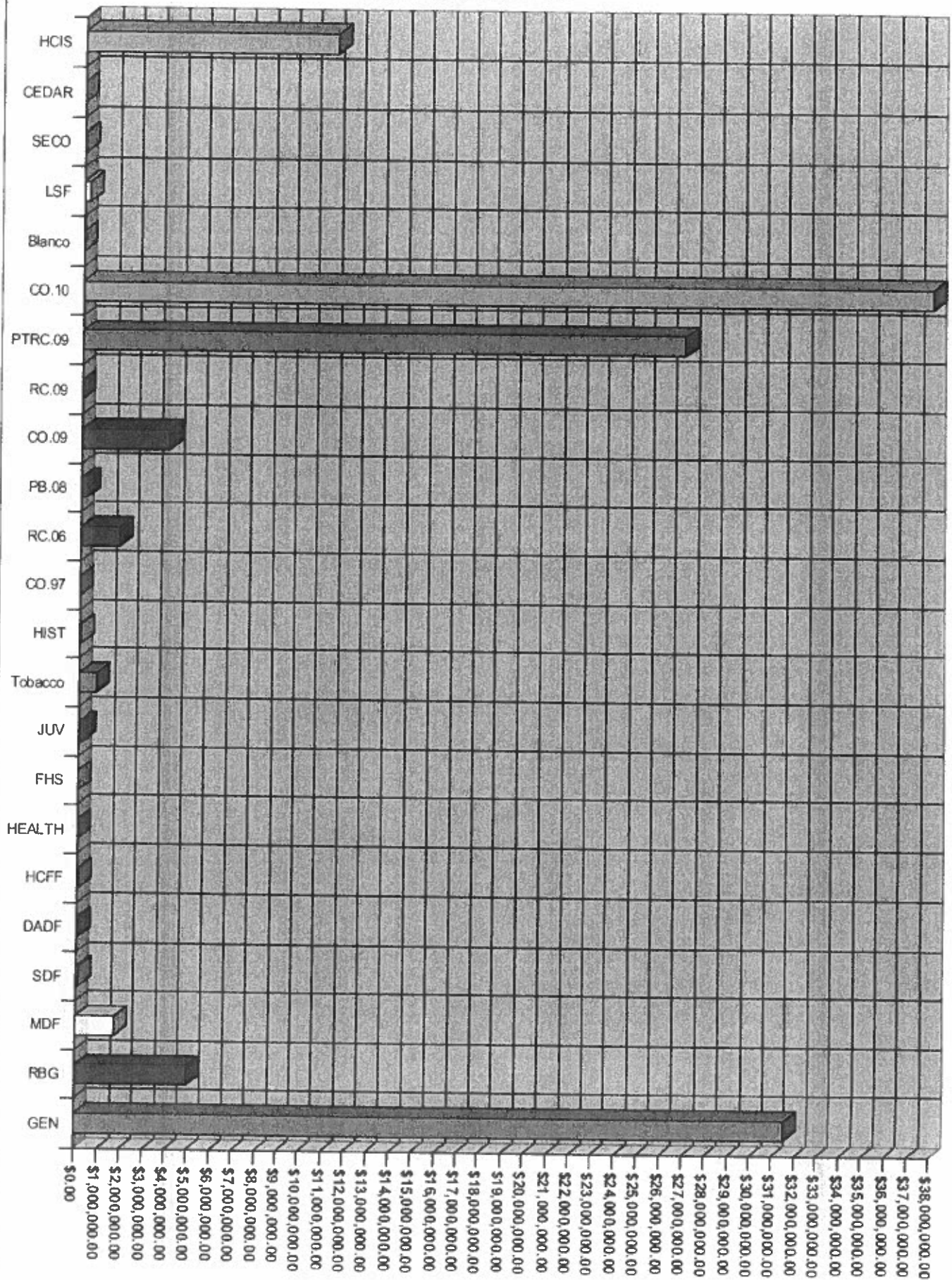
CLASS - MBIA	0.1600%	NAV 1.00			
Description	4/30/11 Balance	Interest	Deposits	Debits	5/31/11 Balance
General	\$ 3,750,620.23	515.17	-	-	3,751,135.40
Certificates of Obligation '09	\$ 2,007,763.59	275.79	-	-	2,008,039.38
Road Construction 2009	\$ -	-	-	-	-
Pass Thru Revenue 2009	\$ 6,023,290.69	827.30	-	-	6,024,117.99
All Funds	11,781,674.51	1,618.26	-	-	11,783,292.77
LOGIC					
	0.1785%	1.00018			
Description	4/30/11 Balance	Interest	Deposits	Debits	5/31/11 Balance
General	\$ 5,518,402.30	836.44	-	-	5,519,238.74
Road and Bridge General	\$ 1,754,324.91	265.91	-	-	1,754,590.82
Medical and Dental Fund	\$ 1,390.18	0.21	-	-	1,390.39
D.A. Drug Forfeiture	\$ 62.52	0.01	-	-	62.53
Health Services Grants	\$ 36.63	0.01	-	-	36.64
Family Health Services	\$ 421.75	0.06	-	-	421.81
Historical Commission Trust	\$ 7,222.95	1.09	-	-	7,224.04
Certificates of Obligation '09	\$ 994,351.43	150.46	-	47,717.31	946,784.58
Road Construction 2009	\$ 1.11	-	-	-	1.11
Pass Thru Revenue 2009	\$ 5,018,487.94	760.66	-	-	5,019,248.60
Hays County I & S	\$ 1,934,986.14	293.29	-	-	1,935,279.43
All Funds	15,229,687.86	2,308.14	-	47,717.31	15,184,278.69

TREASURY BILLS AND NOTES

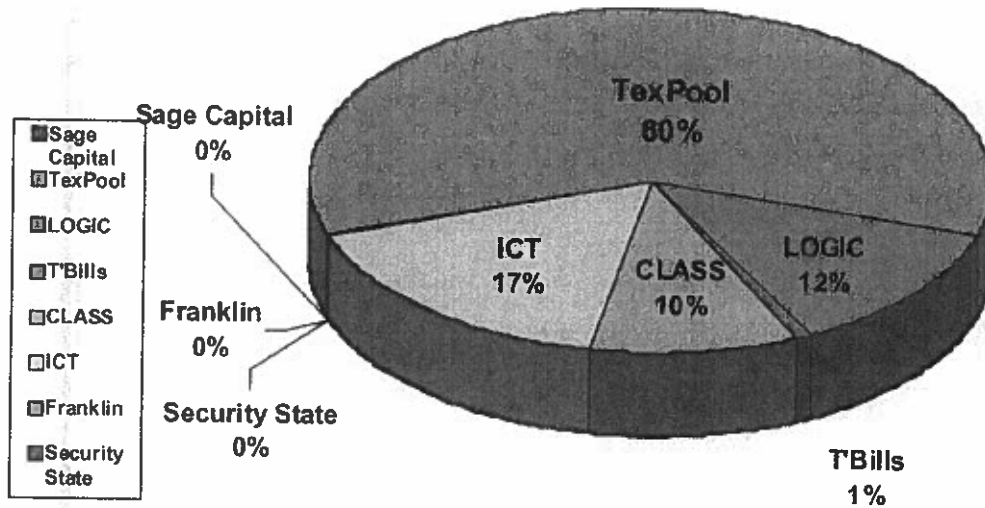
Description	Price	Yield/ Maturity	Balances 4/30/11		Transactions		Balances 5/31/11	
			Par Value	Book Value	Purchases	Maturities	Par Value	Market Value
912795259	99.9722	.112 5/26/11	100,000.00	99,972.19	99,999.28	-	-	-
		General	100,000.00	99,972.19	99,999.28	-	-	-
912795W64	99.9833	.147 8/2/11	200,000.00	199,926.69	199,997.62	-	200,000.00	199,999.74
		General	200,000.00	199,926.69	199,997.62	-	200,000.00	199,999.74
9127953A7	99.9848	.061 7/21/11	250,000.00	249,982.08	249,989.75	-	250,000.00	249,978.40
		Hays County I & S	250,000.00	249,982.08	249,989.75	-	250,000.00	249,978.40
912795X63	99.9836	.066 7/28/11	500,000.00	499,917.85	499,953.03	-	500,000.00	499,983.89
		General	500,000.00	499,917.85	499,953.03	-	500,000.00	499,983.89
9127952A8	99.9881	.066 8/25/11	100,000.00	99,986.10	99,986.10	-	100,000.00	99,988.53
		General	100,000.00	99,986.10	99,986.10	-	100,000.00	99,988.53
TOTAL			1,050,000.00	1,049,778.81	1,049,939.68	-	950,000.00	949,962.03

LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS											PAGE 3
			Balances 4/30/11			Transactions		Balances 5/31/11			
Description	Fund	Yield/ Maturity	Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value	
Security State Bank	General	2.72% 11/7/09									
Security State Bank	General	3.06% 6/14/10	156.19	156.19	156.19			156.19	156.19	156.19	
Security State Bank	General	3.14% 6/14/12	11,877.81	11,877.81	11,877.81			11,877.81	11,877.81	11,877.81	
Security State Bank	General	2.94% 7/10/10									
Security State Bank	General	2.99% 7/10/12	8,314.77	8,314.77	8,314.77			8,314.77	8,314.77	8,314.77	
Security State Bank	General	2.56% 1/4/13	7,110.73	7,110.73	7,110.73			7,110.73	7,110.73	7,110.73	
Security State Bank	General	2.99% 1/4/13	10,187.17	10,187.17	10,187.17			10,187.17	10,187.17	10,187.17	
Security State Bank	General	2.99% 1/4/13	8,122.75	8,122.75	8,122.75			8,122.75	8,122.75	8,122.75	
Security State Bank	General	2.99% 1/4/13	9,487.38	9,487.38	9,487.38			9,487.38	9,487.38	9,487.38	
Franklin Bank	General	2.64% 8/8/12									
Franklin Bank	General	1.91% 10/19/11	172.79	172.79	172.79			172.79	172.79	172.79	
TOTAL			55,429.59	55,429.59	55,429.59		-	55,429.59	55,429.59	55,429.59	
TOTAL Fund Balances							121,720,912.13				
BENCHMARK											
CURRENT 90 DAY TREASURY BILL YIELDING .048%											

Fund balances for 5/31/11



INVESTMENT ALLOCATION TOTALS MAY 2011



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Manuel Villanueva
Bill Herzog, Hays County Auditor

Michele Tuttle
Michele Tuttle, Hays County Treasurer

Britney Richey
Britney Richey, Assistant Hays County Treasurer

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Accept contributions for the Historical Commission-documentaries and amend the budget for use of those funds for direct expenses related to the project and amend budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: \$15,000.00

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

REQUESTED BY: Kate Johnson

SPONSORED BY: Judge Bert Cobb, M.D.

The Historical Commission has received donations for the Parks Johnson documentary. These funds will be used for the production and distribution of the Parks Johnson DVD's. No matching county funds needed.

Budget Amendment:

Increase Revenue:	001-676-00-055.4610 – contributions:	(15,000.00)
Budget Expense:	001-676-00-055.5448 – contact services:	6,000.00
Budget Expense:	001-676-00-055.5501 – travel:	9,000.00

**AMENDMENT
NO. 2011-033 CC
FY2011 Budget
7/12/2011**

**FUND NO. 01
FUND TITLE: GENERAL FUND**

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<u>Development Services (657):</u>				
001-657-00.5212 Postage	6,000	3,000		9,000
<u>Countywide Operations (645):</u>				
001-645-00.5399 Contingencies	58,200		(3,000)	55,200
Transfer for replacement postage used on regulation mail-out				
<u>Treasurer (620):</u>				
001-620-00.5551 Continuing Ed.	3,800	650		4,450
001-620-00.5501 Travel	1,150		(650)	500
Transfer for needed training/conference cost				
<u>Tax Office (619):</u>				
001-619-00.5718 Software	0	748		748
001-619-00.5212 Postage	78,000		(748)	77,252
Transfer for purchase of truth in taxation software				
<u>Justice of Peace 3 (628):</u>				
001-628-00.5501 Travel	0	100		100
001-628-00.5213 Books	300		(100)	200
Transfer for staff travel from books saving				
<u>Misc/Countywide Grant Projects/Jacob's Well (899-99-407):</u>				
001-899-99-407.5611_700 Construction	0	53,223		53,223
<u>Revenue</u>		<u>Decreases</u>	<u>Increases</u>	
001-899-99-407.4304 Intergovernmental	0		53,223	53,223
Accept and budget Woodcreek payment per agreement for Jacob's Well				
<u>Historical Commission/Documentaries (676-00-055):</u>				
001-676-00-055.5448 Contract Svcs.	10,770	6,000		16,770
001-676-00-055.5501 Travel	2,930	9,000		11,930
<u>Revenues</u>		<u>Decreases</u>	<u>Increases</u>	
001-676-00-055.4610 Contributions	16,450		15,000	31,450
Accept & budget donations for Parks Johnson documentary received				

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Hold a Public Hearing with possible action to establish traffic regulations (speed limit) on Posey Road between Railroad Tracks and Hunter Road in Pct. 1

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011			
--	--	--	--

AMOUNT REQUIRED: NA			
----------------------------	--	--	--

LINE ITEM NUMBER OF FUNDS REQUIRED: NA			
---	--	--	--

REQUESTED BY: Borcharding			
----------------------------------	--	--	--

SPONSORED BY: Commissioner Ingalsbe			
--	--	--	--

SUMMARY: Staff recommends a 25MPH speed limit on Posey Road from railroad tracks, West, to Hunter Road. There is a daycare facility on this portion of the roadway which justifies the lower speed limit.			
--	--	--	--

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR: Recommends

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:

11-3-3 Resubdivision of lot 5B, Green Acres Subdivision (2 lots). Hold public hearing; discussion and possible action to approve final plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Roxie Botkin

SPONSORED BY: Precinct 3 Commissioner Will Conley

SUMMARY:

The Green Acres Subdivision is a recorded subdivision located off of F.M. 2325 in Precinct 3. Green Acres was originally divided in 1968 as a 25 lot subdivision. Today there are 56 taxable parcels on the CAD records. Lot 5B is 6.50 acres as platted but the proposed configuration will divide the property into two 3.25 acre lots. Lot 5B-1 is currently served by Wimberley Water Supply Corporation and an on-site sewage facility. Lot 5B-2 will utilize Wimberley WSC and OSSF at the time of development.

RESUBDIVISION OF LOT 5B GREEN ACRES ESTABLISHING LOT 5B-1 AND LOT 5B-2 GREEN ACRES A SUBDIVISION IN HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS: WE, TOM R. CROSSETT, AND LINDA S. CROSSETT, OWNERS OF A RECORD 6.53 ACRE TRACT OF LAND, KNOWN AS LOT 5B, A PORTION OF LOT 5, GREEN ACRES, A SUBDIVISION RECORDED IN VOLUME 1, PAGE 66, PLAT RECORDS OF HAYS COUNTY, TEXAS, OUT OF THE GEORGIA G. BLACKWELL SURVEY IN HAYS COUNTY, TEXAS, AS CONVEYED TO US BY DEED DATED JUNE 4, 2010, AND RECORDED IN VOLUME 3914, PAGE 598, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DO HEREBY SUBDIVIDE 6.53 ACRES OF LAND TO BE KNOWN AS "RESUBDIVISION OF LOT 5B, GREEN ACRES, ESTABLISHING LOT 5B-1 AND LOT 5B-2, GREEN ACRES" IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETOFORE GRANTED AND DO HEREBY DEDICATE TO THE OWNERS OF THE PROPERTY THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF, TOM R. CROSSETT AND LINDA S. CROSSETT
HAS CAUSED THESE PRESENTS TO BE EXECUTED, AND THERE UNTO DULY AUTHORIZED THIS _____ DAY OF _____, A.D. 2011.

TOM R. CROSSETT _____ DATE _____
OWNER

LINDA S. CROSSETT _____ DATE _____
OWNER

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED TOM R. CROSSETT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

NOTARY PUBLIC IN AND FOR _____
COUNTY, TEXAS
COMMISSION EXPIRES _____
PRINT NAME _____

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED LINDA S. CROSSETT, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

NOTARY PUBLIC IN AND FOR _____
COUNTY, TEXAS
COMMISSION EXPIRES _____
PRINT NAME _____

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 STAGE, UNLESS SUCH DEVIATIONS HAVE BEEN SPECIFICALLY REQUESTED IN WRITING AND SUBSEQUENTLY APPROVED IN WRITING BY THE COUNTY. SUCH APPROVALS DO NOT RELIEVE THE ENGINEER OF THE OBLIGATION TO MODIFY THE DESIGN OF THE PROJECT IF IT DOES NOT MEET ALL OTHER COUNTY LAND DEVELOPMENT REGULATIONS OR IF IT IS SUBSEQUENTLY DETERMINED THAT THE DESIGN WOULD ADVERSELY IMPACT THE PUBLIC'S SAFETY, HEALTH, WELFARE OR PROPERTY.

HAYS COUNTY DEVELOPMENT SERVICES NOTES:

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO INCLUDING WATER SUPPLIES AND WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY THE COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST REMOVABLE WATER SOURCE.

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 DEVELOPMENT SERVICES.

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

JAMES "ELMI" GARZA _____ DATE _____
HAYS COUNTY DEVELOPMENT SERVICES
TOM POPE, P.E., C.E.M.
HAYS COUNTY DEVELOPMENT SERVICES
FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS
COUNTY OF HAYS

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, A.D. 2011, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT, AND SAID ORDER HAS BEEN ENTERED IN THE MINUTES OF SAID COURT IN BOOK _____ PAGE _____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 2011.

ALBERT (BERT) COBB MD.
COUNTY JUDGE
HAYS COUNTY, TEXAS

LIZ GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING WITH IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D. 2011, AT _____ O'CLOCK _____ P.M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN BOOK _____ PAGE(S) _____.
WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 2011.

LIZ GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

WIMBERLEY WATER SUPPLY CORPORATION, CEN 81004, AN APPROVED WATER SUPPLY SYSTEM HAS ADEQUATE QUANTITY TO SUPPLY THIS SUBDIVISION IN ACCORDANCE WITH THE POLICIES OF THE WATER SUPPLY SYSTEM.

WIMBERLEY WATER SUPPLY CORPORATION _____ DATE _____

I, JOEL B. WILKINSON, CITY ENGINEER OF THE CITY OF WIMBERLEY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT CONFORMS TO ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS TO WHICH APPROVAL IS REQUIRED.

JOEL B. WILKINSON, CITY ENGINEER _____ DATE _____

BASED UPON THE RECOMMENDATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER A REVIEW OF THE PLAT AS REPRESENTED AND CERTIFIED BY SAID ENGINEER AND SURVEYOR, I FIND THIS PLAT COMPLIES WITH THE REQUIREMENTS OF THE CITY OF WIMBERLEY. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATION AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE CITY OF WIMBERLEY DISCLAIMS ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATIONS OF THE REPRESENTATION, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

DON FERGUSON, CITY ADMINISTRATOR _____ DATE _____
CITY OF WIMBERLEY, TEXAS

I, DON FERGUSON, CITY ADMINISTRATOR OF THE CITY OF WIMBERLEY, TEXAS, HEREBY CERTIFY THAT THIS PLAT CONFORMS TO ALL THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS AS TO WHICH APPROVAL IS REQUIRED.

