

Commissioners Court -October 18, 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 **18th day of October, 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	3-4	Adopt a Proclamation declaring October 19, 2011 as Hays County Crime Stoppers Day in celebration of its 30 th Anniversary. CONLEY/WOOD
---	-----	--

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	6-12	Approve Commissioners Court Minutes of October 11, 2011. COBB/GONZALEZ
4	13-14	Action to Authorize Institutional OSSF Permit for an office/warehouse located at 31884 RR 12, Dripping Springs, TX 78620, in Precinct 4. WHISENANT/GARZA
5	15-16	Action to Authorize Institutional OSSF Permit for an office/warehouse located at 31872 RR 12, Dripping Springs, TX 78620, in Precinct 4. WHISENANT/GARZA
6	17-24	Authorize the County Judge to execute a Contract for Engineering Services Supplemental Agreement No. 1 to the Professional Services Agreement with Rogers Design Services for Mount Gainor Road. WHISENANT/BORCHERDING

ACTION ITEMS

ROADS

7	25	Hold a Public Hearing, with possible action, to establish traffic regulations (3-way stop) at the intersection of Goforth Road and Bebee Road. INGALSBE/BORCHERDING
8	26-29	Discussion and possible action to release the maintenance bond and accept for maintenance all road and drainage improvements within County ROW in Mount Olive Ranch subdivision. CONLEY/BORCHERDING

SUBDIVISIONS

9	30-34	Discussion and possible action to allow a platting exception pursuant to Section 232.010 of the Texas Local Government Code for owner(s) of portions of Lot 21, Los Ranchos Subdivision. WHISENANT/GARZA
---	-------	---

MISCELLANEOUS

10	35-69	Discussion and possible action to authorize the County Judge to execute a Subaward Agreement with Texas State University for grant funds for the County's participation in the Advance Law Enforcement Rapid Response Training (ALERT) program in the amount of \$38,000. INGALSBE/CUTLER/HAUFF
----	-------	--

11	70-76	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between the City of Dripping Springs and Hays County for the hiring of a consultant to assist in the nomination of Downtown Dripping Springs to the national register of historic places. WHISENANT/JOHNSON
12	77-82	Discussion and possible action to select a contractor and authorize concrete repairs at the Personal Health Department at 401 Broadway Street in San Marcos, Texas. COBB/KNOTT
13	83-84	Discussion and possible action to consider the cancellation of Commissioners Court on November 29, December 13, and December 27, 2011. INGALSBE
14	85-100	Discussion and possible resolution of the Commissioners Court, adopting a "concurrent ordinance" pursuant to Chapter 572 of the Texas Local Government Code which creates a regional Public Utility Agency ("PUA") in collaboration with the City of Bee Cave and West Travis County Municipal Utility District No. 5; and approving the Bylaws and Directors of said PUA. WHISENANT
15	101-105	Discussion and possible action to prioritize projects submitted for funding through CAMPO. CONLEY

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.

16	106	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 Hays County Precinct 2 Building. Possible action may follow in open Court. JONES
----	-----	--

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.

17	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS
18	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the Government Center; the proposed Precinct 2 office; and the Law Enforcement Center Immediate Needs Project. Possible action may follow. INGALSBE
19	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
20	Discussion of material relating to the Hays County Water and Sewer Authority and/or the LCRA divestiture. WHISENANT

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 14th day of October, 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.

AGENDA ITEM:

Hays County Crime Stoppers, Inc. 30th Anniversary Proclamation (to be presented on Tuesday, October 18, 2011 at Commissioners Court).

CHECK ONE:

CONSENT

ACTION

EXECUTIVE SESSION

WORKSHOP

PROCLAMATION

PRESENTATION

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: None

REQUESTED BY: Sgt. Mike Wood, HCSO / Hays County Crime Stoppers Law Enforcement Coordinator

SPONSORED BY: Commissioner Will Conley



**HAYS COUNTY CRIME STOPPERS, INC.
30th Anniversary Celebration Proclamation**

WHEREAS, Hays County Crime Stoppers, Inc. (formerly San Marcos Crime Stoppers, Inc.) has operated as a certified Crime Stoppers International and Crime Stoppers USA organization in Hays County for 30 years; and

WHEREAS, Hays County Crime Stoppers, Inc. effectively aides in the protection of businesses, neighborhoods, schools and citizens by coordinating with all law enforcement agencies in Hays County to resolve crimes; and

WHEREAS, Tips received by Hays County Crime Stoppers, Inc. since its inception have resulted in a total of 554 Suspects Arrested, 604 Offenses Cleared, \$191,000 Stolen Property Recovered and \$12 million Narcotics Seized while tipsters received awards of \$63,000; and

WHEREAS, Concerned Hays County citizens are to be recognized for spending countless hours volunteering to assure Hays County Crime Stoppers, Inc. is a viable and responsive organization; and

WHEREAS, Hays County Crime Stoppers, Inc. continually employs ever changing technologies, such as its own website, Facebook and Twitter accounts and an iPhone, to remain an important law enforcement coordination and communications tool into the next 30 years.

NOW THEREFORE, BE IT RESOLVED that the Hays County Commissioners' Court declares October 19, 2011 as Hays County Crime Stoppers, Inc. Day in recognition of its contribution to the safety and growth of this community.

ADOPTED THIS THE 18th DAY OF OCTOBER, 2011

Bert Cobb, M.D.
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Will Conley
Commissioner, Pct. 3

Ray Whisenant
Commissioner, Pct. 4

ATTEST:

Liz Q. Gonzalez
Hays County Clerk

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Approve payment of County invoices.

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

PREFERRED MEETING DATE REQUESTED: 10/18/11

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 OF OCTOBER 11, 2011.

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

PREFERRED MEETING DATE REQUESTED: October 18, 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 11TH DAY OF OCTOBER 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:

Commissioner Jones gave the invocation and Judge Cobb led the court in the Pledge of Allegiance to the flags. Judge Cobb called the meeting to order.

Dee Dee Baen Human Resources Department introduced new hires Lisa M. DeLeon, Preston E Dodson, Garrett S. Dominguez, Cheryl Evans, Adrienne Evans-Stark, Justine Franks, Bradley Henry, Michael J Kirkwood, Juan Martinez, Joseph Medrano, Amanda R. Oliver, Fernando Pimentel, Mallory Slattery, Michael Stuckey, Eddie Villalpando and Britney Watson.

28489 PROCLAMATION DECLARING OCTOBER 2011 AS BREAST CANCER AWARENESS MONTH

Carole Belver with Community Action, Inc. of Hays, Caldwell and Blanco Counties spoke of the Breast Cancer Awareness. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to declare October 2011 as Breast Cancer Awareness Month. All voting "Aye". MOTION PASSED

28490 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve payments of county invoices in the amount of \$391,319.51 submitted by the County Auditor. All voting "Aye". MOTION PASSED

28491 APPROVE COMMISSIONERS COURT MINUTES OF OCTOBER 4, 2011

A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to approve Commissioners Court Minutes of October 4, 2011 as presented by the County Clerk. All voting "Aye". MOTION PASSED

28492 ACCEPT A DONATION FROM THE WIMBERLEY VFW POST 6441 TO THE HAYS COUNTY CONSTABLE OFFICE, PRECINCT 3 IN THE AMOUNT OF \$1,000 AND AMEND THE BUDGET ACCORDINGLY

The donation was received from the VFW Post 6441 in Wimberley for assisting that organization through various community projects. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to accept a donation from the Wimberley VFW Post 6441 to the Hays County Constable Office, Precinct 3 in the amount of \$1,000 and amend the budget accordingly. All voting "Aye". MOTION PASSED

28493 ACCEPT DONATIONS FOR THE HISTORICAL JAIL RESTORATION PROJECT AND AMEND THE FY2012 BUDGET FOR USE OF THOSE FUNDS FOR DIRECT EXPENSES RELATED TO THE PROJECT

The Historical Commission has received several donations for the Historical Jail Restoration Project from various entities. These funds will be used for miscellaneous capital improvements. Amount required \$2,170.00 144-676-00.5741 Misc.Capital Improvements. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to accept donations for the Historical Jail Restoration Project and amend the FY2012 budget for use of those funds for direct expenses related to the project. All voting "Aye". MOTION PASSED



OCTOBER 11, 2011

VOLUME U PG 707

28494 APPROVE RENEWAL OF BID #2010-B18 CONCRETE CONTRACTOR WITH MYERS CONCRETE CONSTRUCTION FOR ONE (1) ADDITIONAL YEAR AS PROVIDED FOR IN THE ORIGINAL BID