DON FERGUSON, CITY ADMINISTRATOR _____ DATE _____
CITY OF WIMBERLEY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS THAT, I, THE UNDERSIGNED REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF WIMBERLEY AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY HEREIN UNDER MY SUPERVISION, ON THE GROUND, AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

DANIEL R. GREGG EDWARDS
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5472
P. O. BOX 991
WIMBERLEY, TEXAS 78676
512-847-3827

DATE _____

RESUBDIVISION OF LOT 5B GREEN ACRES ESTABLISHING LOT 5B-1 AND LOT 5B-2 A SUBDIVISION IN HAYS COUNTY, TEXAS

NOTES

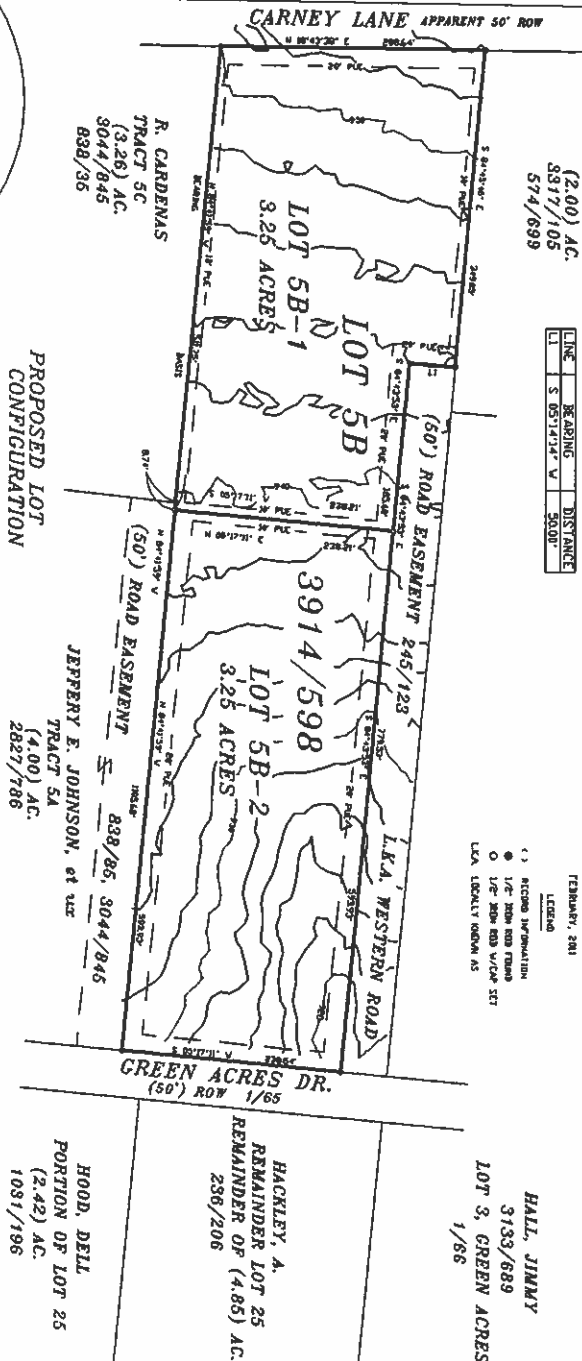
- 1) THIS SUBDIVISION LIES IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF UMBRELLY, TEXAS.
- 2) ACCORDING TO THE HAYES FLOOD INSURANCE RATE MAP, THE SUBDIVISION LIES WITHIN THE FLOOD HAZARD ZONE X AND IS NOT IN THE 100-YEAR FLOODPLAIN.
- 3) THIS SUBDIVISION LIES WITHIN THE CONTRIBUTING ZONE OF THE EDWARDS AQUIFER RECHARGE ZONE.
- 4) THIS SUBDIVISION IS WITHIN THE BOUNDARIES OF THE UMBRELLY INTERMEDIATE SCHOOL DISTRICT.
- 5) THE FOLLOWING PUBLIC UTILITY CASEMENTS ARE NEEDED:
A) WATER SERVICE TO THE LOT.
B) SEWER SERVICE TO THE LOT.
C) GAS SERVICE TO THE LOT.
D) ELECTRIC SERVICE TO THE LOT.
E) TELEPHONE SERVICE TO THE LOT.
- 6) THE SUBDIVISION IS WITHIN THE BOUNDARIES OF THE UMBRELLY RURAL FIRE DISTRICT #4.
- 7) THE SUBDIVISION IS WITHIN THE BOUNDARIES OF THE UMBRELLY RURAL FIRE DISTRICT #4.
- 8) THE SUBDIVISION IS WITHIN THE BOUNDARIES OF THE UMBRELLY RURAL FIRE DISTRICT #4.
- 9) THE SUBDIVISION IS WITHIN THE BOUNDARIES OF THE UMBRELLY RURAL FIRE DISTRICT #4.
- 10) THE SUBDIVISION IS WITHIN THE BOUNDARIES OF THE UMBRELLY RURAL FIRE DISTRICT #4.
- 11) THE SUBDIVISION IS WITHIN THE BOUNDARIES OF THE UMBRELLY RURAL FIRE DISTRICT #4.
- 12) THE SUBDIVISION IS WITHIN THE BOUNDARIES OF THE UMBRELLY RURAL FIRE DISTRICT #4.
- 13) THE SUBDIVISION IS WITHIN THE BOUNDARIES OF THE UMBRELLY RURAL FIRE DISTRICT #4.
- 14) THE SUBDIVISION IS WITHIN THE BOUNDARIES OF THE UMBRELLY RURAL FIRE DISTRICT #4.
- 15) THE SUBDIVISION IS WITHIN THE BOUNDARIES OF THE UMBRELLY RURAL FIRE DISTRICT #4.

MCCEE, ROSIE
LOT 1
(5.150) AC.
LEA ACRES
1/146

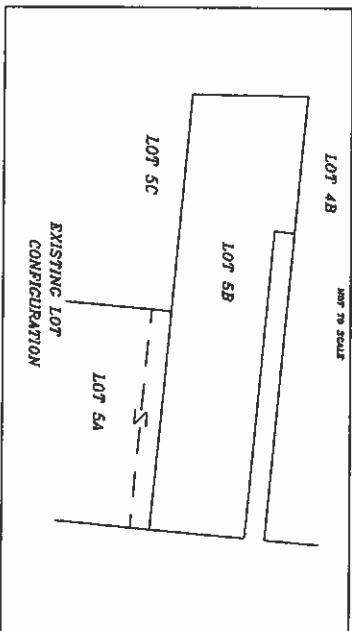
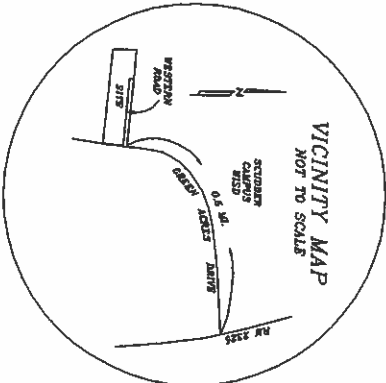
C. SERNA
TRACT 4B
(2.00) AC.
5317/105
574/699

LINE	READING	DISTANCE
1	S 05°14'14" W	35.00'

SCALE: 1" = 100'
TERRAIN, 2011
LEGEND
1) RECORD INFORMATION
2) 1/4" - 300' AND ROAD
3) 1/4" - 300' AND ROAD SET
LUA: LOCALLY ADJACENT



VICINITY MAP
NOT TO SCALE



DRAWN/DEVELOPER
TOM R. CROSSETT
LINDA S. CROSSETT
5400 CIMA MANCHE VISTA TRAIL
GRANBURY, TEXAS 76049

SURVEYOR
DANIEL R. GORDON EDWARDS
HAYS COUNTY LAND SURVEYING
P.O. BOX 990
UMBRLEY, TEXAS 76076
SEP-847-3827

WASTEWATER
INDIVIDUAL, ON-SITE SEWAGE FACILITIES

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

10-4-47 Resubdivision of Lots 103 and 104, Rolling Oaks Subdivision, Section 4 (2 lots). Hold public hearing; discussion and possible action to approve final plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

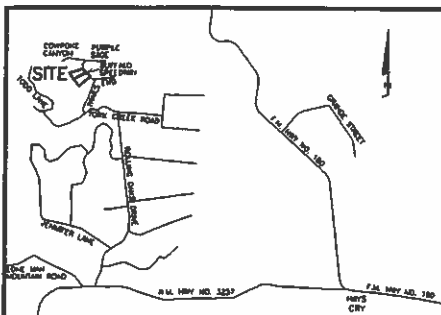
REQUESTED BY: Roxie Botkin

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

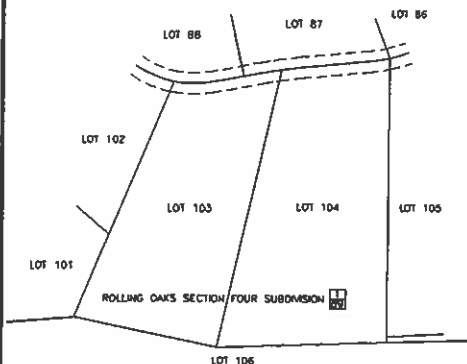
SUMMARY:

The Rolling Oaks Subdivision is a recorded subdivision located off of F.M. 3237 in Precinct 4. Section 4 was originally divided in 1969 and at that time there were 141 lots in the section. Today there are 167 taxable parcels on the CAD records. The property owner wishes to move the lot line dividing lot 103 (4.19 acres) and lot 104 (5.06 acres) in order to reconfigure the acreage as follows: lot 103-A, 7.26 acres; lot 104-A, 2.00 acres. This resubdivision will not result in an increase in density.

Lot 103-A is served by a private water well and OSSF. Lot 104-A will be served by a rainwater collection system and OSSF at the time of development.

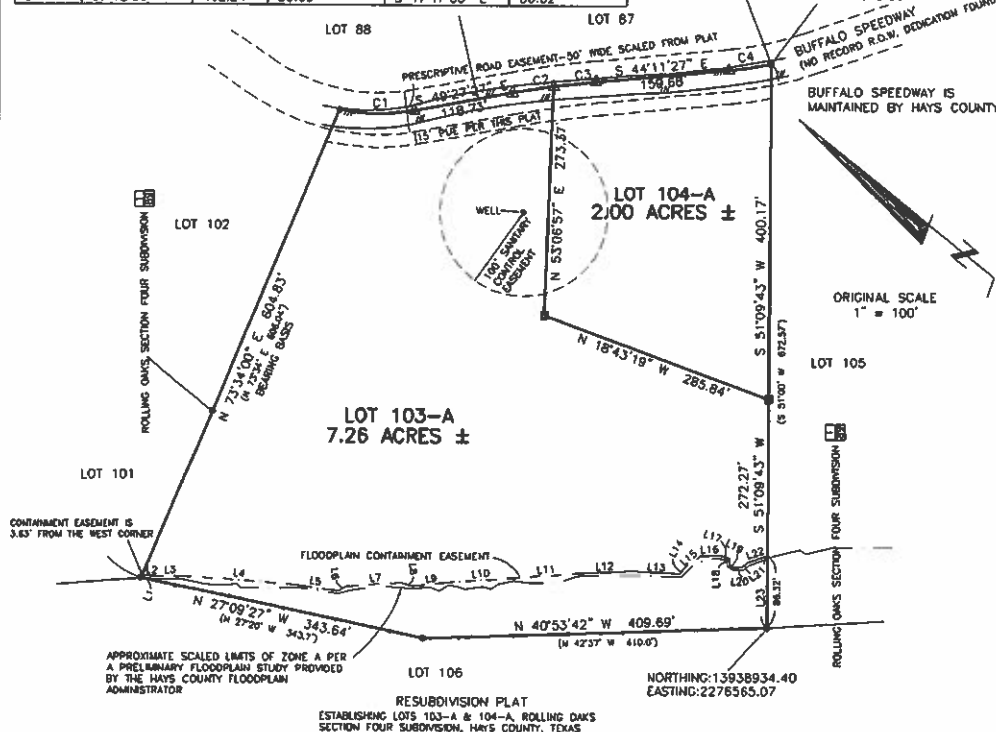


VICINITY MAP - NOT TO SCALE



EXISTING PLAT - NOT TO SCALE
SHOWING LOTS 103 & 104, ROLLING OAKS
SECTION FOUR SUBDIVISION, HAYS COUNTY, TEXAS

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	21°27'21"	243.93'	91.35'	S 38°44'50" E	90.81'
C2	02°36'29"	1087.13'	49.48'	S 48°09'13" E	49.48'
C3	02°39'31"	1087.13'	50.45'	S 45°31'13" E	50.44'
C4	07°12'56"	402.24'	50.66'	S 47°47'55" E	50.62'



JAMES "CLINT" GARZA, DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

DATE

DRIVEWAY PERMIT STATEMENT:

IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE
CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED 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 CHAPTER 721 OF THE
HAYS COUNTY DEVELOPMENT REGULATIONS.

ALL LOTS SHALL HAVE A MINIMUM DRIVEWAY CULVERT SIZE OF 18".

CLIENT: GILROY, CHARLES
DATE: JANUARY 26, 2011
OFFICE: BRYANT
CREW: PAYNE, BRYANT
FB/PC: 704/3
PLAT NO: 26520-11-e

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN
INDIVIDUAL WATER SUPPLY OR A STATE APPROVED COMMUNITY WATER SYSTEM. DUE TO
DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE
OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND
WATER AVAILABILITY. RAIN WATER 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 DEVELOPMENT SERVICES.

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

TOM POPE, R.S., C.F.W.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

DATE

LOT SIZE CATEGORIES

TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 4.63 ACRES
1 LOT, LARGER THAN 5.0 ACRES AND SMALLER THAN 10 ACRES
1 LOT, 2.00 ACRES OR LARGER UP TO 5.00 ACRES

UTILITIES:
ELECTRIC-PEDERNALES ELECTRIC COOP.
TELEPHONE-VERIZON
WATER-WELL ON LOT 103-A
RAINWATER COLLECTION ON LOT 104-A
SEWER-INDIVIDUAL ON-SITE SEWAGE FACILITIES

LEGEND

- VOL HAYS COUNTY DEED, REAL PROPERTY
OR OFFICIAL PUBLIC RECORDS
- PG HAYS COUNTY
PLAT RECORDS
- 1/2" IRON ROD SET WITH PLASTIC
CAP STAMPED "BYRN SURVEY"
- 1/2" IRON ROD FOUND
OR DIAMETER NOTED
- CONCRETE NAIL SET

SURVEYOR'S NOTES

- FENCES MEANDER.
- BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM
RECORD INFORMATION.
- ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD
INSURANCE RATE MAP NO. 48209C0235F DATED SEPTEMBER 2, 2005, A
PORTION OF THIS TRACT LIES WITHIN ZONE A, (SPECIAL FLOOD HAZARD
AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD).
- THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE
REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS
FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT. THEREFORE, CERTAIN
EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED
HEREON.
- ACCORDING TO SCALING FROM MAPS NO PORTION OF THIS
SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER
RECHARGE ZONE AND ALL OF THIS SUBDIVISION LIES WITHIN THE
BOUNDARIES OF THE CONTRIBUTING ZONE OF THE BARTON SPRINGS
SEGMENT OF THE EDWARDS AQUIFER.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY
SCHOOL DISTRICT.
- NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY
MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL
JURISDICTION.
- POWER LINES EXIST ON THE LOTS. PEC PERSONNEL SHALL HAVE
PERMISSION TO MAINTAIN THE POWER LINES AND CLEAR INTERFERING
TREE BRANCHES.
- THESE LOTS ARE LOCATED WITHIN ESD #7.

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, THAT WE, CHARLES AND MARY
GILROY, OWNERS OF LOTS 103 & 104, ROLLING OAKS SECTION FOUR
SUBDIVISION, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED
DATED JULY 15, 1998 & MARCH 4, 1999, AND RECORDED IN
VOLUME 1434, PAGE 677 & VOLUME 1509, PAGE 386, HAYS COUNTY
OFFICIAL PUBLIC RECORDS, DO HEREBY REPEAT SAME TO BE KNOWN
AS 103-A & 104-A, ROLLING OAKS SECTION FOUR SUBDIVISION, IN
ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND
ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO
HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND
EASEMENTS SHOWN HEREON.

CHARLES GILROY, OWNER
300 BUFFALO SPEEDWAY,
DRIFTWOOD, TEXAS 78619
512 842-1850

MARY GILROY, OWNER
300 BUFFALO SPEEDWAY,
DRIFTWOOD, TEXAS 78619
512 842-1850

STATE OF TEXAS
COUNTY OF HAYS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY
APPEARED

KNOWN TO ME TO BE THE
PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING
INSTRUMENT AND ACKNOWLEDGED TO BE THE
SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ____ DAY
OF _____, A.D., 20____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, LIZ D. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY
THAT ON THE ____ DAY OF _____, A.D., 20____,
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 SAID COURT IN
BOOK ____ PAGE ____.

BERT COBB, M.D.
COUNTY JUDGE
HAYS COUNTY, TEXAS

LIZ D. GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

I, LIZ D. GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO
HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE
ON THE ____ DAY OF _____, 20____ AT
____ O'CLOCK ____ M., AND DULY RECORDED ON THE ____ DAY OF
____, 20____ AT ____ O'CLOCK ____ M. IN

THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN BOOK ____
PAGE ____.

LIZ D. GONZALEZ, COUNTY CLERK
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR
IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY
SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE
AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE
UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER
MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL
NOT BE RECORDED FOR ANY PURPOSE.

REGISTERED PROFESSIONAL LAND SURVEYOR
PHILIP C. PAYNE, R.P.L.S. NO. 8064



ENGINEERS SURVEYORS
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512-396-2270 FAX 512-392-2945

RESUBDIVISION PLAT OF LOTS 103 &
104, ROLLING OAKS, SECTION FOUR
ESTABLISHING
LOT 103-A & LOT 104-A,
ROLLING OAKS,
SECTION FOUR,
HAYS COUNTY, TEXAS

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve increasing the not-to-exceed fee and compensation cap on the Loomis Partners Professional Service Agreement for necessary additional construction phase services on the RM 2325 project in Precinct 3.

TYPE OF ITEM: Discussion / Approval

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: \$26,500.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 2008 Road Bond Program

REQUESTED BY: Pct. 3 Commissioner Will Conley

SPONSORED BY: Pct 3 Commissioner Will Conley

SUMMARY:

The RM 2325 project, from Carney Lane to Fischer Store Rd., was identified as a key project in Precinct 3 as part of the 2008 Priority Road Bond Program. The project design is complete and is currently under construction.

With construction advancing, it has become necessary to supplement Loomis' work authorization to provide construction phase services. These services were not included in the initial work authorization to permit development of an appropriate scope and fee for these services once it was determined who would be providing construction management / engineering services and a more accurate construction schedule was available.

Construction phase services include:

- 1) Attend construction progress meetings,
- 2) Respond to contractor requests for information (RFIs),
- 3) Review contractor change order requests, and
- 4) Verify / re-establish project control for initiation of construction.

Supplemental Agreement No. 3 to the Professional Agreement and Supplemental Work Authorization No. 4 to Work Authorization No. 1 are attached for the Court's approval.

Funds are available within the project's bond program budget.

**SUPPLEMENTAL AGREEMENT NO. 3 TO THE
PROFESSIONAL SERVICES AGREEMENT**

STATE OF TEXAS §
 §
HAYS COUNTY §

This Supplemental Agreement to the Professional Services Agreement is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Loomis Partners, Inc. (*the "Engineer"*).

WHEREAS, the *County* and the *Engineer* executed a contract on August 20, 2009;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 was set by Supplemental No. 2 to the Agreement at \$788,846.00; and;

WHEREAS, the "*Compensation Cap*" in Exhibit I, Section 4, Item 4.3 was set by Supplemental No. 2 to the Agreement to limit the maximum amount payable under the Agreement to \$788,846.00; and;

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and;

WHEREAS, it has become necessary to amend the Agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said Agreement is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1.1 is hereby increased from \$788,846.00 to \$815,346.00.
- II. The "*Compensation Cap*" in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$788,846.00 to \$815,346.00.
- III. The hourly rates included in Exhibit II are hereby amended to include rates for 2011 / 2012 per the attached Supplement No. 1 to Exhibit II.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

EXECUTED this ____ day of _____, 2011.

THE ENGINEER:

HAYS COUNTY:

BY: _____

BY: _____

Printed Name: _____

Hays County Judge

Title: _____

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

SUPPLEMENT NO. 1 TO EXHIBIT II
HOURLY RATES
LOOMIS PARTNERS, INC.