All terms and conditions remain unchanged and in full and effect as provided in the original contract. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to Approve renewal of Bid #2010-B18 Concrete Contractor with Myers Concrete Construction for one (1) additional year as provided for in the original bid. All voting "Aye". MOTION PASSED

28495 REVISED PLAT OF LOT 3 MADRONE RANCH SECTION 1 AND LOT 4 MADRONE RANCH SECTION II-A [11-4-33 - 2 Lots] AND CANCEL A PORTION OF LOT 4 MADRONE RANCH SECTION II-A AND ESTABLISHING LOT 3-A MADRONE RANCH SECTION 1 AND LOT 4-A MADRONE RANCH SECTION II-A; APPROVE PRELIMINARY PLAN OF REVISED PLAT OF LOT 3 MADRONE RANCH SECTION 1 AND LOT 4 MADRONE RANCH SECTION II-A AND CALL FOR PUBLIC HEARING NOVEMBER 8, 2011

Madrone Ranch is a multiple-section located off of McGregor Lane in Precinct 4. There are currently is currently combined 17 parcels between Sections I and II-A. The property owners is proposing to reconfigure Lot 3 (Section 1) and Lot 4 (Section II-A). The two lots are located in different sections, the portion of Lot 4 which is to be moved to Section 1 must be cancelled. The resulting lots will be configured as follows: Lot 3-A, 32.24 acres, Lot 4-A, 13.29 acres. Both lots are currently developed and are served by private wells and individual on-site sewage facilities. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve revised plat of Lot 3 Madrone Ranch Section 1 and Lot 4 Madrone Ranch Section II-A and cancel a portion of Lot 4 Madrone Ranch Section II-A and establishing Lot 3-A Madrone Ranch Section 1 and Lot 4-A Madrone Ranch Section II-A; approve preliminary plan of revised plat of Lot 3 Madrone Ranch Section 1 and Lot 4 Madrone Ranch Section II-A and call for public hearing November 8, 2011. All voting "Aye". MOTION PASSED

28496 RESUBDIVISION OF LOTS 19 AND 20, LOS RANCHOS [11-4-9 - 5 Lots] APPROVE PRELIMINARY PLAN AND CALL FOR PUBLIC HEARING NOVEMBER 8, 2011

Los Ranchos is a recorded subdivision located off of FM 150 in Precinct 4. The subdivision was originally platted in 1978 as a 28 lot subdivision. Today there are 35 taxable parcels on the CAD records. The current configuration of the two lots consists of seven unplatted parcels, three of which are currently developed. The purpose of this resubdivision is to plat five new lots, thereby allowing the existing parcels to be further developed. A plat for lots 19 and 20 was approved on September 6, 2011 and was not recorded. This plat shows newly configured lots reflect an exchange of property agreed upon by the owners. The proposed lots sizes are as follows: Lot 20A - 4.5017 acres; Lot 20B - 2.3868; Lot 20C - 2.005; Lot 19A - 7.0502; Lot 19B - 4.6118, Lots 20A, 20B, 19A and 19B are currently served by private wells and individual on-site sewage facilities. Water and wastewater service will be provided to Lot 20C by individual water wells and on-site sewage facilities at the time of development. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve preliminary plan for resubdivision of Lots 19 & 20 Los Ranchos and call for a public hearing November 8, 2011. All voting "Aye". MOTION PASSED

28497 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF AUSTIN, THE CITY OF SAN MARCOS POLICE DEPARTMENT (SMPD) AND HAYS COUNTY FOR FORENSIC LAB SERVICES

Gary Cutler Hays County Sheriff spoke of the need for this position and the Interlocal Agreement between all entities involved. Representatives from SMPD, the Hays County Criminal District Attorney's Office and the Hays County Sheriff's Office have discussed the possibility of enhancing their lab testing protocol allowing for a faster turn-around time in lab results for criminal cases with the Austin Police Department. A faster turn-around time will enable agencies associated with criminal justice to accelerate case loads through the system which should translate into cost savings across the county. Amount required \$107,000.00 (Various Forfeiture Funds) A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute an Interlocal Agreement between the City of Austin, Hays County District Attorney's Office, the City of San Marcos Police Department (SMPD) and Hays County for Forensic Lab Services. All voting "Aye". MOTION PASSED

28498 ADOPT A RESOLUTION NOMINATING LUANNE CARAWAY AS A CANDIDATE FOR THE CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS

A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to adopt a resolution nominating Luanne Caraway as a candidate for the Central Appraisal District Board of Directors. All voting "Aye". MOTION PASSED



28499 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF DRIPPING SPRINGS REGARDING PARTICIPATION IN A WATERSHED STUDY ASSOCIATED WITH THE HAYS COUNTY LOWER COLORADO RIVER BASIN STUDY

On November 3, 2009 the Commissioners Court approved a grant contract with the Texas Water Development Board 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 Commissioners Court approved agreements with the Lower Colorado River Authority and the U.S Army Corps of Engineers to partner in funding and conduction the study, with cost sharing of 50% by the USACE. On August 10, 2010 the Commissioners Court accepted a grant award amendment that increased funding from the TWDB (total awarded \$389,225) necessary to complete investigations of the drainage basin. There are small portions of the study area for which the USACE cannot participate in funding, although these were accounted for in the TWDB grant. Several communities have agreed to partner with Hays County to complete studies of these small drainage areas. The purpose of the agreement with the City of Dripping Springs is to conduct detailed studies of drainage segments within their jurisdiction under the overall northern Hays County study. The City of Dripping Springs will contribute funding of \$10,521.50 over a two year period to match funding provided under the TWDB grant to investigate the drainages in this area. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the County Judge to execute an Interlocal Agreement with the City of Dripping Springs regarding participation in a watershed study associated with the Hays County Lower Colorado River Basin study. All voting "Aye". MOTION PASSED

28500 ACCEPT A GRANT AWARD FROM THE TEXAS DEPARTMENT OF PUBLIC SAFETY (TXDPS), TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE FY2011 EMERGENCY MANAGEMENT PERFORMANCE GRANT IN THE AMOUNT OF \$25,300.00

On January 25, 2011 the Commissioners Court authorized submission of a grant application to the Texas Department of Public Safety, Texas Division of Emergency Management for funding to support a portion of the salary and benefits for the Emergency Management Coordinator. The award amount increased from \$2,000.00 last year to \$25,300 this year, an increase of \$3,300 which will be budgeted for FY201. Amount required \$3,300.00 grant – 001-656-00.4301. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to accept a grant award from the Texas Department of Public Safety (TXDPS), Texas Division of Emergency Management (TDEM) for the FY2011 Emergency Management Performance Grant in the amount of \$25,300.00. All voting "Aye". MOTION PASSED

28501 ACTION REGARDING ADDITIONAL SUPERVISOR'S LICENSES AND TIME CLOCKS FOR THE ELECTRONIC TIMEKEEPING SYSTEM, AND PROVIDE AN UPDATE ON IMPLEMENTATION OF THE SYSTEM

Michele Tuttle Hays County Treasurer and Britney Richey spoke of the time clocks and the implementation. This is to update phase 1 of the electronic timekeeping system and give the tentative timeline for phase II and phase III. Possible addition of 31 supervisor's licenses and additional time clocks as back up for the Sheriff's Office for a total of 50 license's. Amount required \$12,468.00 (set aside in contingencies 001-645-00.5399 and the IT budget for the Sheriff). A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize to move money from contingencies for the 2 time clocks and to approve 21 additional supervisor's licenses for the Sheriff's Office. Commissioner Ingalsbe, Commissioner Jones, Commissioner Whisenant and Judge Cobb voting "Aye". Commissioner Conley not present for vote. MOTION PASSED

28502 AUTHORIZE A COMMERCIAL OSSF PERMIT AT 2560 S LOOP 4, IN PRECINCT 2; CONSIDER A VARIANCE FROM SECTION 10-M1(B) OF THE HAYS COUNTY RULES FOR ON-SITE SEWAGE FACILITIES

Namasco is replacing and existing (failing) on-site sewage facility for their steel warehouse in Buda, Texas. This on-site sewage facility is designed for 256 gallons per day. The property is 10.1 acres in size. The on-site sewage facility consists of a standard septic tank and a low pressure dosed drainfield. A wastewater meter will be installed so that the system can be monitored. The designer of the system, Stan Burrier, PE., is requesting a variance to Section 10-M (B) of the Hays County rules for on-site sewage facilities, which requires a hydraulic equalization tank prior to the treatment tank on non-residential on-site sewage facilities. His justification for variance is that the flows are expected to be at a uniform rate throughout the day/week with no peak surges and the treatment tank is 50% larger than required which will provided more retention time. A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to authorize a commercial OSSF Permit at 2560 S Loop 4, in Precinct 2; grant a variance from section 10-M1(B) of the Hays County Rules for On-Site Sewage Facilities. Commissioner Ingalsbe, Commissioner Jones, Commissioner Whisenant and Judge Cobb voting "Aye". Commissioner Conley not present for vote. MOTION PASSED