<u>CLASSIFICATION</u>	2009 <u>BILLING RATE</u>	2010 <u>BILLING RATE</u>	2011 / 2012 <u>BILLING RATE</u>
Principal	\$165.00	\$170.00	\$176.00
Senior Engineer II	\$150.00	\$155.00	\$161.00
Senior Engineer I	\$140.00	\$145.00	\$150.00
Project Engineer V	\$130.00	\$135.00	\$140.00
Project Engineer IV	\$120.00	\$124.50	\$129.00
Project Engineer III	\$115.00	\$118.50	\$123.00
Project Engineer II	\$105.00	\$109.00	\$113.00
Project Engineer I	\$95.00	\$98.50	\$102.00
Engineering Asst. III	\$85.00	\$88.00	\$91.00
Engineering Asst. II	\$80.00	\$83.00	\$86.00
Engineering Asst. I	\$75.00	\$78.00	\$81.00
CAD Manager	\$115.00	\$119.50	\$124.00
Sr. Designer	\$115.00	\$119.50	\$124.00
Designer	\$105.00	\$119.00	\$123.00
CAD Tech V	\$100.00	\$104.00	\$108.00
CAD Tech IV	\$95.00	\$98.50	\$102.00
CAD Tech III	\$90.00	\$96.50	\$100.00
CAD Tech II	\$80.00	\$83.00	\$86.00
CAD Tech I	\$75.00	\$78.00	\$81.00
Principal Scientist	\$150.00	\$155.00	\$161.00
Senior Scientist	\$130.00	\$135.00	\$140.00
Staff Scientist	\$80.00	\$83.00	\$86.00
Environmental Technician	\$60.00	\$62.00	\$64.00
Chief Surveyor, RPLS	\$150.00	\$155.00	\$161.00
Senior Surveyor, RPLS	\$140.00	\$145.00	\$150.00
Project Surveyor II, RPLS	\$110.00	\$114.00	\$118.00
Project Surveyor I, SIT	\$95.00	\$98.50	\$102.00
Survey Technician II	\$80.00	\$83.00	\$86.00
Survey Technician I	\$70.00	\$72.50	\$75.00
2 Person Field Crew	\$140.00	\$145.00	\$150.00
3 Person Field Crew	\$180.00	\$187.50	\$195.00
Additional Rod Person	\$70.00	\$72.50	\$75.00
One Person GPS	\$100.00	\$104.00	\$108.00
Administrative Assistant	\$55.00	\$57.00	\$59.00
<u>EXPENSES</u>			
Prints / Copies			
8.5x11 Black & White	\$0.10/ea	\$0.10/ea	\$0.10/ea
8.5x11 Color	\$0.59/ea	\$0.59/ea	\$0.59/ea
11x17 Black & White	\$0.15/ea	\$0.15/ea	\$0.15/ea
Black Line Plots (24x36)	\$1.50/ea	\$1.50/ea	\$1.50/ea
Full Color Plots (24x36)	\$12/ea	\$12/ea	\$12/ea
Mileage	IRS standard Rate	IRS standard Rate	IRS standard Rate
Other Expenses / Subcontracts	Cost	Cost	Cost

SUPPLEMENTAL NO. 4 TO
WORK AUTHORIZATION NO. 1

STATE OF TEXAS §
 §
HAYS COUNTY §

This Supplemental No. 4 to Work Authorization No. 1 is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Loomis Partners, Inc. (*the "Engineer"*).

WHEREAS, the *County* and the *Engineer* executed Work Authorization No. 1 of the Professional Services Agreement on August 20, 2009 and Supplement No. 1 on April 20, 2010 and Supplement No. 2 on October 21, 2010 and Supplement No. 3 on March 8, 2011;

WHEREAS, the maximum amount payable for services performed in Part 2 and Attachment D1 was amended to \$780,914.50 via Supplement No. 3; and;

WHEREAS, the Work Authorization termination date was amended to April 30, 2011 by Supplement No. 2; and;

WHEREAS, the determination of who would manage the construction phase of the project as made during the project design;

WHEREAS, no construction phase support was included in prior work authorizations; and;

WHEREAS, the Hourly Rates are limited to the rates noted in Exhibit II of the Professional Services Agreement;

WHEREAS, the Hourly Rates in Exhibit II were provided for the calendar years 2009 and 2010;

WHEREAS, it has become necessary to amend the Work Authorization.

WORK AUTHORIZATION

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said Work Authorization is amended as follows:

- I. The maximum amount payable for services performed in Part 2 and Attachment D1 is hereby increased from \$780,914.50 (per Supplement No. 4) to \$806,980.50.
- II. The Scope of work for Item IV is hereby amended to included the following:
 - Verify and re-establish project control at initiation of construction;
 - Locate OH utility pole locations to check for conflicts.

- III. The following is hereby added to the scope of work:
Construction Support (Function Code 351)
- Attend construction progress meetings;
 - Respond to contractor Requests For Information; and
 - Review and process contractor change orders.
- IV. The Work Authorization Termination date is hereby amended to April 30, 2012.
- V. The hourly rates included in attachment D2 are hereby amended to include rates for 2011 / 2012 per the attached.
- VI. All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

EXECUTED this ____ day of _____, 2011.

THE ENGINEER:

HAYS COUNTY:

BY: _____

BY: _____

Printed Name: _____

Hays County Precinct 3 Commissioner

Title: _____

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

ATTACHMENT D2

RATES & CLASSIFICATIONS

LOOMIS PARTNERS	2009	2010	2011 / 2012
<u>CLASSIFICATION</u>	<u>BILLING RATE</u>	<u>BILLING RATE</u>	<u>BILLING RATE</u>
Principal	\$165.00	\$170.00	\$176.00
Senior Engineer II	\$150.00	\$155.00	\$161.00
Senior Engineer I	\$140.00	\$145.00	\$150.00
Project Engineer V	\$130.00	\$135.00	\$140.00
Project Engineer IV	\$120.00	\$124.50	\$129.00
Project Engineer III	\$115.00	\$118.50	\$123.00
Project Engineer II	\$105.00	\$109.00	\$113.00
Project Engineer I	\$95.00	\$98.50	\$102.00
Engineering Asst. III	\$85.00	\$88.00	\$91.00
Engineering Asst. II	\$80.00	\$83.00	\$86.00
Engineering Asst. I	\$75.00	\$78.00	\$81.00
CAD Manager	\$115.00	\$119.50	\$124.00
Sr. Designer	\$115.00	\$119.50	\$124.00
Designer	\$105.00	\$119.00	\$123.00
CAD Tech V	\$100.00	\$104.00	\$108.00
CAD Tech IV	\$95.00	\$98.50	\$102.00
CAD Tech III	\$90.00	\$96.50	\$100.00
CAD Tech II	\$80.00	\$83.00	\$86.00
CAD Tech I	\$75.00	\$78.00	\$81.00
Principal Scientist	\$150.00	\$155.00	\$161.00
Senior Scientist	\$130.00	\$135.00	\$140.00
Staff Scientist	\$80.00	\$83.00	\$86.00
Environmental Technician	\$60.00	\$62.00	\$64.00
Chief Surveyor, RPLS	\$150.00	\$155.00	\$161.00
Senior Surveyor, RPLS	\$140.00	\$145.00	\$150.00
Project Surveyor II, RPLS	\$110.00	\$114.00	\$118.00
Project Surveyor I, SIT	\$95.00	\$98.50	\$102.00
Survey Technician II	\$80.00	\$83.00	\$86.00
Survey Technician I	\$70.00	\$72.50	\$75.00
2 Person Field Crew	\$140.00	\$145.00	\$150.00
3 Person Field Crew	\$180.00	\$187.50	\$195.00
Additional Rod Person	\$70.00	\$72.50	\$75.00
One Person GPS	\$100.00	\$104.00	\$108.00
Administrative Assistant	\$55.00	\$57.00	\$59.00
<u>EXPENSES</u>			
Prints / Copies			
8.5x11 Black & White	\$0.10/ea	\$0.10/ea	\$0.10/ea
8.5x11 Color	\$0.59/ea	\$0.59/ea	\$0.59/ea
11x17 Black & White	\$0.15/ea	\$0.15/ea	\$0.15/ea
Black Line Plots (24x36)	\$1.50/ea	\$1.50/ea	\$1.50/ea
Full Color Plots (24x36)	\$12/ea	\$12/ea	\$12/ea
Mileage	IRS standard Rate	IRS standard Rate	IRS standard Rate
Other Expenses / Subcontracts	Cost	Cost	Cost

EXHIBIT 'D' - FEE SCHEDULE

RM 3315 FROM CARNEY LANE TO FISCHER STORE ROAD
 MANHOUS BREAKDOWN
 PLANS, SPECIFICATIONS AND ESTIMATES

HAYS COUNTY PRIORITY ROAD BOND PROGRAM
 CONTRACT NO. WAB1; Supplemental No. 4

Sheet Control No. / Sub	Work Description	(Labor Rates)	A	B	C	D	E	F	G	H	I	J	K	TOTAL HRS	DIRECT LABOR COSTS	DIRECT LAB. OH & PROFIT	% Total Per Code
0	FUNCTION CODE 110		0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	0.00%
0	FUNCTION CODE 120		0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	0.00%
0	FUNCTION CODE 130		0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	0.00%
0	FUNCTION CODE 150		0	4	0	0	0	0	34	0	0	0	1	48	\$ 6,721.00	\$ 6,721.00	26.90%
0	FUNCTION CODE 160		0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	0.00%
0	FUNCTION CODE 161		0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	0.00%
0	FUNCTION CODE 162		0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	0.00%
0	FUNCTION CODE 163		0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	0.00%
0	FUNCTION CODE 164		0	0	0	0	0	0	0	0	0	0	0	0	\$ -	\$ -	0.00%
20	FUNCTION CODE 351		0	82	0	19	8	14	0	0	0	0	12	135	\$ 18,267.00	\$ 18,267.00	73.10%
20	4 TOTAL DIRECT LABOR COST		0	86	0	19	17	14	34	0	0	0	13	183	\$ 24,988.00	\$ 24,988.00	
	% of Total Hours by Labor Classification		0.00%	46.99%	0.00%	10.38%	9.29%	7.65%	18.58%	0.00%	0.00%	0.00%	7.10%				

- TOTAL LABOR COST W/ OH

EXGR - TOTAL PROJECT DIRECT COSTS	
Printing and Reproduction	\$ 188.00
Travel	\$ 770.00
PC & PC CADD	\$ -
Delivery Services	\$ 120.00
TOTAL DIRECT COSTS	\$ 1,078.00

SUBCONTRACTS - TOTAL PROJECT

SUBCONSULTANT	
Archaeological Survey / Historic-Age Structures	\$ -
MLA Labr (Geotech)	\$ -
Klotz	\$ -
Underground Services, Inc	\$ -

TOTAL SUBCONTRACT COST \$ -

TOTAL PROJECT COST \$ 24,988.00

OH Multiplier
 Profit on DL

"Labor Categories"
 A = Principal
 B = Sr Eng / Pr. Scientist/Chief Surveyor
 C = Project Engineer V / Sr Scientist
 D = Project Engineer III
 E = CAD Tech IV/Project Surveyor I
 F = CAD Tech II/ Staff Scientist
 G = 2 Person Survey Field Crew
 H =
 I =
 J =
 K = Clerical / Administrative

ARM 2325 FROM CARNEY LANE TO FISCHER STORE ROAD MANHOUR BREAKDOWN PLANS, SPECIFICATIONS AND ESTIMATES

HAYS COUNTY PRIORITY ROAD BOND PROGRAM

PLANS, SPECIFICATIONS AND ESTIMATES

CONTRACT NO.

WV#1: Supplemental No. 4

[illegible]

FUNCTION 150 DIRECT COSTS			
Printing and Reproduction	\$	-	
Travel	\$	-	
PC & PC CADD	\$	-	(Computers included in the Overhead Multiplier)

SUBCONTRACTS - FUNCTION 150	
Archaeological Survey / Historic-Age Structures	\$ -
NLA Labs (Geotech)	\$ -
Molz	\$ -
Underground Services, Inc	\$ -
TOTAL SUBCONTRACT COST	\$ -
<hr/>	
TOTAL COSTS FOR FUNCTION CODE 150	\$ 6,721,007

"Labor Categories"
 A = Principal
 B = Sr. Eng./Pr. Scientist/Chief Surveyor
 C = Project Engineer V./Sr. Scientist
 D = Project Engineer III
 E = CAD Tech IV/Project Surveyor I
 F = CAD Tech III/Staff Scientist
 G = 2 Person Survey Field Crew
 H =
 I =
 J =
 K = Clerical / Administrative

ARM 232S FROM CARNEY LANE TO FISCHER STORE ROAD

MILAVS COUNTY PRIORITY ROAD BOND PROGRAM

PLANS, SPECIFICATIONS AND ESTIMATES

CONTRACT NO. _____ WAMI; Supplemental No. 4

FUNCTION CODE 351																
Sheet Count New	Sid.	Work Description														
Total		A (Labor Rates)	B	C	D	E	F	G	H	I	J	K	TOTAL HRS	DIRECT LABOR COSTS	DIRECT LAB. OH & PROFIT	
		\$ 176.00	\$ 161.00	\$ 140.00	\$ 123.00	\$ 102.00	\$ 86.00	\$ 150.00	\$ -	\$ -	\$ -	\$ 90.00				
		Construction Progress Meetings														
			28										28	\$ 4,508.00	\$ 4,508.00	
		Monthly for 6 Months (4 hrs each including travel and followup/meets)														
			24										27	\$ 4,041.00	\$ 4,041.00	
													0	\$ -	\$ -	
20	4	Respond to Contractor RFI's														
			6		?		6						17	\$ 1,969.00	\$ 1,969.00	
		Assumed number of RFI's -- 6 Simple (no field visit required)														
			21		12	8	-						48	\$ 6,194.00	\$ 6,194.00	
		Assumed number of RFI's -- 6 Complex (requiring field visit to site)														
													0	\$ -	\$ -	
		Process Change Orders -- Assumed number: 4														
			3		4		4						15	\$ 1,555.00	\$ 1,555.00	
													0	\$ -	\$ -	
													0	\$ -	\$ -	
													0	\$ -	\$ -	
													0	\$ -	\$ -	
													0	\$ -	\$ -	
													0	\$ -	\$ -	
													0	\$ -	\$ -	
													0	\$ -	\$ -	
													0	\$ -	\$ -	
													0	\$ -	\$ -	
													0	\$ -	\$ -	
													0	\$ -	\$ -	
													0	\$ -	\$ -	
													0	\$ -	\$ -	
20	4	TOTAL DIRECT LABOR												135	\$ 18,267.00	\$ 18,267.00
		% Total by Classification														
		0	82	0	19	8	14	0	0	0	0	12				
		0.00%	60.74%	0.00%	14.07%	5.93%	10.37%	0.00%	0.00%	0.00%	0.00%	8.89%				

FUNCTION 351 DIRECT COSTS		Labor Categories*	
Printing and Reproduction	\$ 188.00	A = Principal	
Travel	\$ 770.00	B = Sr Eng / Pr. Scientist/Chief Surveyor	
PC & PC CADD	\$ -	C = Project Engineer V / Sr Scientist	
Delivery Services	\$ 120.00	D = Project Engineer III	
		E = CAD Tech IV/Project Surveyor I	
		F = CAD Tech IV Staff Scientist	
		G = 2 Person Survey Field Crew	
		H =	
		I =	
		J =	
		K = Clerical / Administrative	
TOTAL DIRECT COSTS	\$ 1,078.00		

SUBCONTRACTS - FUNCTION 351	
Archaeological Survey / Historic-Age Structures	\$ -
MILS Labs (Geotech)	\$ -
Klotz	\$ -

TOTAL COSTS FOR FUNCTION CODE 351 \$19,345.00

EXHIBIT 'D' - FEE SCHEDULE

RM 2325 FROM CARNEY LANE TO FISCHER STORE ROAD
MANHOUS BREAKDOWN
PLANS, SPECIFICATIONS AND ESTIMATES

HAYS COUNTY PRIORITY ROAD BOND PROGRAM

CONTRACT NO. WA#1; Supplemental No. 4

Direct Expense	FC 110	FC 120	FC 130	FC 150	FC 160	FC 161	FC 162	FC 163	FC 164	FC 351
	0	0	0	0	0	0	0	0	0	20
	0	0	0	0	0	0	0	0	0	4
<i>New Sheet Count (11x17)</i>										
<i>Standards (11x17)</i>										
<i>Printing & Reproduction</i>	<i>(# of sets)</i>	<i>(Cost)</i>	<i>(Units)</i>							
<i>Other Direct Expenses</i>										
Environmental Agency Database	1	\$ 750.00 /ea								
TDLR / ADA Review Fee	1	\$ 250.00								
Title Co. Easement Research	1	\$ 275.00 /ea								
<i>11 x 17 Sheets</i>										
Plotting Working Drawings	5	\$ 0.15 /ea								
Plotting TxDOT Submittal	0	\$ 0.15 /ea								
TxDOT 30% Submittal (print)	0	\$ 0.15 /ea								
Plotting Working Drawings	0	\$ 0.15 /ea								
Plotting TxDOT Submittal	0	\$ 0.15 /ea								
TxDOT 60% Submittal (print)	5	\$ 0.15 /ea								
Plotting Working Drawings	0	\$ 0.15 /ea								
Plotting TxDOT Submittal	5	\$ 0.15 /ea								
TxDOT 95% Submittal (print)	0	\$ 0.15 /ea								
Plotting Working Drawings	0	\$ 0.15 /ea								
TxDOT Final PS&E (mylar)	1	\$ 5.00 /ea								
TxDOT Final Submittal (print)	0	\$ 0.15 /ea								
TxDOT standards (mylar)	0	\$ 2.50 /ea								
TxDOT standards (print)	0	\$ 0.15 /ea								
<i>8 1/2 x 11 Sheets</i>										
Rating Report	0	\$ 0.10 /ea								
Recommendation Report	5	\$ 0.10 /ea								
Design Calculations	2	\$ 0.10 /ea								
Draft CE to District (~120 pages)	5	\$ 0.10 /ea								
roll plots of ROW	8	\$ 25.00 /ea								
additional printing	-	\$ 0.10 /ea								

Total Direct Cost Associated w/ Printing \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 188.00

EXHIBIT 'D' - FEE SCHEDULE

RM 2325 FROM CARNEY LANE TO FISCHER STORE ROAD
MANHOOR BREAKDOWN
TRAVEL

CONTRACT NO. XXXXXXXX - WA#1

Direct Expense		FC 110	FC 120	FC 130	FC 150	FC 160	FC 161	FC 162	FC 163	FC 164	FC 351
Trips to Client		0	0	0	0	0	0	0	0	0	0
Trips to Subconsultants		0	0	0	0	0	0	0	0	0	0
Trips to Site		0	0	0	0	0	0	0	0	0	20

Travel Expense		(# of person)	(Cost)	(Units)						
(miles or days)										
0	Airfare to Client	0	\$ -	/ticket						
0	Airfare to Subs	0	\$ -	/ticket						
0	Airfare to Site	0	\$ -	/ticket						
0	Airport Parking (client)	****	\$ -	/day						
0	Airport Parking (subs)	****	\$ -	/day						
0	Airport Parking (site)	****	\$ -	/day						
0	Rental Car (client)	****	\$ -	/day						
0	Rental Car (subs)	****	\$ -	/day						
0	Rental Car (site)	****	\$ -	/day						
0	Lodging @ Client/person	0	\$ -	/day						
	Lodging @ Subs/person	0	\$ -	/day						
	Lodging @ Site/person	0	\$ -	/day						
	Subsistence @ Client/person	0	\$ -	/day						
	Subsistence @ Subs/person	0	\$ -	/day						
	Subsistence @ Site/person	0	\$ -	/day						
50	Car Mileage (client)	****	\$ 0.550	/mile						
15	Car Mileage (subs)	****	\$ 0.550	/mile						
70	Car Mileage (site)	1	\$ 0.550	/mile						
Klotz										
Total Direct Cost Associated w/ Travel										
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 770.00

RM 2325 FROM CARNEY LANE TO FISCHER STORE ROAD
MANHOURLY BREAKDOWN
SHIPPING / POSTAGE

CONTRACT NO. XXXXXX - WA#1

[illegible]

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute the Professional Services Agreement with Reynolds, Smith and Hills CS, Incorporated (RS&H).

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: N/A

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

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

SPONSORED BY: Pct 2 Commissioner Mark Jones.

SUMMARY: RS&H is the agency proposed to provide Construction Inspection and Materials Testing for the FM 1626 North project; the PSA will allow for the completion of :

1. Constructability reviews of the construction plans
2. Documents Control / Records Management
3. RFI Processes
4. Change Order Processes
5. Construction Oversight
6. Materials Testing
7. Survey

See attachment.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with Halff Associates, Inc. for limited flood protection planning studies associated with drainages in the Lower Colorado River Basin.

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: \$19,100.00 – matching funds allocated to TWDB grant

LINE ITEM NUMBER OF FUNDS REQUIRED: 171-691-99-051.5448

REQUESTED BY: Hauff

SPONSORED BY: Whisenant

SUMMARY:

On November 3, 2009 the Commissioners Court approved a grant contract with the Texas Water Development Board (TWDB) to initiate a flood protection planning study on waterways in northern Hays County that are part of the Lower Colorado River Drainage Basin. On May 4, 2010 the Commissioners Court approved agreements with the Lower Colorado River Authority (LCRA) and the U.S. Army Corps of Engineers (USACE) to partner in funding and conducting the study, with cost sharing of 50% by the USACE. On August 10, 2010 the Commissioners Court accepted a grant award amendment increasing funding from the TWDB (total award \$389,225) necessary to complete investigations of the drainage basin.

There is a small portion of the study area that the USACE cannot participate in funding due to internal agency requirements, although this area was accounted for in the TWDB grant. The purpose of this agreement with Halff Associates Inc. is to complete studies of drainage segments as required under the TWDB grant scope. The total cost of the additional investigations is \$38,200.00. Halff Associates Inc. is a subcontractor to the USACE for the larger project, and it is of benefit to the County to maintain consistency with the overall study and report content to retain this firm for the associated work. The contract will be paid with funds from the grant (50%) and with the County matching funds already dedicated to this project. It is anticipated that additional matching funds will be provided by those jurisdictions requesting detailed studies of local drainage areas.



June 8, 2011

1008-07-5510

The Honorable Bert Cobb, M.D.
Judge, Hays County
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

To the Honorable Judge Cobb:

Halff Associates is pleased to present our proposal to perform a flood protection planning study in accordance with the Texas Water Development Board (TWDB) Phase IA and Phase IB grants for all streams that do not qualify for Federal matching funds as part of the Hays County Drainage Master Plan. The total County cost for this effort is \$19,100. Attached is the proposed Scope of Service and associated supporting information. In accordance with the USACE, the Phase IA study results will be forwarded to FEMA for incorporation to the 2011 County DFIRM update.

Appendix A provides the standard terms and conditions of the agreement. We appreciate the opportunity to be of service to Hays County. If this proposal meets with the approval of your Commissioner's Court, please execute the contract in Appendix A and return one copy to this office.

Please do not hesitate to call me if you have any questions or require additional information. You can contact me at my office or my mobile phone at 512-417-3858.

Sincerely,

HALFF ASSOCIATES, INC.

Michael A. Moya, PE, CFM
Vice President



Proposed Scope of Services

Halff Associates is pleased to present a proposal to assist Hays County in completing the Texas Water Development (TWDB) Hays County Flood Protection Planning Study. Halff Associates proposes a flood protection planning study to be conducted in accordance with the TWDB Phase IA and Phase IB grants for streams not eligible for Federal funding. The flood protection planning study consists of the development of existing and future condition Hydrology, Floodplain Hydraulics, Environmental, and Economic analyses for streams in the Onion Creek, Bear Creek, Little Bear Creek, Barton Creek, and Pedernales River watersheds located within Hays County. The Hydraulic analyses will be developed for approximately 77.9 miles of stream including approximately 3.5 miles of detailed study that will require field surveys to be incorporated into the Hydraulic Model. Two Summary Reports (Phase IA and Phase IB) will be prepared that define the problems, needs, and opportunities in the study area and discusses the potential measures to address them. Hays County is responsible for 50% of this fee, as the TWDB will be responsible for the remaining 50% under the Flood Protection Planning Grants for Phase IA and IB as listed below.

Fee Summary

	TWDB Grant	Hays County	Project Total
Total Phase IA Fee	\$16,552	\$16,552	\$33,104
Total Phase IB Fee	\$2,548	\$2,548	\$5,096
Total Professional Fee	\$19,100	\$19,100	\$38,200

Supporting Information

Hays County is currently participating in a county-wide watershed study under a regional partnership with the U.S. Army Corps of Engineers (USACE), the Lower Colorado River Authority (LCRA), and the Texas Water Development Board (TWDB) for a federal Flood Damage Reduction Feasibility Study (Study). The Study will investigate structural and nonstructural flood damage reduction projects for selected tributaries draining into the Colorado River and the San Marcos River and will develop a Comprehensive and Regionally-based Flood Protection Plan for Hays County. See Figure 1 - Project Area Map for the proposed study areas according to the indicated phases.

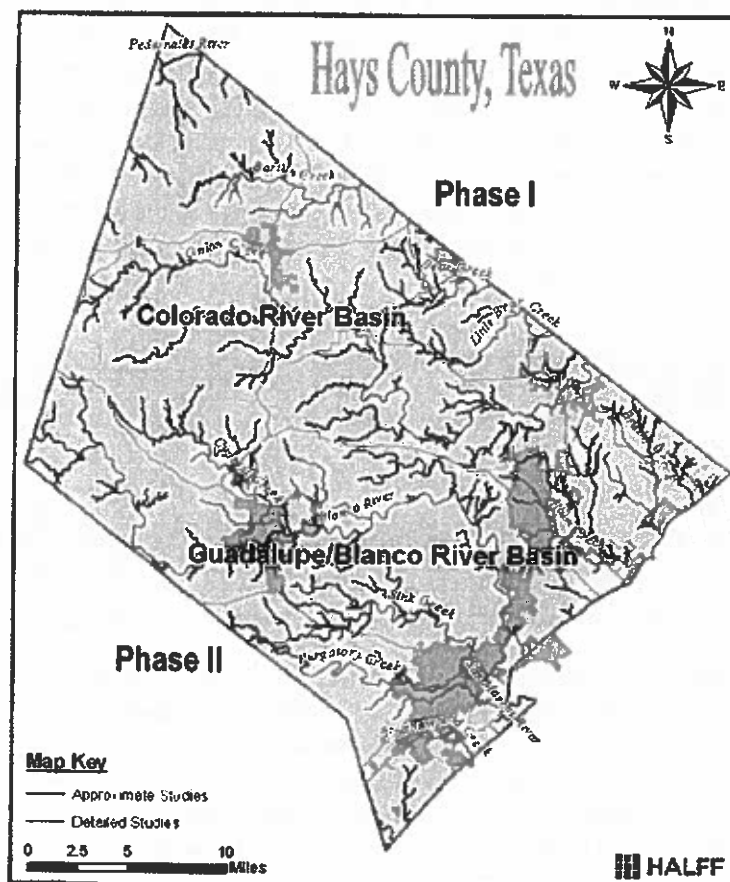


Figure 1. Project Area Map of Hays County

A portion of Phase I (Phase IA) was awarded by the Texas Water Development Board (TWDB) in 2009, with a second award in 2010 to fund Phase IB. This proposal is for the completion of the Phase IA and IB tasks that do not qualify for federal matching funds. The following is a description of Phase I of the Hays County Study and the details of the Phase IA and IB study areas.

Phase I - Colorado River Basin (2009-2012):

Phase I includes the Colorado River sub-watershed basins of Onion Creek, Barton Creek, and Pedernales River located in Hays County. This initial phase will utilize a Feasibility Cost Share Agreement (FCSA) with



the USACE, which is currently in place, as implemented by the LCRA for the Texas Colorado River Floodplain Coalition (TCRFC). The LCRA will assist with the Phase I study effort by acting as the administrator to assist in coordinating tasks, schedules, and budgets between the County, USACE, and TWDB. Phase I includes the development of a detailed Project Management Plan (PMP) by the USACE for a flood damage reduction feasibility study for Hays County with the USACE, LCRA, and TWDB.

Phase IA (2011-2012):

Phase IA was funded by the TWDB in 2009. The County and TWDB agreed to contract terms (TWDB Contract No. 0904830950) for Phase 1A in October 2009 for a not-to-exceed TWDB share of the total study cost of \$214,225. Since the signing of the Phase IA TWDB grant, the USACE has developed a detailed PMP for the Phase IA study effort. The USACE Phase IA budget depicted in the PMP is \$907,100, or about 5% greater than the \$856,900 study budget presented in the October 2009 TWDB Grant. The difference of \$116,408 will be considered a continuation of Phase IA to Phase IB and will be included in the Phase IB budget. In addition, the USACE has determined that some of the study stream headwaters (less than 1.5 square miles of contributing area) will not qualify for Federal matching funds. The initial Phase 1A funding is as follows, based on a not-to-exceed TWDB and local funding of \$214,225 each:

Table 1. Phase IA Funding Sources

<i>Funding Source</i>	<i>Phase IA Matching Funds</i>		<i>Total</i>
	<i>25% - 25% - 50%</i>	<i>50% - 50%</i>	
TWDB	\$197,673	\$16,552	\$214,225
Local	\$197,673	\$16,552	\$214,225
Federal - USACE	\$395,346	\$0	\$395,346
Total TWDB Budget	\$790,692	\$33,104	\$823,796
USACE Phase IA PMP Budget	\$907,100	\$0	\$907,100
Continuation to TWDB Phase IB	\$116,408	\$0	\$116,408

Phase IA consists of the development of existing and future conditions for Hydrology, Floodplain Hydraulics, Environmental, and Economics for Onion Creek, Bear Creek, and Little Bear Creek located within Hays County. Phase IA includes an update of the USACE's 2003 Onion Creek hydrologic model for existing (2011) and future land use conditions. Hydraulic analyses will be developed for approximately 233 miles of stream including about 63 miles of detailed study that will require field surveys to be incorporated into the Hydraulic Model (see Figure 2 and Tables 2 and 3 on page 5). This phase also includes updating the Lower Colorado River economic structures database, development of environmental baseline conditions, identification of flood damages, evaluating alternatives to reduce damages, and initial recommendations for flood damage reduction improvements that meet state and federal criteria throughout the Onion Creek, Bear Creek and Little Bear Creek Basins in Hays County. A Phase IA Summary Report will be prepared that defines the problems, needs, and opportunities in the study area and discusses the potential measures to address them.

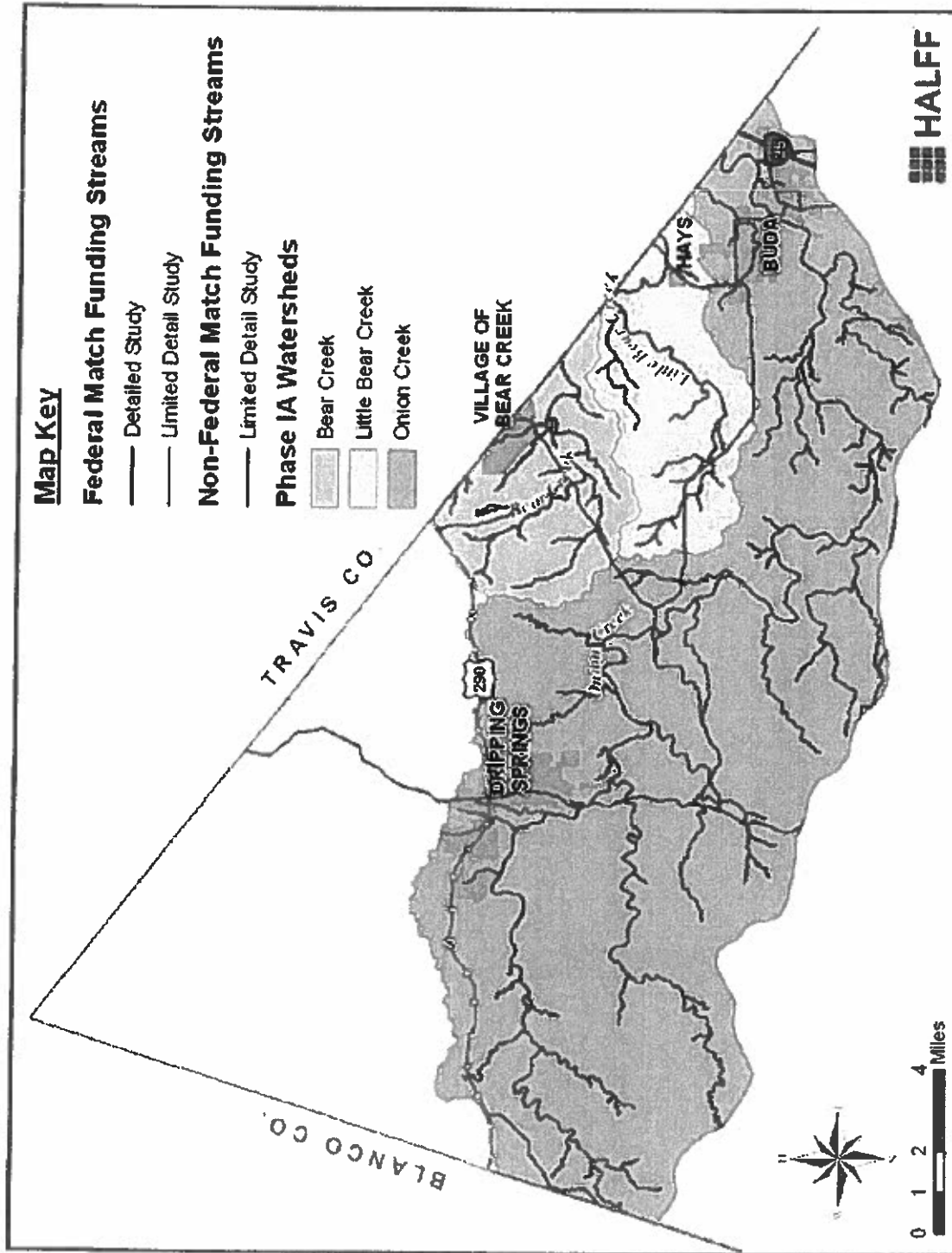


Table 2. List of Hays County Federally Funded Streams in Phase IA

Stream Name	Stream Length (Miles)	
	Detailed	Approximate
Bear Creek	7.20	0.90
Bear Creek Trib	1.72	
Bear Creek Trib	2.33	
Bear Creek Trib	0.78	
Flat Creek		4.76
Freestone Branch		0.56
Garlic Creek		5.07
Gatlin Creek		3.45
Grooms Branch		1.31
Jackson Branch		3.30
Jackson Branch Trib		0.84
Little Bear Cr Trib		0.69
Little Bear Cr Trib	1.40	2.47
Little Bear Creek	6.76	4.62
Millseat Branch		1.22
Mustang Branch		3.52
Mustang Branch		7.38
North Gatlin Creek		4.38
Onion Creek	38.92	10.20
Onion Creek Trib		1.11
Onion Creek Trib		2.58
Onion Creek Trib		3.31
Pier Branch		1.78
Pier Branch Trib		1.49
Rocky Branch		3.23
South Gatlin Creek		3.34
South Onion Creek		13.87
Spring Hollow		3.57
Trib of Onion Cr. Trib		2.90
Walnut Spring		1.35
White Branch		1.60
Yorks Creek		7.44
Yorks Creek Trib		1.92
Total Phase IA	59.11	104.16

Table 3. List of Hays County Non-Federal Funded Streams in Phase IA

Stream Name	Stream Length (Miles)	
	Detailed	Approximate
Bear Creek		1.05
Bear Creek Tribs		9
Spring Hollow		1
Spring Hollow Tribs		2
Trib of Bear Creek Tribs		0.92
Little Bear Cr Tribs		7.41
Little Bear Creek		1.07
Trib of Little Bear Cr Tribs		2.45
Cottonwood Branch		0.35
Dripping Springs Additions	3.50	
Eskew Branch		1.30
Flat Creek		0.41
Garlic Creek Trib		0.73
Grooms Branch		0.14
Millseat Branch		1.47
Mustang Branch		0.96
Mustang Branch Tribs		5.63
Onion Creek Tribs		17.53
Rocky Branch		0.54
South Gatlin Creek Tribs		2.30
South Onion Creek		0.72
South Onion Creek Tribs		1.63
Trib of Mustang Branch Tribs		0.61
Trib of Onion Creek Tribs		2.04
Walnut Spring		0.84
White Branch		0.66
White Branch Trib		0.58
Yorks Creek		0.32
Yorks Creek Tribs		2.91
Total Phase IA	3.50	66.36

Phase IB (2011-2012):

Phase IB was funded by the TWDB in 2010. The County and TWDB agreed to contract terms (TWDB Contract No. 0904830950) for Phase IB in August 2010 for a not-to-exceed TWDB share of the total study cost of \$175,000. Phase IB of the plan (see Figure 3) will emphasize the completion of Phase IA USACE tasks and the development of comprehensive flood planning information, including the development of existing and future conditions for Hydrology, Floodplain Hydraulics, Environmental, and Economics for the Pedernales River and Barton Creek Basins located within Hays County. During this phase, new hydrology will be developed for the Pedernales and Barton Creek Basins for existing (2010) and future land use conditions. Hydraulic analyses will be developed for approximately 71 miles of

stream including about 28 miles of detailed study, which will require field surveys to be incorporated into the Hydraulic Models (see Tables 5 and 6 on page 7). This phase also includes updating the Lower Colorado River economic structures database, development of environmental baseline conditions, identification of flood damages, evaluating alternatives to reduce damages, and initial recommendations for flood damage reduction improvements that meet state and federal criteria throughout the Pedernales River and Barton Creek Basins in Hays County. A Phase IB Summary Report will be prepared that defines the problems, needs, and opportunities in the study area and discusses the potential measures to address them.

Table 4. Phase IB Funding Sources

Funding Source	Phase IB Matching Funds		Total
	25% - 25% - 50%	50% - 50%	
TWDB	\$172,452	\$2,548	\$175,000
Local	\$172,452	\$2,548	\$175,000
Federal - USACE	\$344,904	\$0	\$344,904
Total TWDB Budget	\$689,808	\$5,096	\$694,904
USACE Phase IB PMP Budget	\$573,400	\$0	\$573,400
Continuation from USACE Phase IA	\$116,408	\$0	\$116,408

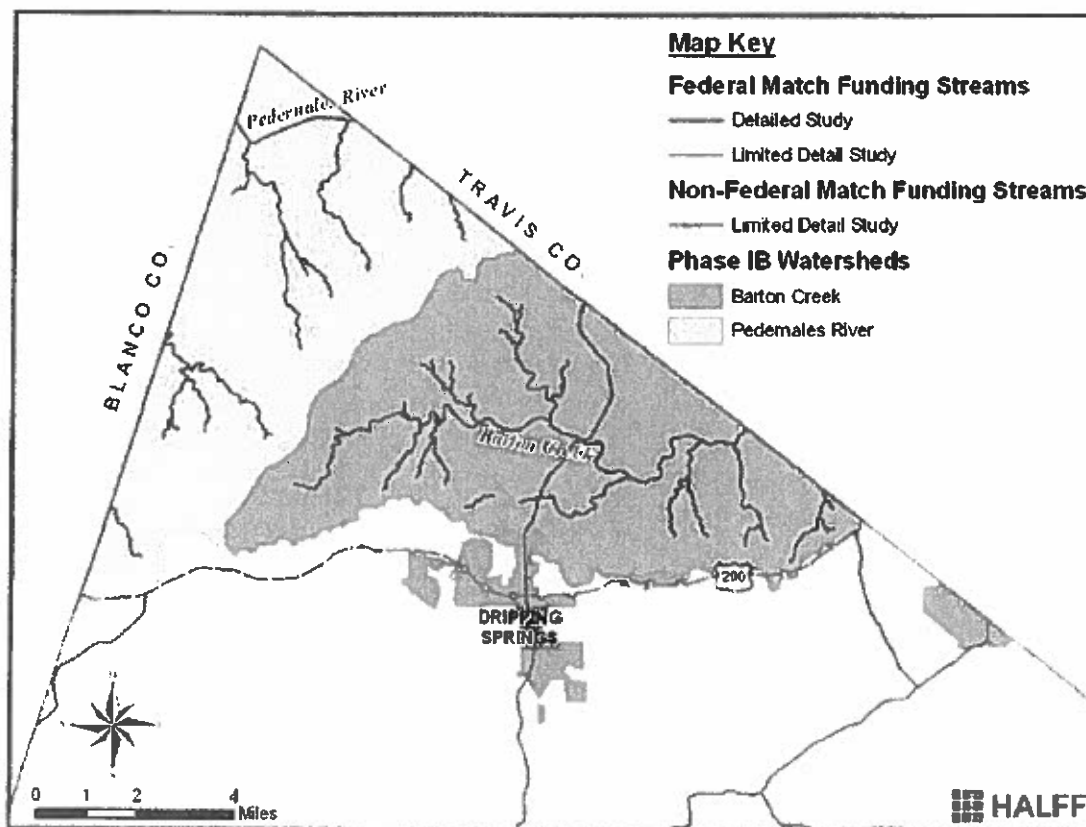


Figure 3. Project Area Map of Phase IB



Table 5. List of Hays County Federal Match Funded Streams in Phase IB

Stream Name	Stream Length (Miles)	
	Detailed	Approximate
Barton Creek	10.07	3.82
Barton Creek Trib		1.83
Barton Creek Trib	1.81	
Barton Creek Trib	1.78	
Calohan Creek		1.28
Cambrian Branch	2.81	
Cambrian Branch Trib	0.35	
Cottonwood Branch	1.47	
Fitzhugh Creek		3.82
Hamilton Creek		1.21
Hamilton Creek Trib		1.41
Little Barton Creek	4.54	
Long Branch	2.02	
Pedernales River		2.89
Pedernales River Trib		5.14
Roy Branch	2.61	
Roy Creek		4.16
Sycamore Creek		3.17
Sycamore Creek Trib		1.12
Sycamore Creek Trib		2.95
Trib of Barton Creek Trib	0.90	
Trib of Pedernales R. Trib		1.70
Total Phase IB	28.36	34.50

Table 6. List of Hays County Non-Federal Funded Streams in Phase IB

Stream Name	Stream Length (Miles)	
	Detailed	Approximate
Barton Creek Tribs		0.94
Fitzhugh Creek Tribs		2.27
Long Branch Tribs		1
Trib of Barton Creek Tribs		1
Trib of Long Branch Trib		0.09
Hamilton Creek		0
Hamilton Creek Trib		0
Pedernales River Tribs		1
Pedernales Trib 4		0.22
Sycamore Creek Tribs		0.92
Trib of Pedernales R. Tribs		0.45
Total Phase IB	0	7.92

APPENDIX A

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES

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

I. SCOPE

Halff Associates, Inc. (hereinafter "Engineer") agrees to perform the services described in the attached Hays County, Texas, Drainage Master Plan – Phase IA Proposal, Dated June 8, 2011, (Scope of Services) which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by Hays County, Texas (hereinafter "Client"), shall constitute a binding Agreement on both parties.