OCTOBER 11, 2011

VOLUME U PG 709

- 28503 APPROVE THE EXECUTION OF WORK AUTHORIZATION 13 TO THE AGREEMENT DATED SEPTEMBER 2, 2008 BETWEEN HAYS COUNTY, TEXAS AND KLOTZ ASSOCIATES, INC. FOR DRAINAGE STUDY AND DESIGN WORK AROUND THE LEISUREWOODS, SHADY GROVE AND OXBOW TRAILS SUBDIVISIONS IN HAYS COUNTY PRECINCT 2**

Previous Work Authorizations have been executed with Klotz Associates, Inc. for the study and design of various drainage improvements around the Leisurewoods, Shady Grove and Oxbow Trails Subdivisions in Hays County Precinct 2. During the course of that work, the need for additional services was identified to modify previously completed study and design work to avoid impacts to a septic system located within one of the drainage easements need for construction of a grass lined channel previously designed. Plans will be modified to include a narrower concrete lined channel in the vicinity of that septic system. Amount required \$ 9,300.00 – 020-710-00.5448_008. A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the execution of Work Authorization 13 to the Agreement dated September 2, 2008 between Hays County, Texas and Klotz Associates, Inc. for drainage study and design work around the Leisurewoods, Shady Grove and Oxbow Trails Subdivisions in Hays County Precinct 2. Commissioner Ingalsbe, Commissioner Jones, Commissioner Whisenant and Judge Cobb voting "Aye". Commissioner Conley not present for vote. MOTION PASSED

- 28504 APPROVE APPOINTMENTS TO THE CITIZEN'S COMMITTEE FOR THE HAYS COUNTY TRANSPORTATION PLAN**

Each Commissioner will make their respective appointments to the County's transportation plan. There will be a 15 member board by instructing Jerry Borchering, Transportation Director and our consultants to begin a process to contact these citizens and start to organize the kick off of the Hays County Transportation plan. Judge Cobb is appointing Winton Porterfield, Dwain Lee York and Warren Ketterman. Commissioner Ingalsbe is appointing Susan Narvaiz, Diane Hervol, and David Salazar. Commissioner Jones is appointing Joe Hernandez, Brad Hagen and Daniel Heideman. Commissioner Conley is appointing Glen Straube, Michael Moeller and Jeffrey Jewett. Commissioner Whisenant is appointing Ben Sorrell, Roy O'Dell and Don B. Meador. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve appointments to the Citizen's Committee for the Hays County Transportation Plan. All voting "Aye". MOTION PASSED

- 28505 COUNTY-WIDE FREEZE ON HIRING, PROMOTIONS, AND/OR TRANSFERS INTO VACANT POSITIONS WITHOUT COMMISSIONERS COURT APPROVAL**

The county-wide freeze on hiring, promotions, and/or transfers into vacant positions has been in place since March 8, 2011. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to lift the county-wide freeze on hiring, promotions, and/or transfers into vacant positions without Commissioners Court approval with the exception any new hire that is hired above the minimum grade Commissioners Court will need to approve. All voting "Aye". MOTION PASSED

- 28506 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS RELATING TO TAX INCREMENT REINVESTMENT ZONE NO. 4**

Walter Elias of Brookfield Development spoke. This Interlocal Agreement represents the culmination of a variety of negotiations associated with the Carma Paso Robles Subdivision. This court has considered the possibility of a TIRZ associated with this Subdivision before, and this ILA finalizes that arrangement between the City of San Marcos, Hays County, and Carma. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to authorize the County Judge to execute this Interlocal Agreement between the City of San Marcos and Hays County Relating to Tax Increment Reinvestment Zone No. 4, contingent on 2 actions: (1) The Interlocal Agreement is modified to reflect a 10% contribution from the increment by the County, not 20%, as it currently reads; and (2) The City of San Marcos adopts a resolution regarding its willingness and intention to enter into Development Agreements with subdivisions neighboring the Paso Robles development (to be identified by the County), such Agreements to include a 10-year deferral of annexation by the City; and (3) The Interlocal Agreement is modified to state the following: If the PDD for Paso Robles is modified from in relation to roadways into and out of the subdivision without prior county consent, then the Interlocal Agreement shall be null and void and the County shall have no obligation to contribute 10% of the increment. All voting "Aye". MOTION PASSED