II. COMPENSATION

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

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

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

III. RESPONSIBILITY

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

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

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

IV. SCOPE OF CLIENT SERVICES

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

V. OWNERSHIP OF DOCUMENTS

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

VI. INDEMNIFICATION

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

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

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

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

Client acknowledges Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend, and hold Engineer harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Engineer or Engineer's employees, agents, officers or directors, in any way arising out

HALFF ASSOCIATES, INC.

General Terms and Conditions (continued)

of the presence of hazardous materials at the facilities, except for claims shown by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer.

VII. INSURANCE

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

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

VIII. SUBCONTRACTS

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

IX. ASSIGNMENT

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

X. INTEGRATION

These terms and conditions and any Scope of Services, including the following amendments as required by the Texas Water Development Board represent the entire understanding of Client and Engineer as to those matters contained herein.

- A. State Auditor Clause: By executing this Amendment, Halff Associates Inc. (hereinafter "SUBCONTRACTOR") accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The SUBCONTRACTOR shall comply with and cooperate in any such investigation or audit. The SUBCONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The SUBCONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the SUBCONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.
- B. Financial Records: The SUBCONTRACTOR and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the Texas Water Development Board (hereinafter "BOARD"). Accounting by the SUBCONTRACTOR and its contracted parties shall be in a manner consistent with generally accepted accounting principles.
- C. Ownership: The BOARD shall have unlimited rights to technical or other data resulting directly from the performance of services under this CONTRACT. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this CONTRACT and developed by the SUBCONTRACTOR (S) or its contracted parties pursuant to this CONTRACT shall become the joint property of the SUBCONTRACTOR and the BOARD. These materials shall not be copyrighted or patented by the SUBCONTRACTOR (S) or by any consultants involved in

this CONTRACT unless the EXECUTIVE ADMINISTRATOR of the BOARD approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the SUBCONTRACTOR or its SUB-SUBCONTRACTORS will in no way limit the BOARD's access to or right to request and receive or distribute data and information obtained or developed pursuant to this CONTRACT. Any material subject to a BOARD copyright and produced by the SUBCONTRACTOR or BOARD pursuant to this CONTRACT may be printed by the SUBCONTRACTOR or the BOARD at their own cost and distributed by either at their discretion. The SUBCONTRACTOR may otherwise utilize such material provided under this CONTRACT as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any BOARD copyright is appropriately noted on the printed materials. The SUBCONTRACTOR and its contracted parties agree to acknowledge the BOARD in any news releases or other publications relating to the work performed under this CONTRACT.

- D. NO DEBT AGAINST THE STATE: This amendment to the CONTRACT and Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the BOARD, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this amendment to the CONTRACT transcends the biennium in which this amendment to the CONTRACT is entered into, this amendment to the CONTRACT is specifically contingent upon the continued authority of the BOARD and appropriations therefore.
- E. LICENSES, PERMIT, AND INSURANCE: For the purpose of this amendment to the CONTRACT, the SUBCONTRACTOR will be considered an independent SUBCONTRACTOR and therefore solely responsible for liability resulting from negligent acts or omissions. The SUBCONTRACTOR shall obtain necessary insurance, in the judgment of the SUBCONTRACTOR, to protect themselves, Hays County, the BOARD, and employees and officials of the BOARD from liability arising out of this amendment to the CONTRACT. The SUBCONTRACTOR shall indemnify and hold the BOARD and the State of Texas harmless, to the extent the SUBCONTRACTOR may do so in accordance with state law, from any and all losses, damages, liability, or claims therefore, on account of personal injury, death, or property damage of any nature whatsoever caused by the SUBCONTRACTOR, arising out of the activities under this amendment to the CONTRACT. The SUBCONTRACTOR shall be solely and entirely responsible for procuring appropriate licenses and permits, which may be required by any competent authority for the SUBCONTRACTOR to perform the subject work.

No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

XI. JURISDICTION AND VENUE

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

HALFF ASSOCIATES, INC.
General Terms and Conditions (continued)

office performing the majority of the work described in the Scope of Services is located.

XII. SUSPENSION OF SERVICES

- A. If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs. In addition, there shall be an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work.
- B. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

XIII. TERMINATION OF WORK

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

XIV. TAXES

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

XV. ALTERNATIVE DISPUTE RESOLUTION

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

XVI. SEVERABILITY

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

XVII. TIMELINESS OF PERFORMANCE

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

XVIII. WAIVER

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

HALFF ASSOCIATES, INC.
General Terms and Conditions (continued)

APPROVED:

Engineer: HALFF ASSOCIATES, INC.

Signature: _____

Typed or Printed Name: Michael A. Nova, P.E.

Title: Vice-President

Date: _____

APPROVED:

Client: Hays County, Texas

Signature: _____

Typed or Printed Name: The Honorable Bert Cobb, M.D.

Title: Judge, Hays County, Texas

Date: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Discussion and possible action to authorize the County Judge to approve proposed application for Public Health Emergency Preparedness funding for FY 2012 in the amount of \$122,428.00.

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

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: \$12,243.00 in matching funds

LINE ITEM NUMBER OF FUNDS REQUIRED: will need to be budgeted

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

This is an application between the Hays County Personal Health Department and the Texas Department of State Health Services for Public Health Emergency Preparedness funds for FY 2012. The award is for \$122,428.00. There is a 10% match required for FY2012 of \$12,243.00.

The funding is for August 1, 2011 through July 31, 2012.

For FY 2011 the county was required by the state to have a 10% match, which we did by in-kind. For FY 2012, our funding was cut by 16% so our in-kind match will be actual funding from the county to keep the program going.



FY2012
PPCPS/HAZARDS

Applicant Information

Legal Name of Applicant Agency:

Hays County Personal Health Department

Mailing Address:

Street / PO Box: 401-A Broadway

City San Marcos, TX

Zip 78666

Payee Name:

Hays County Treasurer

Payee Mailing Address:

Street / PO Box: 111 E. San Antonio St

City San Marcos, TX

Zip 78666-5557

State of Texas Comptroller Vendor ID No (14 digit):

17460022415002

Type of Entity (Choose one)

City ☐ Click on appropriate box
County ☒
Other Political Subdivision ☐

Project Period

Start 8/1/2011

End 7/31/2012

Counties Served

County 1 Hays

County 2

County 3

County 4

County 5

County 6

County 7

Amount of Funding Requested:

\$122,428.00

ASSURANCES

The facts affirmed by me in this application are truthful. I understand that the truthfulness of the facts affirmed herein and the continuing compliance with these requirements is a condition precedent to the award of a contract. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.

Signature of Authorized Representative

Typed Name of Authorized Representative

Title of Authorized Representative

Date of Submission

Authorized Representative Telephone Number

Authorized Representative E-mail Address

Bert Cobb, MD

County Judge

512-393-2202

bert.cobb@co.hays.tx.us

FORM I: BUDGET SUMMARY INSTRUCTIONS

DSHS Costs Only Budgeted on Detail Category Pages

An accurate budget plan is essential to achieve the performance measures and work plan set out in the narrative portion of the RFP. Be sure to refer to the appropriate sections in the RFP for program-specific allowable and unallowable costs. **On each detail category budget form, budget only those costs that you plan to bill to DSHS.** The total amounts budgeted on each detail budget category form will be automatically posted to the respective budget category on "Form I - Budget Summary" under column # 2 "DSHS Funds Requested". See individual "Detailed Budget Category Forms" for definitions of the cost that are to be budgeted in each category. Enter amount as whole dollars; round up.

Column 1: The total amount of funds budgeted from all funding sources for the DSHS project. The total of all funding sources (Columns 2 - 6) for each budget category will be automatically totaled. **Do not enter amounts in Column (1) except for the amount of Program Income.**

Columns 2 - 6: Enter the amount of funding to be provided by each funding source for each "Cost Category" in columns 3 - 6.

Column 2: DSHS funds requested. (automatically posted from each detail budget category form)

Column 3: Federal funds awarded directly to respondent to be used on the DSHS project.

Column 4: Funds awarded to respondent from other state agencies to be used on the DSHS project.

Column 5: Funds provided by local governments (city, county, hospital districts, etc)

Column 6: Funds from other sources. (respondents unrestricted funds including private foundations, donations, fundraising, etc)

Program Income - Projected Earnings (line K): Enter in Column 1 the total estimated the amount of program income that is expected to be generated during the budget period. The amount budgeted in column 1 should be the total program income that the project will generate. The proportionate share of program income will automatically allocate to each funding source based on the percentage of funding.

DEFINITION: Program income is defined as gross income directly generated through a contract supported activity or earned as a direct result of the contract agreement during the Program Attachment period. Refer to the instructions section below for examples of program income. In summary, program income is revenue generated by virtue of the existence of the program (activities funded under the DSHS Program Attachment).

Contractor must disburse (apply towards gross Program Attachment expenses) the DSHS share of program income before requesting reimbursement.

For more information about program income, refer to the General Provisions and the DSHS's Contractor's Financial Procedures Manual available on the Internet at: <http://www.dshs.state.tx.us/contracts/cfpm.shtm>

Examples Of Program Income

- Fees for services performed in connection with and during the period of contract support;
- Tuition and fees when the course of instruction is developed, sponsored, and supported by DSHS contract;
- Sale of items fabricated or developed under the contract supported activity;
- Payments for contract supported services received from patients or third parties, such as Medicaid, Title XX, insurance companies;
- Lease or rental of items fabricated or developed under the contract supported activity; and
- Rights or royalty payments resulting from patents or copyrights developed or acquired by the contractor.

Check Totals: Refer to the table below the budget template table to verify that the amounts distributed ("Distribution Total") in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.

FORM I: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Hays County Personal Health Department

Budget Categories	Total Budget (1)	DSHS Funds Requested (2)	Direct Federal Funds (3)	Other State Agency Funds* (4)	Local Funding Sources (5)	Other Funds (6)
A. Personnel	\$86,486	\$86,203			\$283	
B. Fringe Benefits	\$36,345	\$36,225			\$120	
C. Travel	\$4,200	\$0			\$4,200	
D. Equipment	\$0	\$0			\$0	
E. Supplies	\$1,200	\$0			\$1,200	
F. Contractual	\$0	\$0			\$0	
G. Other	\$6,440	\$0			\$6,440	
H. Total Direct Costs	\$134,671	\$122,428	\$0	\$0	\$12,243	\$0
I. Indirect Costs	\$0	\$0				
J. Total (Sum of H and I)	\$134,671	\$122,428	\$0	\$0	\$12,243	\$0
K. Program Income - Projected Earnings	\$0	\$0	\$0	\$0	\$0	\$0

NOTE: The "Total Budget" amount for each Budget Category will have to be populated among the funding sources. Enter amounts in whole dollars for (3), (4), & (6), if applicable. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$86,486	\$86,486	Fringe Benefits	\$36,345	\$36,345
	Travel	\$4,200	\$4,200	Equipment	\$0	\$0
	Supplies	\$1,200	\$1,200	Contractual	\$0	\$0
	Other	\$6,440	\$6,440	Indirect Costs	\$0	\$0

TOTAL FOR:	Distribution Totals	\$134,671	Budget Total	\$134,671
-------------------	----------------------------	------------------	---------------------	------------------

*Letter(s) of good standing that validate the respondent's programmatic, administrative, and financial capability must be placed after this form if respondent receives any funding from state agencies other than DSHS related to this project. If the respondent is a state agency or institution of higher education, letter(s) of good standing are not required. DO NOT include funding from other state agencies in column 4 or Federal sources in column 3 that is not related to activities being funded by this DSHS project.

Legal Name of Respondent:

Hays County Personal Health Department

PERSONNEL		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed								
EP Coordinator (E)	N		Emergency Preparedness Program Administration	1	RN	\$3,748.64	12	\$44,984
SNS Specialist (E)	N		SNS Program Administration	1	NA	\$3,434.95	12	\$41,219
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS								\$0
Salary/Wage Total								\$86,203

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

FICA (\$86,203 x 6.2%) = \$5,344.59

MEDICARE (\$86,203 X 1.45%) = \$1,249.94

RETIREMENT (\$86,203 X 10.42%) = \$8,982.35

MEDICAL INSURANCE $(\$10,357.89 \times 99.67\%) = \$10,323.71 \times 2 = \$20,647.42$

	Fringe Benefit Rate %	42.02%
Fringe Benefits Total		
		\$36,225

Legal Name of Respondent:

Hays County Personal Health Department

PERSONNEL		Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed								
EP Coordinator (E)	N		Emergency Preparedness Program Administration	1	RN	\$12.41	12	\$149
SNS Specialist (E)	N		SNS Program Administration	1	NA	\$11.20	12	\$134
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
								\$0
						Salary/Wage Total		\$283

FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

FICA ($\$283 \times 6.2\%$) = \$17.55		
MEDICARE ($\$283 \times 1.45\%$) = \$4.10		
RETIREMENT ($\$283 \times 10.42\%$) = \$29.49		
MEDICAL INSURANCE ($\$10,357.89 \times 0.33\%$) = \$34.18 x 2 = \$68.36		
	Fringe Benefit Rate %	42.40%
	Fringe Benefits Total	\$120

FORM I-2: TRAVEL Budget Category Detail Form (Match)

Legal Name of Respondent:

Hays County Personal Health Department

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location (City, State)	Number of: Days/Employees	Travel Costs	
NACCHO Public Health Preparedness Summit (Annual) February 21 - 24, 2012	8th annual PHP Summit, provides training and networking for national public health readiness and professional development.	Anaheim, CA	4/2	Mileage	
				Airfare	\$700
				Meals	\$130
				Lodging	\$1,300
				Other Costs	
				Total	\$2,130
Annual Texas Homeland Security Emergency Management Conference (April 2012)	Annual homeland security awareness, education, and contact conference for EP staff. Other costs reflects parking	San Antonio, TX	4/2	Mileage	\$60
				Airfare	
				Meals	\$360
				Lodging	\$1,100
				Other Costs	
				Total	\$1,520
Regularly scheduled regional meetings	Program required regional meetings, training, exercise planning, networking	Austin, TX	24 - 48 trips annually	Mileage	\$550
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$550
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0

Total for Conference / Workshop Travel

\$4,200

Revised: 7/6/2009

Other / Local Travel Costs

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0

Total for Other / Local Travel \$0

Total Travel Costs: \$4,200

Conference / Workshop Travel Costs: \$0

Other / Local Travel Costs: \$0

Legal Name of Respondent:

Hays County Personal Health Department

Itemize and describe each supply item and provide an estimated quantity and cost (i.e. # of boxes & cost/box) if applicable. Provide a justification for each supply item. Costs may be categorized by each general type (i.e., office, computer, medical, client incentives, educational, etc.)

[illegible]

Total Amount Requested for Supplies:

\$1,200

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 Personal Health Department (PHD) hiring one additional temporary staff for a six to eight week duration during the "Back-to-School" immunization time.

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: Up to \$7,100.00

LINE ITEM NUMBER OF FUNDS REQUIRED: Budgeted in Immunization Grant Program

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY: The PHD would like to hire a staff person who is able to administer childhood vaccines to assist existing staff during the period between July 18, 2011 through August 31, 2011. The funding for salary and benefits will be provided through the Immunization grant program.

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 provide financial assistance to the Coalition of Central Texas Utilities Development Corporation for Phase 2 Due Diligence on the final bid for the LCRA Water and Wastewater Assets.

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Commissioner Whisenant, Pct. 4

SPONSORED BY: Commissioner Whisenant, Pct. 4

SUMMARY: See attached backup for Phase 1 funding and proposed Phase 2 scope and estimate of expenses and pro-rata participation by UDC members.

6/22/2011

**Coalition of Central Texas
Financial Report**

Date	Item Description	Ref	Deposit	Withdraw	Post
05/11/11	City of Bee Cave	Wire	\$12,000.00		x
05/11/11	City of Leander	Wire	\$35,000.00		x
05/12/11	GlenLake Neighborhood Association	Check #1048	\$1,388.00		x
05/12/11	City of West Lake Hills	Check #18201	\$5,000.00		x
05/16/11	Hays County	Check #227015	\$15,000.00		x
05/17/11	Charge for Checks			(\$41.29)	x
05/19/11	TML Risk Pool for Directors Coverage	Check #1031		(\$731.00)	x
05/19/11	TCWCID #17	Check #27060	\$5,000.00		x
05/19/11	Bastrop WCID #2	Check #2871	\$1,160.00		x
05/24/11	City of Lometa	Check #14168	\$1,000.00		x
05/25/11	Belvedere MUD	Wire	\$1,500.00		x
05/27/11	Westminster Glen HOA	Check #5018	\$1,712.00		x
06/06/11	Murfee Engineering	Check #1032		(\$5,365.00)	
06/06/11	First Southwest	Check #1033		(\$5,000.00)	x
06/06/11	Specialized Public Finance	Check #1034		(\$5,000.00)	x
06/06/11	Lloyd Gosselink	Check #1035		(\$38,713.20)	x
06/13/11	Murfee Engineering	Check #1036		(\$6,126.98)	x
06/13/11	West Travis County MUD #3	Check #3776	\$8,100.00		x
06/21/11	Whitewater Springs	Check #1001	\$385.00		
			\$87,245.00	(\$60,977.47)	

Bank Balance \$26,267.53

PHASE 2 SCOPE

1. Info on Net Book Value for LCRA Board: Ours vs. Theirs
 - asset valuation (Murfee)
 - less CIAC (WRM)
2. System business plans
 - confirm physical assets (Murfee)*
 - confirm major real property assets (Murfee, LG)
 - confirm direct O&M, use vendor prices for assumptions (WRM)*
 - system cost allocation (WRM, Murfee)
 - confirm management structure (WRM, LG)*
 - growth assumptions (WRM)
 - future CIP (Murfee)
 - UDC exit strategy (WRM, LG)
3. Confirm bonding capacity and debt structure (FAs, bond counsel)
4. Other legal/regulatory liabilities (LG, Murfee)
5. Identification of grant funding (UDC)
6. Revised bid (FAs lead with team input)

* Travis County WCID 17 available to assist with these items

Murfee=Murfee Engineering

WRM=Water Resources Management

LG=Lloyd Gosselink

FAs=First Southwest & Specialized Public Finance

UDC CALENDAR –PHASE 2
(updated 6/29)

- June 30 **9:00 AM Executive Committee Meeting** to discuss **West Travis County Region**, Bee Cave City Hall Conference Room (not posted: Frank and Ray to attend)
- 12:00 PM Special Utility Development Corporation Board Meeting**, Bee Cave City Hall Conference Room (posted: full UDC Board may attend)
- July 6 Southeast Region Site Visits (meet at Home Depot in Bastrop 9AM), West Travis County Region (meet at HEB in Bee Cave 1:00 PM)*
- July 7 Hill Country Region Site Visits*
- July 8** **9:00 AM Executive Committee Meeting** to discuss **Southeast Region + Windmill Ranch Raw Water System**, Bee Cave City Hall Conference Room (not posted: 2 UDC Board members may attend)
- July 14 **9:00 AM Executive Committee Meeting** to discuss **Hill Country Systems**, Bee Cave City Hall Conference Room (not posted: Mayor Frain, and 1 other UDC Board member may attend)
- July 18 **UDC deadline for consultant and participant bid info to FAs**
- July 21 **8:30 AM UDC Board Meeting**, Bee Cave City Hall Council Chamber (posted: full UDC Board may attend)
- **Review draft bid document**
- 9:00 AM **Executive Committee Meeting** (posted: full UDC Board may attend)
- 10:30 AM **General Coalition Meeting** update on progress of final bid development and due diligence process (not posted: only 2 UDC Board members may attend)
- July 28 **8:30 AM UDC Board Meeting**, Bee Cave City Hall Council Chamber (posted: full Board may attend)
- 9:00 AM Executive Committee Meeting**, Bee Cave City Hall Conference Room (posted: full Board may attend)
- August 3 **BMO Deadline for Final Bid**

* Site visit space is limited and lists of those attending have been submitted to BMO

** July 8 is a Friday. We are proposing to move this meeting date to accommodate the site tours on July 7.

Coalition of Central Texas UDC

Cost Responsibility Allocation, Phase 2

June 20, 2011

Entity	Cost Allocation
City of Bee Cave	\$21,700
City of Leander	\$95,500
City of Lometa	\$11,280
City of Westlake Hills	\$14,500
Dripping Springs WSC	\$2,500
Hays County	\$48,700
Glenlake	\$2,030
Westminister Glen	\$2,500
WTC MUD #3	\$3,100
WTC MUD #5	\$3,100
WTC MUDs 11, 12, 13	
TC WCID #17	\$2,500
Hurst Creek MUD	\$1,000
Lakeway MUD	\$1,000
White Water Springs	
Sunrise Beach	
Belvedere	
Bastrop WCID #2	\$4,600
Travis County	\$12,000
	<hr/>
	\$226,010
As of June 20, 2011	
Collected	\$85,360
Bills Expensed	<hr/>
Balance	\$60,977
	<hr/>
	\$24,383

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Authorize the County Judge to execute Change Order #1 to the Solidarity Contracting, LLC contract for construction services related to the LBJ Museum renovations.

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

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: 60,919.67

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5741

REQUESTED BY: Mark Kennedy

SPONSORED BY: Will Conley/Debbie Ingalsbe

SUMMARY:

On June 21, 2011 the Commissioner's Court approved a contract with Solidarity Contracting, LLC for interior construction services for the LBJ Museum project. Due to an error in the bid documents, the elevator work was inadvertently left out. This is a necessary part of the project in order for the building to be ADA compliant. The LBJ Museum has additional contributions to fund this change order.

Special Counsel will be reviewing the interlocal agreement between LBJ Museum and Hays County for modifications to clarify the funding sources and outline the total commitment for Hays County will not exceed the budgeted amount of \$225,000.

LBJ Museum renovationsTotal Project Budget:

	<u>Total</u>	<u>County Portion</u>
Solidarity Contracting, LLC (construction)	238,000	199,900
Solidarity Contracting, LLC (CO#1)	60,920	-
LBJ Museum (sub-Gomillion-design)	15,400	10,800
LBJ Museum (sub-Gomillion-reimbursables)	1,500	1,050
ABC Fire Systems, LLC	13,250	13,250
	<u>329,070</u>	<u>225,000</u>

Project reconciliation - as of 7/12/2011

County Project Budget: \$ 225,000.00
 Project Account: 001-645-00.5741

<u>Contractor</u>	<u>Services</u>	<u>PTD Expenses</u>	<u>Project Balance</u>
LBJ Museum (sub-Gomillion)	Architect/Design Services	9,966.81	215,033.19
ABC Fire Systems, LLC	Fire/Sprinkler System	7,950.00	207,083.19
Solidarity Contracting, LLC	Construction		

225,000.00 Project Budget
(17,916.81) Total Expenditures to date
 207,083.19 Project Balance

LBJ Museum renovations
Contract reconciliation - as of 7/12/2011

Contractor	Services	Contracted Amount	Invoice #	Amount Paid	Balance
LBJ Museum (sub-Gomillion)	Architect/Design Services	10,800.00	10-020-1	2,175.00	8,625.00
			10-020-2	4,716.25	3,908.75
			10-020-3	970.20	2,938.55
			10-020-4	502.50	2,436.05
			10-020-5	710.00	1,726.05
			10-020-6	45.00	1,681.05
<hr/>					
10,800.00 Contract					
(9,118.95) Total Expenditures to date					
1,681.05 Balance					
<hr/>					
LBJ Museum (sub-Gomillion)	Reimbursables - 70% Co portion	1,050.00	10-020-4	754.24	295.76
			10-020-5	93.62	202.14
1,050.00 Reimbursables					
(847.86) Total Expenditures to date					
202.14 Balance					
<hr/>					
Contractor	Services	Contracted Amount	Invoice #	Amount Paid	Balance
ABC Fire Systems, LLC	Fire/Sprinkler System	13,250.00	594	7,950.00	5,300.00
<hr/>					
13,250.00 Contract					
(594.00) Total Expenditures to date					
12,656.00 Balance					
<hr/>					

<u>Contractor</u>	<u>Services</u>	<u>Contracted Amount</u>	<u>Invoice #</u>	<u>Amount Paid</u>	<u>Balance</u>
Solidarity Contracting, LLC	Construction CO#1 (elevator for ADA Compliance)	238,000 60,920			

298,920.00	Contract
-	Total Expenditures to date
298,920.00	Balance

HAYS COUNTY

Construction Change Order

Project: LBJ Museum Renovation

Contractor: Solidarity Contracting, LLC

Change Order No: 1

Architect: GKZ Architects and Planners

WORK TO BE ADDED OR DELETED FROM ORIGINAL SCOPE OF SERVICES

Reason for Change Order:

	<u>Work Item</u>	<u>Cost</u>
1	Schindler Elevator Co.	\$ 35,743
2	Baricades	\$ 2,000
3	Drywall	\$ 2,200
4	Fire Alarm	\$ 4,750
5	Plumbing	\$ 2,500
6	Misc	\$ 2,000
7	Contingency	\$ 2,000
	Subtotal	\$ 51,193
	Contractor Fee	\$ 5,119.30
	Overhead Costs	\$ 4,607.37
	Total Scope Change	60,919.67

Conditions:

This estimate is valid for 30 days

This is based on drawings dated 3/7/2011

Estimate is prepared with a Schindler elevator substituted

Not Included:

Phone Line

Monitoring

Any other item not listed above

Submitted by:

Approved by:

Solidarity Contracting, LLC

Hays County

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action related to the redistricting of Hays County Commissioner Precincts, including identifying a process for public input and developing a time line for public hearings.

CHECK ONE:	CONSENT	X ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Conley/Ingalsbe

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 a Work Authorization for Halff Associates, Inc. to provide utility coordination and subsurface utility engineering services on the RM 967 at Ruby Ranch Road priority road bond project located in Precinct 2.

TYPE OF ITEM: Discussion / Approval

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: \$13,797.50

LINE ITEM NUMBER OF FUNDS REQUIRED: 2008 Road Bond Program

REQUESTED BY: Pct. 2 Commissioner Mark Jones

SPONSORED BY: Pct. 2 Commissioner Mark Jones

SUMMARY:

The intersection of RM 967 and Ruby Ranch Road was identified as an intersection which warranted safety improvements as part of the 2008 road bond program. However, this project was identified as one that would only be authorized as funding became available.

On September 21, 2010, the Commissioners Court approved proceeding with procurement of design phase services for this project. Dannenbaum Engineering Company was retained by the County to provide engineering design services. Currently design has progressed far enough to begin coordination activities with utility companies which may be impacted by the proposed project.

Therefore, it is requested that the Court approve authorization of the attached Work Authorization for Halff Associates, Inc. to provide utility coordination and subsurface utility engineering services on this project is attached for the Court's approval.

Funds are available within the project's bond program budget.

Further action would be required by the Court at a later date to authorize any construction activities on this project.

ATTACHMENT A

WORK AUTHORIZATION NO. 3

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Halff Associates, Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

SUE, Utility Engineering, and Utility Coordination on RM 967 at Ruby Ranch, in Hays County, Texas.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$ 13,797.50.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on December 31, 2012, unless extended by a Supplemental Work Authorization.

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

Contract No. _____

RM 967 at Ruby Ranch

ATTACHMENT A (con't.)

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

ENGINEER:

Halff Associates, Inc.

COUNTY:

Hays County, Texas

By: 

Signature

Todd Jackson, P.E.

Printed Name

Vice President

Title

6-29-11

Date

By: _____

Signature

Printed Name

Title

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT A

Services to be Provided by the County

Hays County (County) has commissioned the services of Halff Associates Inc. to serve as the Engineer on this project. The Engineer will perform engineering services generally described as **Project Management and Coordination, Utility Coordination, and Utility Engineering on RM 967 at Ruby Ranch, in Hays County.**

The County authorized representative for this project is:

Allen Crozier, PE 512-912-5148

The County shall provide the following if required:

1. Schematic designs and approved environmental documents, when available;
2. Assistance in determining roadway/utility design related requirements;
3. Provide existing data files, when available, to include but not limited to:
 - o Survey data, graphic files, roadway design/geometry;
 - o Roadway construction plans, documents for current and/or past projects;
 - o Right-of-Way mapping;
 - o Available interface data for any projects adjacent to, crossing, and/or within the immediate area of the defined project limits;
 - o If available, Subsurface Utility Engineering (SUE) data and utility ownership/facility data; and
 - o Planimetric layouts and/or related information;
4. Applicable special specifications, special provisions, and the latest statewide unit price bid tabulation date.
5. In situations beyond the control of the Engineer, provide assistance in obtaining required data/information from other local, regional, State, and federal agencies;
6. Provide timely review, comment or direction, as required, to aid the Engineer in completing an assigned task or maintaining the established project schedule;
7. Electronic Files: If not readily available online, the County may, provide graphic file data, standards, font libraries, and Micro Station cell libraries, etc., as required.

EXHIBIT B

Services to be Provided by Engineer

Scope of Services provided by **Engineer** involves utility coordination management services in Hays County, Texas, as described below:

Halff will perform all utility adjustment coordination services related to the adjustment of the following three (3) utilities on RM 967 at Ruby Ranch:

- Verizon Telephone
- Verizon FOC
- Pedernales Electric Cooperative

This scope includes the following major tasks:

1. PROJECT MANAGEMENT AND COORDINATION
2. UTILITY COORDINATION
5. MISCELLANEOUS

1. PROJECT MANAGEMENT AND COORDINATION

- 1.1. The **Engineer**, in association with the County and its Designated Representatives, will be responsible for managing/directing/coordinating all activities associated with utility coordination for the Project.
- 1.2. **Project Quality Assurance / Quality Control (QA/QC).** The **Engineer** will provide internal and comprehensive quality assurance/quality control reviews throughout the Project development in order to appraise design, technical and business performance and provide real-time direction and objective solutions. All reports, agreements, and supporting documents, ("utility coordination work products") submitted to the County shall undergo QC reviews prior to submittal. A project manager/engineer will perform the QA/QC function.
- 1.3. **Coordination Meetings.** The **Engineer** will lead coordination meetings with the County, Designated Representative, County contracted design firms, and County Utility Providers as required by the Project. In addition, the **Engineer** will hold monthly Utility Coordination Meetings to manage communication between the County, Designated Representative, County contracted design firms, and County Utility Providers. The **Engineer** will supply draft and final meeting minutes for all meetings held (6 meetings anticipated).
- 1.4. **Subconsultant Management.** As necessary and as approved by the County, the **Engineer** will engage subconsultant(s) via contact(s), monitor and manage subconsultant activities (staff and schedule), provide monthly subconsultant progress reports, and review and recommend payment of subconsultant invoices/billings.

2. UTILITY COORDINATION

The **Engineer** shall perform Subsurface Utility Engineering (SUE), Survey, Utility Adjustment Coordination, and Utility Engineering services for County Utility Providers.

The work to be performed by the **Engineer** under this contract shall consist of providing utility coordination management services required for SUE, Survey, Utility Adjustment Coordination, and Utility Engineering on the Project. The existing utility file will be referenced into the current drainage design sheets to create a test hole location work plan. Based on the review of existing utilities and proposed roadway design, bridge design, drainage design, and other potential conflicts for utilities, the **Engineer** will recommend required test holes. A sketch of the area to be included for the proposed test hole locations "Level A" will be provided prior to the start of the work and must be approved by the County, and/or Designated Representative.

These services include SUE, Survey, utility adjustment coordination activities including but not limited to, meeting and contact with utilities on the project, initial project notifications, preparation of existing utility layouts, providing progress reports, preparation of contact lists, preparation of master utility adjustment agreements, preparation of utility joint use agreements, reviewing conflicts between the utilities and the Project, resolutions of utility conflicts, creation of a utility conflict list, creating a utility tracking report, review of the proposed utility adjustments, and recommending the proposed locations of the utility adjustments. The above list of services is general in nature and should not be considered inclusive to the **Engineer's** responsibilities, as listed in the following scope.

- 2.1. **Subsurface Utility Engineering (SUE) and Survey.** Includes utility investigations, subsurface and above ground, prepared in accordance with AASHTO standards and Utility Quality Levels as follows.

Utility Quality Levels are defined in cumulative order (least to greatest) as follows:

- *Quality Level D - Existing Records:* Utilities are plotted from review of available existing records.
- *Quality Level C - Surface Visible Feature Survey:* Quality level "D" information from existing records is correlated with surveyed surface-visible features. Includes Quality Level D information. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for the Project; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.
- *Quality Level B - Designate:* Two-dimensional horizontal mapping.

This information is obtained through the application and interpretation of appropriate non-destructive surface geophysical methods. Utility indications are referenced to established survey control. Incorporates quality levels C and D information to produce Quality Level B. If there are variances in the designated work area of Level D then a new schematic or plan layout, if needed, is required showing the limits of the proposed project and limits of the work area required for the Project; including highway stations, limits within existing or proposed right of way, additional areas outside the proposed right of way, and distances or areas to be included down existing intersecting roadways.

- *Quality Level A -Locate (Test Hole):* Three-dimensional mapping and other characterization data. This information is obtained through exposing utility facilities through test holes and measuring and recording (to appropriate survey control) utility/environment data. Incorporates Quality levels B, C and D information to produce Quality Level A.

2.1.1. Subsurface Utility Locate (Test Hole) Service (Quality Level A), locate means to obtain precise horizontal and vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques that ensures the integrity of the utility facility. Subsurface Utility Locate (Test Hole) Services (Quality Level A) are inclusive of Quality Levels B, C, and D. The **Engineer** shall:

- 2.1.1.1 Review requested test hole locations and advise the County and/or its Designated Representative in the development of an appropriate locate (test hole) work plan relative to the existing utility infrastructure and proposed highway design elements.
- 2.1.1.2 Coordinate with utility owner inspectors as may be required by law or utility owner policy.
- 2.1.1.3 Neatly cut and remove existing pavement material, such that the cut not exceed 1 square foot unless unusual circumstances exist.
- 2.1.1.4 Measure and record the following data, as required, on an appropriately formatted test hole data sheet that has been sealed and dated by the **Engineer** (up to 2 test holes):
 - Elevation of top and/or bottom of utility tied to the datum of the furnished plan.
 - Identify a minimum of two benchmarks utilized. Elevations shall be within an accuracy of 0.05 feet of utilized benchmarks.
 - Elevation of existing grade over utility at test hole location.

- Horizontal location referenced to project coordinate datum.
- Outside diameter of pipe or width of duct banks and configuration of nonencased multi-conduit systems.
- Utility facility material(s).
- Utility facility condition.
- Pavement thickness and type.
- Coating/wrapping information and condition.
- Unusual circumstances or field conditions.
- Excavate test holes in such a manner as to prevent any damage to wrappings, coatings, cathodic protection or other protective coverings and features.
- Be responsible for any damage to the utility during the locating process. In the event of damage, the **Engineer** shall stop work, notify the appropriate utility facility owner, the County, Designated Representative, and appropriate regulatory agencies. The regulatory agencies include, but are not limited to the Railroad Commission of Texas and the Texas Commission on Environmental Quality. The **Engineer** will not resume work until the utility facility owner has determined the corrective action to be taken. The **Engineer** shall be liable for all costs involved in the repair or replacement of the utility facility.
- Backfill all excavations with appropriate material, compact backfill by mechanical means, and restore pavement and surface material. The **Engineer** shall be responsible for the integrity of the backfill and surface restoration for a period of three years. Install a marker ribbon throughout the backfill.
- Furnish and install a permanent above-ground marker directly above center line of the utility facility.
- Provide complete restoration of work site and landscape to equal or better condition than before excavation. If a work site and landscape is not appropriately restored, the **Engineer** shall return to correct the condition at no extra charge to the County.
- Plot utility location position information to scale and provide a comprehensive updated utility plan. This information will be provided in the latest version of Microstation or Geopak format used by the County.

- 2.2. **Utility Adjustment Coordination.** Includes utility coordination meetings with individual utility companies, communication and coordination with utilities, and preparation of utility agreement assemblies.

- 2.2.1. **Engineer** shall perform utility coordination and liaison activities with involved utility owners, their consultants, Designated Representative, and the County to achieve timely project notifications, formal coordination meetings, conflict analysis and resolution.
- 2.2.2. **Engineer** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. The **Engineer** will be responsible for the following:
- Initial Project Meeting. Attend an initial meeting and an on-site inspection (when appropriate) to ensure familiarity with existing conditions, project requirements and prepare a written report of the meeting.
 - External Communications: The **Engineer** will coordinate all activities with the County, Designated Representative, County contracted design firms, County utility providers, or other contractors or representatives, as authorized by the County or Designated Representative. The **Engineer** will also provide copies of reports, correspondence and other documentation of work-related communications between The **Engineer**, utility owners and other outside entities when requested by the County.
 - Permits and right of entry. Obtain all necessary permits from city, county, municipality, railroad or other jurisdiction (not already obtained by the design engineer) to allow the **Engineer** to work within existing streets, roads or private property for additional designating and/or subsurface utility locating.
- 2.2.3. The **Engineer** shall determine which utilities will conflict with proposed construction and make the utility company aware of these conflicts. The **Engineer** shall assist the utility companies in the preparation of required agreements associated with the funding of adjustments and the occupation of public right of way.
- 2.2.4. Utility Agreement Assemblies: A packaged agreement consisting of (if applicable) a Utility Completion Checklist, Master Utility Adjustment Agreement, Utility Joint Use Agreement, Affidavit, Quitclaim, Easement Documents, Field Notes for quitclaim portion of easement, Contractor Statement, Plans, Specifications, and detailed cost estimates (0 reimbursable Utility Agreement Assemblies and 1 non-reimbursable Utility Permits are anticipated for this project).
- 2.2.5. Utility Agreements: If a utility is located within an easement, the utility company may have a compensable interest. The utility company must furnish a copy of their easement to the **Engineer**.

The **Engineer** shall determine whether or not a compensable interest exists and the owner's degree of eligibility. The **Engineer** shall assist the utility company with adjustment plans and cost estimate for these adjustments. The **Engineer** shall review plans to ensure that the proposed adjustments will not conflict with highway construction. The **Engineer** will submit a copy of the easement, plans, and estimate to the County or its Designated Representative by letter recommending approval. The utility should be reimbursed all cost included within their easement limits for replacement in kind unless otherwise negotiated terms by the **Engineer**.

2.3. **Utility Engineering.** Includes the identification of utility conflicts, coordination, and resolution of utility conflicts. The **Engineer** shall coordinate all activities with the County and/or Designated Representative to facilitate the orderly progress and timely completion of the utility coordination phase. Coordination of utility engineering activities include:

2.3.1. **Utility Layout:** The **Engineer** shall maintain a utility layout in the latest version of Microstation V8. This layout shall include all existing utilities which are to remain in place or be abandoned, and all adjusted utilities. This layout will be utilized to monitor the necessity and evaluate alternatives. The **Engineer's** Project Manager or registered Professional Engineer (P.E.) will utilize the layout of existing utilities as prepared, if available, and make a determination of the following:

- Facilities in conflict with the proposed project that are to be relocated.
- Facilities to be abandoned in place.
- Facilities to remain in service and in place.
- The **Engineer's** Project Manager or P.E. shall be responsible for determining if there are additional facilities, not shown in the Subsurface Utility Engineering (SUE) documents, which require relocation. The **Engineer** shall coordinate this information with the County, and/or Designated Representative immediately upon discovery.

2.3.2. **Public & Individual Meetings with Utility Companies,** as required, to facilitate utility conflict identification and resolution (1 public meetings and 2 individual meetings anticipated).

2.3.3. **Establish contact with existing Utility Companies** within and adjacent to the Project and set up utility coordination meetings to discuss concepts and options for construction.

2.3.4. **Schedule all utility coordination meetings** and ensure compatibility with the schedule of the County.

2.3.5. **Set agenda for all coordination meetings** as directed by the County

and/or Designated Representative.

- 2.3.6. Establish and promote the desired agenda and methodologies for utility construction within the Project.
- 2.3.7. Orientation: Prepare and present, in collaboration with the County and/or Designated Representative instruction and orientation sessions as required. The instruction shall introduce the SUE Plans, the proposed utility layout, processes, demonstrate the technology and facilitate the preparation of work orders, billings, and contract related documentation as it pertains to utility adjustment work.
- 2.3.8. Progress Meetings: Meet with the County and/or Designated Representative periodically to coordinate the work effort and resolve problems and prepare a written report of such meetings. The meetings will review:
 - Activities completed since the last meeting.
 - Issues encountered.
 - Late activities.
 - Activities required by the next progress meeting.
 - Solutions for unresolved and/or anticipated problems.
 - Information or items required from other agencies/consultants.
 - Review of Utility's Proposed Adjustments
 - Evaluate Alternatives: The *Engineer's* Project Manager and/or P.E. will evaluate alternatives in the adjustment of utilities balancing the needs of both the County and the Utility.
 - Review Estimates and Schedules: The *Engineer's* Project Manager and/or P.E. will review the utility adjustment estimates for reasonableness of cost and the timely scheduling of the adjustment.
 - Review plans for compliance with proposed location data. The responsibility for quality and accuracy of utility adjustment plans will remain with the Utility Company.
- 2.3.9. Prepare a Proposed Utility Layout in the latest version of MicroStation that can be overlaid on the County's contracted design firm's roadway base file and determine the following:
 - Facilities conflicts have been resolved.
 - Stakeholders have concurred with the various alignments.
 - Establish the sequence of construction for all utility relocation work, whether it is included as a part of the Project construction or not.
 - Determine which utilities will be built as part of the contract.
 - Determine which facilities will be relocated prior to construction.
- 2.3.10. Coordinate, develop, and/or review PS&E for all utilities included in the construction contract.

2.3.11. Utility Certification/Special Provisions: The **Engineer's** Project Manager or P.E. shall submit upon request from the County, a Utility Clearance Certification. Utility Clearance Certification will certify that utilities are clear for highway construction. However, if the utility adjustments are not complete prior to highway project letting, a letter will be required outlining all outstanding utility conflicts and their affects on highway construction.

2.3.12. The **Engineer** will submit the appropriate number of executed copies of the Utility Agreement assemblies along with all appropriate forms and a copy of the recorded easements, plans, and estimate to the County and/or Designated Representative by letter recommending approval (4 originals).

2.4. DELIVERABLES

- Existing Utility Layout & Electronic CD in MicroStation format
- Test Hole Data Sheets & Electronic CD MicroStation format
- Draft Proposed Relocation Utility Layout & CD in MicroStation format
- Approved Proposed Relocation Utility Layout & CD in MicroStation format
- Master Utility Adjustment/Relocation Agreement Assembly Packages
- Agreement Status Spreadsheet
- Agreement Assembly Completion Spreadsheet
- Monthly Report
- Master Utility Contact List
- Utility Tracking Report (UTR)
- Meeting minutes (delivered electronically)
- Utility Coordination Meeting Checklist
- Review Comments Forms
- Utility Design Review Submittal Log
- Utility Completion Checklist
- Utility Clearance Certification Letters
- Any data information, utility packets, and/or exhibits requested by County, Designated Representative, and/or other approved County representative.

5 MISCELLANEOUS

Utility Construction Management and Verification, including the coordination of utility construction activities, utility location installation verification, compliance with Utility Accommodation Rules, monitoring, reporting, and as-built surveying as required for the County.

- 5.1 The Engineer shall visit the project site one time to observe the progress of the utility relocations (1 site visit anticipated).
- 5.2 Status Reports: The Engineer shall provide the County with a status report for all utility adjustments on a monthly basis. The County will provide the status report format to the Engineer.
- 5.3 Review Payment Request: The Engineer's P.E. will review all payment requests for conformance with the utility estimate and verify the work has been performed.
- 5.4 The Utility Company retains all responsibility for all inspections related to compliance with Utility Codes, Industry standards, and design of the Utility Facility.

EXHIBIT C										Contract No. Work Authorization #2	
Work Schedule											
ID	Task Name	Start	Finish	Duration	Start	Finish	Duration	Start	Finish		
1	Hayes County: Work Auth. #2: RM 967 at Ruby Ranch	Mon 7/1/11	Fri 12/16/11	115 days	Mon 7/1/11	Fri 12/16/11	115 days	Mon 7/1/11	Fri 12/16/11		
2	1.0 Project Management and Coordination	Mon 7/1/11	Fri 10/21/11	75 days	Mon 7/1/11	Fri 10/21/11	75 days	Mon 7/1/11	Fri 10/21/11		
3	1.2 Project Quality Assurance/Quality Control (QAVOC)	Mon 7/1/11	Fri 10/21/11	75 days	Mon 7/1/11	Fri 10/21/11	75 days	Mon 7/1/11	Fri 10/21/11		
4	1.3 Coordination Meetings	Mon 7/1/11	Fri 10/21/11	75 days	Mon 7/1/11	Fri 10/21/11	75 days	Mon 7/1/11	Fri 10/21/11		
5	2.0 Utility Coordination	Mon 7/1/11	Fri 11/18/11	95 days	Mon 7/1/11	Fri 11/18/11	95 days	Mon 7/1/11	Fri 11/18/11		
6	2.1 SUE	Mon 7/1/11	Fri 7/22/11	5 days	Mon 7/1/11	Fri 7/22/11	5 days	Mon 7/1/11	Fri 7/22/11		
7	2.2 Utility Coordination	Mon 7/1/11	Fri 9/23/11	55 days	Mon 7/1/11	Fri 9/23/11	55 days	Mon 7/1/11	Fri 9/23/11		
8	2.3 Utility Engineering	Mon 7/1/11	Fri 10/21/11	75 days	Mon 7/1/11	Fri 10/21/11	75 days	Mon 7/1/11	Fri 10/21/11		
9	2.4 Deliverables	Mon 10/24/11	Fri 11/18/11	20 days	Mon 10/24/11	Fri 11/18/11	20 days	Mon 10/24/11	Fri 11/18/11		
10	5.0 Miscellaneous - Utility Construction Management and Verifications	Mon 9/26/11	Fri 12/16/11	60 days	Mon 9/26/11	Fri 12/16/11	60 days	Mon 9/26/11	Fri 12/16/11		
11	5.1 Site Visit(s)	Mon 9/26/11	Fri 12/16/11	50 days	Mon 9/26/11	Fri 12/16/11	50 days	Mon 9/26/11	Fri 12/16/11		
12	5.2 Status Reports	Mon 9/26/11	Fri 12/16/11	50 days	Mon 9/26/11	Fri 12/16/11	50 days	Mon 9/26/11	Fri 12/16/11		
13	5.3 Review Payment Request(s)	Mon 10/24/11	Fri 12/16/11	40 days	Mon 10/24/11	Fri 12/16/11	40 days	Mon 10/24/11	Fri 12/16/11		

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: Workshop discussing the new Texas Senate Bill 18 and how it will affect the acquisition of property for Public Projects.

TYPE OF ITEM: Workshop

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Judge Bert Cobb

SPONSORED BY: Judge Bert Cobb

SUMMARY:

This bill, which was passed by the Texas legislature and signed by the Governor on 05/19/2011, amends various statutes related to the scope and process of private property condemnation under the power of eminent domain. The bill also amends Vernon's Texas Civil Statutes regarding the eminent domain authority of certain charitable corporations in obtaining a residential property.

Based on an analysis by state agencies, it is anticipated the bill would result in increased costs for the acquisition of property through condemnation proceedings, specifically those related to highway right-of-way projects and actions by institutions of higher education.

The bill takes effect September 1, 2011.

S.B. No. 18

AN ACT

relating to the use of eminent domain authority.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subsection (a), Section 11.155, Education Code, is amended to read as follows:

(a) An independent school district may, by the exercise of the right of eminent domain, acquire the fee simple title to real property ~~[for the purpose of securing sites]~~ on which to construct school buildings or for any other public use ~~[purpose]~~ necessary for the district.

SECTION 2. Chapter 2206, Government Code, is amended to read as follows:

CHAPTER 2206. ~~[LIMITATIONS ON USE OF]~~ EMINENT DOMAIN
SUBCHAPTER A. LIMITATIONS ON PURPOSE AND USE OF PROPERTY ACQUIRED THROUGH EMINENT DOMAIN

Sec. 2206.001. LIMITATION ON EMINENT DOMAIN FOR PRIVATE PARTIES OR ECONOMIC DEVELOPMENT PURPOSES. (a) This section applies to the use of eminent domain under the laws of this state, including a local or special law, by any governmental or private entity, including:

- (1) a state agency, including an institution of higher education as defined by Section 61.003, Education Code;
- (2) a political subdivision of this state; or
- (3) a corporation created by a governmental entity to act on behalf of the entity.

(b) A governmental or private entity may not take private property through the use of eminent domain if the taking:

- (1) confers a private benefit on a particular private party through the use of the property;
- (2) is for a public use that is merely a pretext to confer a private benefit on a particular private party; ~~[or]~~
- (3) is for economic development purposes, unless the economic development is a secondary purpose resulting from municipal community development or municipal urban renewal activities to eliminate an existing affirmative harm on society from slum or blighted areas under:

(A) Chapter 373 or 374, Local Government Code, other than an activity described by Section 373.002(b)(5), Local Government Code; or

(B) Section 311.005(a)(1)(I), Tax Code; or
(4) is not for a public use.

(c) This section does not affect the authority of an entity authorized by law to take private property through the use of eminent domain for:

- (1) transportation projects, including, but not limited to, railroads, airports, or public roads or highways;
- (2) entities authorized under Section 59, Article XVI, Texas Constitution, including:
 - (A) port authorities;
 - (B) navigation districts; and
 - (C) any other conservation or reclamation districts that act as ports;
- (3) water supply, wastewater, flood control, and drainage projects;
- (4) public buildings, hospitals, and parks;
- (5) the provision of utility services;

(6) a sports and community venue project approved by voters at an election held on or before December 1, 2005, under Chapter 334 or 335, Local Government Code;

(7) the operations of:

(A) a common carrier pipeline ~~[subject to Chapter 111, Natural Resources Code, and Section B(3)(b), Article 2.01, Texas Business Corporation Act]; or~~

(B) an energy transporter, as that term is defined by Section 186.051, Utilities Code;

(8) a purpose authorized by Chapter 181, Utilities Code;

(9) underground storage operations subject to Chapter 91, Natural Resources Code;

(10) a waste disposal project; or

(11) a library, museum, or related facility and any infrastructure related to the facility.

(d) This section does not affect the authority of a governmental entity to condemn a leasehold estate on property owned by the governmental entity.

(e) The determination by the governmental or private entity proposing to take the property that the taking does not involve an act or circumstance prohibited by Subsection (b) does not create a presumption with respect to whether the taking involves that act or circumstance.

Sec. 2206.002. LIMITATIONS ON EASEMENTS. (a) This section applies only to an easement acquired by an entity for the purpose of a pipeline to be used for oil or gas exploration or production activities.

(b) A property owner whose property is acquired through the use of eminent domain under Chapter 21, Property Code, for the purpose of creating an easement through that owner's property may construct streets or roads, including gravel, asphalt, or concrete streets or roads, at any locations above the easement that the property owner chooses.

(c) The portion of a street or road constructed under this section that is within the area covered by the easement:

(1) must cross the easement at or near 90 degrees; and

(2) may not:

(A) exceed 40 feet in width;

(B) cause a violation of any applicable pipeline regulation; or

(C) interfere with the operation and maintenance of any pipeline.

(d) At least 30 days before the date on which construction of an asphalt or concrete street or road that will be located wholly or partly in an area covered by an easement used for a pipeline is scheduled to begin, the property owner must submit plans for the proposed construction to the owner of the easement.

(e) Notwithstanding the provisions of this section, a property owner and the owner of the easement may agree to terms other than those stated in Subsection (c).

SUBCHAPTER B. PROCEDURES REQUIRED TO INITIATE EMINENT DOMAIN PROCEEDINGS

Sec. 2206.051. SHORT TITLE. This subchapter may be cited as the Truth in Condemnation Procedures Act.

Sec. 2206.052. APPLICABILITY. The procedures in this subchapter apply only to the use of eminent domain under the laws of this state by a governmental entity.

Sec. 2206.053. VOTE ON USE OF EMINENT DOMAIN. (a) Before a governmental entity initiates a condemnation proceeding by filing a petition under Section 21.012, Property Code, the governmental

entity must:

(1) authorize the initiation of the condemnation proceeding at a public meeting by a record vote; and

(2) include in the notice for the public meeting as required by Subchapter C, Chapter 551, in addition to other information as required by that subchapter, the consideration of the use of eminent domain to condemn property as an agenda item.

(b) A single ordinance, resolution, or order may be adopted for all units of property to be condemned if:

(1) the motion required by Subsection (e) indicates that the first record vote applies to all units of property to be condemned; and

(2) the minutes of the governmental entity reflect that the first vote applies to all of those units.

(c) If more than one member of the governing body objects to adopting a single ordinance, resolution, or order by a record vote for all units of property for which condemnation proceedings are to be initiated, a separate record vote must be taken for each unit of property.

(d) For the purposes of Subsections (a) and (c), if two or more units of real property are owned by the same person, the governmental entity may treat those units of property as one unit of property.

(e) The motion to adopt an ordinance, resolution, or order authorizing the initiation of condemnation proceedings under Chapter 21, Property Code, must be made in a form substantially similar to the following: "I move that the (name of governmental entity) authorize the use of the power of eminent domain to acquire (describe the property) for (describe the public use)." The description of the property required by this subsection is sufficient if the description of the location of and interest in the property that the governmental entity seeks to acquire is substantially similar to the description that is or could properly be used in a petition to condemn the property under Section 21.012, Property Code.

(f) If a project for a public use described by Section 2206.001(c)(3) will require a governmental entity to acquire multiple tracts or units of property to construct facilities connecting one location to another location, the governing body of the governmental entity may adopt a single ordinance, resolution, or order by a record vote that delegates the authority to initiate condemnation proceedings to the chief administrative official of the governmental entity.

(g) An ordinance, resolution, or order adopted under Subsection (f) is not required to identify specific properties that the governmental entity will acquire. The ordinance, resolution, or order must identify the general area to be covered by the project or the general route that will be used by the governmental entity for the project in a way that provides property owners in and around the area or along the route reasonable notice that the owners' properties may be subject to condemnation proceedings during the planning or construction of the project.

SUBCHAPTER C. EXPIRATION OF CERTAIN EMINENT DOMAIN AUTHORITY

Sec. 2206.101. REPORT OF EMINENT DOMAIN AUTHORITY;

EXPIRATION OF AUTHORITY. (a) This section does not apply to an entity that was created or that acquired the power of eminent domain on or after December 31, 2012.

(b) Not later than December 31, 2012, an entity, including a private entity, authorized by the state by a general or special law to exercise the power of eminent domain shall submit to the comptroller a letter stating that the entity is authorized by the

state to exercise the power of eminent domain and identifying each provision of law that grants the entity that authority. The entity must send the letter by certified mail, return receipt requested.

(c) The authority of an entity to exercise the power of eminent domain expires on September 1, 2013, unless the entity submits a letter in accordance with Subsection (b).

(d) Not later than March 1, 2013, the comptroller shall submit to the governor, the lieutenant governor, the speaker of the house of representatives, the presiding officers of the appropriate standing committees of the senate and the house of representatives, and the Texas Legislative Council a report that contains:

(1) the name of each entity that submitted a letter in accordance with this section; and

(2) a corresponding list of the provisions granting eminent domain authority as identified by each entity that submitted a letter.

(e) The Texas Legislative Council shall prepare for consideration by the 84th Legislature, Regular Session, a nonsubstantive revision of the statutes of this state as necessary to reflect the state of the law after the expiration of an entity's eminent domain authority effective under Subsection (c).

SECTION 3. Subsection (a), Section 251.001, Local Government Code, is amended to read as follows:

(a) When the governing body of a municipality considers it necessary, the municipality may exercise the right of eminent domain for a public use ~~[purpose]~~ to acquire public or private property, whether located inside or outside the municipality, for any of the following uses ~~[purposes]~~:

(1) the providing, enlarging, or improving of a municipally owned city hall; police station; jail or other law enforcement detention facility; fire station; library; school or other educational facility; academy; auditorium; hospital; sanatorium; market house; slaughterhouse; warehouse; elevator; railroad terminal; airport; ferry; ferry landing; pier; wharf; dock or other shipping facility; loading or unloading facility; alley, street, or other roadway; park, playground, or other recreational facility; square; water works system, including reservoirs, other water supply sources, watersheds, and water storage, drainage, treatment, distribution, transmission, and emptying facilities; sewage system including sewage collection, drainage, treatment, disposal, and emptying facilities; electric or gas power system; cemetery; and crematory;

(2) the determining of riparian rights relative to the municipal water works;

(3) the straightening or improving of the channel of any stream, branch, or drain;

(4) the straightening, widening, or extending of any alley, street, or other roadway; and

(5) ~~[for]~~ any other municipal public use ~~[purpose]~~ the governing body considers advisable.

SECTION 4. Subsection (a), Section 261.001, Local Government Code, is amended to read as follows:

(a) A county may exercise the right of eminent domain to condemn and acquire land, an easement in land, or a right-of-way if the acquisition is necessary for the construction of a jail, courthouse, hospital, or library, or for another public use ~~[purpose]~~ authorized by law.

SECTION 5. Subsection (c), Section 263.201, Local Government Code, is amended to read as follows:

(c) The declaration of taking must contain:

(1) a declaration that the land or interest in land

described in the original petition is taken for a public use ~~[purpose]~~ and for ultimate conveyance to the United States;

(2) a description of the land sufficient for the identification of the land;

(3) a statement of the estate or interest in the land being taken;

(4) a statement of the public use to be made of the land;

(5) a plan showing the land being taken; and

(6) a statement of the amount of damages awarded by the special commissioners, or by the jury on appeal, for the taking of the land.

SECTION 6. Section 273.002, Local Government Code, is amended to read as follows:

Sec. 273.002. CONDEMNATION. Condemnation of property under this chapter shall be in accordance with state law relating to eminent domain, which may be Chapter 21, Property Code, or any other state law governing and relating to the condemnation of land for public use ~~[purposes]~~ by a municipality.

SECTION 7. Section 21.0111, Property Code, is amended to read as follows:

Sec. 21.0111. DISCLOSURE OF CERTAIN INFORMATION REQUIRED; INITIAL OFFER. (a) An ~~[A governmental]~~ entity with eminent domain authority that wants to acquire real property for a public use shall, by certified mail, return receipt requested, disclose to the property owner at the time an offer to purchase or lease the property is made any and all ~~[existing]~~ appraisal reports produced or acquired by the ~~[governmental]~~ entity relating specifically to the owner's property and prepared in the 10 years preceding the date of the ~~[used in determining the final valuation]~~ offer.

(b) A property owner shall disclose to the ~~[acquiring governmental]~~ entity seeking to acquire the property any and all current and existing appraisal reports produced or acquired by the property owner relating specifically to the owner's property and used in determining the owner's opinion of value. Such disclosure shall take place not later than the earlier of:

(1) the 10th day after the date ~~[within 10 days]~~ of receipt of an appraisal report; or

(2) the third business day before the date of a special commissioner's hearing if an appraisal report is to be used at the ~~[reports but no later than 10 days prior to the special commissioner's]~~ hearing.

(c) An entity seeking to acquire property that the entity is authorized to obtain through the use of eminent domain may not include a confidentiality provision in an offer or agreement to acquire the property. The entity shall inform the owner of the property that the owner has the right to:

(1) discuss any offer or agreement regarding the entity's acquisition of the property with others; or

(2) keep the offer or agreement confidential, unless the offer or agreement is subject to Chapter 552, Government Code.

(d) A subsequent bona fide purchaser for value from the acquiring ~~[governmental]~~ entity may conclusively presume that the requirement of this section has been met. This section does not apply to acquisitions of real property for which an ~~[a governmental]~~ entity does not have eminent domain authority.

SECTION 8. Subchapter B, Chapter 21, Property Code, is amended by adding Section 21.0113 to read as follows:

Sec. 21.0113. BONA FIDE OFFER REQUIRED. (a) An entity with eminent domain authority that wants to acquire real property for a public use must make a bona fide offer to acquire the property

from the property owner voluntarily.

(b) An entity with eminent domain authority has made a bona fide offer if:

(1) an initial offer is made in writing to a property owner;

(2) a final offer is made in writing to the property owner;

(3) the final offer is made on or after the 30th day after the date on which the entity makes a written initial offer to the property owner;

(4) before making a final offer, the entity obtains a written appraisal from a certified appraiser of the value of the property being acquired and the damages, if any, to any of the property owner's remaining property;

(5) the final offer is equal to or greater than the amount of the written appraisal obtained by the entity;

(6) the following items are included with the final offer or have been previously provided to the owner by the entity:

(A) a copy of the written appraisal;

(B) a copy of the deed, easement, or other instrument conveying the property sought to be acquired; and

(C) the landowner's bill of rights statement prescribed by Section 21.0112; and

(7) the entity provides the property owner with at least 14 days to respond to the final offer and the property owner does not agree to the terms of the final offer within that period.

SECTION 9. Section 21.012, Property Code, is amended to read as follows:

Sec. 21.012. CONDEMNATION PETITION. (a) ~~If an entity [the United States, this state, a political subdivision of this state, a corporation] with eminent domain authority[, or an irrigation, water improvement, or water power control district created by law] wants to acquire real property for public use but is unable to agree with the owner of the property on the amount of damages, the [condemning] entity may begin a condemnation proceeding by filing a petition in the proper court.~~

(b) The petition must:

(1) describe the property to be condemned;

(2) state with specificity the public use ~~[purpose]~~ for which the entity intends to acquire ~~[use]~~ the property;

(3) state the name of the owner of the property if the owner is known;

(4) state that the entity and the property owner are unable to agree on the damages; ~~[and]~~

(5) if applicable, state that the entity provided the property owner with the landowner's bill of rights statement in accordance with Section 21.0112; and

(6) state that the entity made a bona fide offer to acquire the property from the property owner voluntarily as provided by Section 21.0113.

(c) An entity that files a petition under this section must provide a copy of the petition to the property owner by certified mail, return receipt requested.

SECTION 10. Subsection (a), Section 21.014, Property Code, is amended to read as follows:

(a) The judge of a court in which a condemnation petition is filed or to which an eminent domain case is assigned shall appoint three disinterested real property owners ~~[freeholders]~~ who reside in the county as special commissioners to assess the damages of the owner of the property being condemned. The judge appointing the special commissioners shall give preference to persons agreed on by

the parties. The judge shall provide each party a reasonable period to strike one of the three commissioners appointed by the judge. If a person fails to serve as a commissioner or is struck by a party to the suit, the judge shall [may] appoint a replacement.

SECTION 11. Subsection (a), Section 21.015, Property Code, is amended to read as follows:

(a) The special commissioners in an eminent domain proceeding shall promptly schedule a hearing for the parties at the earliest practical time but may not schedule a hearing to assess damages before the 20th day after the date the special commissioners were appointed. The special commissioners shall schedule a hearing for the parties [and] at a place that is as near as practical to the property being condemned or at the county seat of the county in which the proceeding is being held.

SECTION 12. Subsection (b), Section 21.016, Property Code, is amended to read as follows:

(b) Notice of the hearing must be served on a party not later than the 20th [11th] day before the day set for the hearing. A person competent to testify may serve the notice.

SECTION 13. Section 21.023, Property Code, is amended to read as follows:

Sec. 21.023. DISCLOSURE OF INFORMATION REQUIRED AT TIME OF ACQUISITION. An [A governmental] entity with eminent domain authority shall disclose in writing to the property owner, at the time of acquisition of the property through eminent domain, that:

(1) the owner or the owner's heirs, successors, or assigns may be [are] entitled to:

(A) repurchase the property under Subchapter E [if the public use for which the property was acquired through eminent domain is canceled before the 10th anniversary of the date of acquisition]; or

(B) request from the entity certain information relating to the use of the property and any actual progress made toward that use; and

(2) the repurchase price is the price paid to the owner by the entity at the time the entity acquired the property through eminent domain [fair market value of the property at the time the public use was canceled].

SECTION 14. Subchapter B, Chapter 21, Property Code, is amended by adding Section 21.025 to read as follows:

Sec. 21.025. PRODUCTION OF INFORMATION BY CERTAIN ENTITIES.

(a) Notwithstanding any other law, an entity that is not subject to Chapter 552, Government Code, and is authorized by law to acquire private property through the use of eminent domain is required to produce information as provided by this section if the information is:

(1) requested by a person who owns property that is the subject of a proposed or existing eminent domain proceeding; and

(2) related to the taking of the person's private property by the entity through the use of eminent domain.

(b) An entity described by Subsection (a) is required under this section only to produce information relating to the condemnation of the specific property owned by the requestor as described in the request. A request under this section must contain sufficient details to allow the entity to identify the specific tract of land in relation to which the information is sought.

(c) The entity shall respond to a request in accordance with the Texas Rules of Civil Procedure as if the request was made in a matter pending before a state district court.

(d) Exceptions to disclosure provided by this chapter and the Texas Rules of Civil Procedure apply to the disclosure of

information under this section.

(e) Jurisdiction to enforce the provisions of this section resides in:

(1) the court in which the condemnation was initiated;
or

(2) if the condemnation proceeding has not been initiated:

(A) a court that would have jurisdiction over a proceeding to condemn the requestor's property; or

(B) a court with eminent domain jurisdiction in the county in which the entity has its principal place of business.

(f) If the entity refuses to produce information requested in accordance with this section and the court determines that the refusal violates this section, the court may award the requestor's reasonable attorney's fees incurred to compel the production of the information.

SECTION 15. Subsection (d), Section 21.042, Property Code, is amended to read as follows:

(d) In estimating injury or benefit under Subsection (c), the special commissioners shall consider an injury or benefit that is peculiar to the property owner and that relates to the property owner's ownership, use, or enjoyment of the particular parcel of real property, including a material impairment of direct access on or off the remaining property that affects the market value of the remaining property, but they may not consider an injury or benefit that the property owner experiences in common with the general community, including circuity of travel and diversion of traffic. In this subsection, "direct access" means ingress and egress on or off a public road, street, or highway at a location where the remaining property adjoins that road, street, or highway.

SECTION 16. Subsections (a) and (b), Section 21.046, Property Code, are amended to read as follows:

(a) A department, agency, instrumentality, or political subdivision of this state shall ~~may~~ provide a relocation advisory service for an individual, a family, a business concern, a farming or ranching operation, or a nonprofit organization that ~~(if the service)~~ is compatible with the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ~~[Advisory Program], 42 U.S.C.A. 4601 [23 U.S.C.A. 501], et seq.~~

(b) This state or a political subdivision of this state shall ~~may~~, as a cost of acquiring real property, pay moving expenses and rental supplements, make relocation payments, provide financial assistance to acquire replacement housing, and compensate for expenses incidental to the transfer of the property if an individual, a family, the personal property of a business, a farming or ranching operation, or a nonprofit organization is displaced in connection with the acquisition.

SECTION 17. The heading to Section 21.047, Property Code, is amended to read as follows:

Sec. 21.047. ASSESSMENT OF COSTS AND FEES.

SECTION 18. Section 21.047, Property Code, is amended by adding Subsection (d) to read as follows:

(d) If a court hearing a suit under this chapter determines that a condemnor did not make a bona fide offer to acquire the property from the property owner voluntarily as required by Section 21.0113, the court shall abate the suit, order the condemnor to make a bona fide offer, and order the condemnor to pay:

(1) all costs as provided by Subsection (a); and
(2) any reasonable attorney's fees and other professional fees incurred by the property owner that are directly related to the violation.

SECTION 19. Subchapter E, Chapter 21, Property Code, is amended to read as follows:

SUBCHAPTER E. REPURCHASE OF REAL PROPERTY FROM CONDEMNING
[GOVERNMENTAL] ENTITY

Sec. 21.101. RIGHT OF REPURCHASE [APPLICABILITY]. (a) A person from whom ~~Except as provided in Subsection (b), this subchapter applies only to~~ a real property interest is acquired by an ~~[a governmental]~~ entity through eminent domain for a public use, or that person's heirs, successors, or assigns, is entitled to repurchase the property as provided by this subchapter if:

(1) the public use for which the property was acquired through eminent domain is ~~[that was]~~ canceled before the property is used for that public use;

(2) no actual progress is made toward the public use for which the property was acquired between the date of acquisition and the 10th anniversary of that date; or

(3) the property becomes unnecessary for the public use for which the property was acquired, or a substantially similar public use, before the 10th anniversary of the date of acquisition.

(b) In this section, "actual progress" means the completion of two or more of the following actions:

(1) the performance of a significant amount of labor to develop the property or other property acquired for the same public use project for which the property owner's property was acquired;

(2) the provision of a significant amount of materials to develop the property or other property acquired for the same public use project for which the property owner's property was acquired;

(3) the hiring of and performance of a significant amount of work by an architect, engineer, or surveyor to prepare a plan or plat that includes the property or other property acquired for the same public use project for which the property owner's property was acquired;

(4) application for state or federal funds to develop the property or other property acquired for the same public use project for which the property owner's property was acquired;

(5) application for a state or federal permit to develop the property or other property acquired for the same public use project for which the property owner's property was acquired;

(6) the acquisition of a tract or parcel of real property adjacent to the property for the same public use project for which the owner's property was acquired; or

(7) for a governmental entity, the adoption by a majority of the entity's governing body at a public hearing of a development plan for a public use project that indicates that the entity will not complete more than one action described by Subdivisions (1)-(6) before the 10th anniversary of the date of acquisition of the property ~~[This subchapter does not apply to a right of way under the jurisdiction of:~~

~~[(1) a county;~~

~~[(2) a municipality; or~~

~~[(3) the Texas Department of Transportation].~~

(c) A district court may determine all issues in any suit regarding the repurchase of a real property interest acquired through eminent domain by the former property owner or the owner's heirs, successors, or assigns.

Sec. 21.102. NOTICE TO PREVIOUS PROPERTY OWNER REQUIRED ~~[AT TIME OF CANCELLATION OF PUBLIC USE]~~. Not later than the 180th day after the date an entity that acquired a real property interest through eminent domain determines that the former property owner is

entitled to repurchase the property under Section 21.101 [of the cancellation of the public use for which real property was acquired through eminent domain from a property owner under Subchapter B], the [governmental] entity shall send by certified mail, return receipt requested, to the property owner or the owner's heirs, successors, or assigns a notice containing:

(1) an identification, which is not required to be a legal description, of the property that was acquired;

(2) an identification of the public use for which the property had been acquired and a statement that:

(A) the public use was [has been] canceled before the property was used for the public use;

(B) no actual progress was made toward the public use; or

(C) the property became unnecessary for the public use, or a substantially similar public use, before the 10th anniversary of the date of acquisition; and

(3) a description of the person's right under this subchapter to repurchase the property.

Sec. 21.1021. REQUESTS FOR INFORMATION REGARDING CONDEMNED PROPERTY. (a) On or after the 10th anniversary of the date on which real property was acquired by an entity through eminent domain, a property owner or the owner's heirs, successors, or assigns may request that the condemning entity make a determination and provide a statement and other relevant information regarding:

(1) whether the public use for which the property was acquired was canceled before the property was used for the public use;

(2) whether any actual progress was made toward the public use between the date of acquisition and the 10th anniversary of that date, including an itemized description of the progress made, if applicable; and

(3) whether the property became unnecessary for the public use, or a substantially similar public use, before the 10th anniversary of the date of acquisition.

(b) A request under this section must contain sufficient detail to allow the entity to identify the specific tract of land in relation to which the information is sought.

(c) Not later than the 90th day following the date of receipt of the request for information, the entity shall send a written response by certified mail, return receipt requested, to the requestor.

Sec. 21.1022. LIMITATIONS PERIOD FOR REPURCHASE RIGHT. Notwithstanding Section 21.103, the right to repurchase provided by this subchapter is extinguished on the first anniversary of the expiration of the period for an entity to provide notice under Section 21.102 if the entity:

(1) is required to provide notice under Section 21.102;

(2) makes a good faith effort to locate and provide notice to each person entitled to notice before the expiration of the deadline for providing notice under that section; and

(3) does not receive a response to any notice provided under that section in the period for response prescribed by Section 21.103.

Sec. 21.103. RESALE OF PROPERTY; PRICE. (a) Not later than the 180th day after the date of the postmark on a [the] notice sent under Section 21.102 or a response to a request made under Section 21.1021 that indicates that the property owner, or the owner's heirs, successors, or assigns, is entitled to repurchase the property interest in accordance with Section 21.101, the

property owner or the owner's heirs, successors, or assigns must notify the ~~[governmental]~~ entity of the person's intent to repurchase the property interest under this subchapter.

(b) As soon as practicable after receipt of a notice of intent to repurchase ~~[the notification]~~ under Subsection (a), the ~~[governmental]~~ entity shall offer to sell the property interest to the person for the price paid to the owner by the entity at the time the entity acquired the property through eminent domain ~~[fair market value of the property at the time the public use was canceled]~~. The person's right to repurchase the property expires on the 90th day after the date on which the ~~[governmental]~~ entity makes the offer.

SECTION 20. Section 202.021, Transportation Code, is amended by adding Subsection (j) to read as follows:

(j) The standard for determination of the fair value of the state's interest in access rights to a highway right-of-way is the same legal standard that is applied by the commission in the:

(1) acquisition of access rights under Subchapter D, Chapter 203; and

(2) payment of damages in the exercise of the authority, under Subchapter C, Chapter 203, for impairment of highway access to or from real property where the real property adjoins the highway.

SECTION 21. Section 54.209, Water Code, is amended to read as follows:

Sec. 54.209. LIMITATION ON USE OF EMINENT DOMAIN. A district may not exercise the power of eminent domain outside the district boundaries to acquire:

(1) a site for a water treatment plant, water storage facility, wastewater treatment plant, or wastewater disposal plant;

(2) a site for a park, swimming pool, or other recreational facility, as defined by Section 49.462 ~~[except a trail];~~

(3) ~~[a site for a trail on real property designated as a homestead as defined by Section 41.002, Property Code, or~~

~~[+]] an exclusive easement through a county regional park; or~~

(4) a site or easement for a road project.

SECTION 22. Section 1, Chapter 178 (S.B. 289), Acts of the 56th Legislature, Regular Session, 1959 (Article 3183b-1, Vernon's Texas Civil Statutes), is amended to read as follows:

Sec. 1. Except as provided by this section, and notwithstanding any other law, any [Any] nonprofit corporation incorporated under the laws of this state for purely charitable purposes and which is directly affiliated or associated with a medical center having a medical school recognized by the Council on Medical Education and Hospitals of the American Medical Association as an integral part of its establishment, and which has for a purpose of its incorporation the provision or support of medical facilities or services for the use and benefit of the public, and which is situated in any county of this state having a population in excess of six hundred thousand (600,000) inhabitants according to the most recent Federal Census shall have the power of eminent domain and condemnation for the purposes set forth in Section 2 and Section 3 of this Act. A charitable corporation described by this section may not exercise the power of eminent domain and condemnation to acquire a detached, single-family residential property or a multifamily residential property that contains eight or fewer dwelling units.

SECTION 23. (a) Section 552.0037, Government Code, is

repealed.

(b) Section 21.024, Property Code, is repealed.

SECTION 24. Section 11.155, Education Code, Chapter 2206, Government Code, Sections 251.001, 261.001, 263.201, and 273.002, Local Government Code, Chapter 21, Property Code, and Section 1, Chapter 178 (S.B. 289), Acts of the 56th Legislature, Regular Session, 1959 (Article 3183b-1, Vernon's Texas Civil Statutes), as amended by this Act, apply only to a condemnation proceeding in which the petition is filed on or after the effective date of this Act and to any property condemned through the proceeding. A condemnation proceeding in which the petition is filed before the effective date of this Act and any property condemned through the proceeding are governed by the law in effect immediately before that date, and that law is continued in effect for that purpose.

SECTION 25. The change in law made by this Act to Section 202.021, Transportation Code, applies only to a sale or transfer under that section that occurs on or after the effective date of this Act. A sale or transfer that occurs before the effective date of this Act is governed by the law applicable to the sale or transfer immediately before the effective date of this Act, and that law is continued in effect for that purpose.

SECTION 26. The changes in law made by this Act to Section 54.209, Water Code, apply only to a condemnation proceeding in which the petition is filed on or after the effective date of this Act. A condemnation proceeding in which the petition is filed before the effective date of this Act is governed by the law in effect on the date the petition was filed, and that law is continued in effect for that purpose.

SECTION 27. This Act takes effect September 1, 2011.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 18 passed the Senate on February 9, 2011, by the following vote: Yeas 31, Nays 0; April 19, 2011, Senate refused to concur in House amendments and requested appointment of Conference Committee; April 28, 2011, House granted request of the Senate; May 6, 2011, Senate adopted Conference Committee Report by the following vote: Yeas 30, Nays 0.

Secretary of the Senate

I hereby certify that S.B. No. 18 passed the House, with amendments, on April 14, 2011, by the following vote: Yeas 144, Nays 0, one present not voting; April 28, 2011, House granted request of the Senate for appointment of Conference Committee; May 5, 2011, House adopted Conference Committee Report by the following vote: Yeas 145, Nays 0, two present not voting.

Chief Clerk of the House

Approved:

Date

Governor

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: discussion of issues related to a right of way acquisition on FM 1626. Action may follow in open court.

TYPE OF ITEM: EXECUTIVE

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Commissioner Precinct 2 Mark Jones

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

Summary and Backup 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 §551.071 of the Texas Government Code, regarding Civil Action No. 1:11-CV-00145 (styled "Robert Threadgill vs. David Clay Bain, et. al.") in the Western Federal District Court, Civil Action No. 1:11-cv-233-SS (styled "William G., et. al. vs. Wimberley I.S.D., et. al.") in the Western Federal District Court, and Civil Action No. A-11-CA-343 LY (styled "Mark David Simmons v. Hays County Sheriff's Department, et. al.") in the Western Federal District Court; and pending litigation related thereto. Possible action may follow in open court.

TYPE OF ITEM: EXECUTIVE SESSION

PREFERRED MEETING DATE REQUESTED: July 12, 2011

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: COBB

SPONSORED BY: COBB

SUMMARY:

Summary to be provided by legal counsel(s) in Executive Session.