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 11:40 a.m. and reconvened into open meeting at 11:42 a.m. In attendance in Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb and Special Counsel Mark Kennedy, Elly Dietz and George L. Schlemeyer with Contract Land Staff. No Action

28507 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING RIGHT OF WAY ACQUISITION ON OR NEAR MCGREGOR LANE IN PRECINCT 4

Court convened into closed executive session at 11:42 a.m. and reconvened into open meeting at 11:45 a.m. In attendance in Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb and Special Counsel Mark Kennedy, and Elly Dietz. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the County Judge to execute a Letter Agreement between Hays County and Sarah Ann Hales related to fence relocation on newly acquired Right of Way along FM 1826 and not to exceed \$7,770.00. All voting "Aye". MOTION PASSED

28508 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 RM 1826

Court convened into closed executive session at 11:34 a.m. and reconvened into open meeting at 11:45 a.m. In attendance in Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb and Special Counsel Mark Kennedy, Elly Dietz and George L. Schlemeyer with Contract Land Staff. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the County Judge to execute a Letter Agreement between Hays County and Toro Cattle Company related to fence relocation along newly acquired Right of Way on McGregor Lane and not to exceed \$8.00 per liter foot. All voting "Aye". MOTION PASSED

ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Hays County will remain under a Burn Ban.

Clerk's Note Agenda Item # 23 Re: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; THE PROPOSED PRECINCT 2 OFFICE; AND THE LAW ENFORCEMENT CENTER IMMEDIATE NEEDS PROJECT- was pulled

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

Jeff Curren spoke of all updates on the Road Bond Projects. Pct. 1 Old Bastrop Hwy – project is complete. Construction contract to be awarded in late November. Pct 2 SH 21 at High Road (CR 127) – project is complete. SH 21 at FM 2001 – construction contract awarded to Hunter Industries in June of 2011, scheduled for completion in spring 2012. SH 21 at Rohde Road (CR 126) – project placed on hold pending possible future realignment of FM 2001, county forces to make improvements at Rohde Road/SH 21 intersection. Lakewood Dr. FM 1626 – design is 90% complete, scheduled to let in conjunction with the northern segment of the FMM 1626 pass-through finance project in 2012. RM 967 at Ruby Ranch Rd. - design is 60% complete, scheduled to let for construction in April 2012, scheduled construction completion date Spring 2013. Pct 3 RM 2325 Fischer Store Rd to Carney Lane – construction contract awarded to Angel Brothers in April 2011, scheduled construction completion date Winter 2012. RM 12 at RM 32 – construction contract awarded to Hunter Industries, scheduled construction completion date Spring 2012. RM 12 at Hugo Rd – construction contract awarded to Hunter Industries, scheduled construction completion date Spring 2012. RM 12 at Sink Creek – construction contract awarded to Hunter Industries, scheduled construction completion date Spring 2012. RM 12 Parkway Development – project to preserve ROW and prepare environmental documents for a 4-lane divided parkway from San Marcos to the Junction, project is 30% complete. RM 12 at Old Kyle Rd – project to improve safety and mobility within Wimberley business District, project design is nearing completion, on-going coordination with the City. Pct 4 RM 1826 at Nutty Brown Rd – project is 90% complete, construction letting date is Spring 2012, construction completion date is Spring 2013. RM 18626 at Crystal Hill Dr – project is 90% complete, construction letting date is Spring 2012, construction completion date is Winter 2012. RM 1826 at Darden Hill Rd – project is 30% complete, construction letting date is Summer 2012, construction completion date is Spring 2013. RM 1826 at RM 967 – construction contract awarded to Asphalt Paving Company of Austin, construction completion date is Summer 2012. Lime Kiln Rd at Sink Creek – preliminary study to determine feasibility of replacing low water crossing with a bridge at Sink Creek, study is complete. Post Road at Blanco River – preliminary study to determine feasibility of realignment of Post Rd and the replacement of a low water crossing at the Blanco River with a bridge, study is complete.



OCTOBER 11, 2011

VOLUME U PG 711

Clerk's Note Agenda Item # 25 Re: DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND SEWER AUTHORITY AND/OR THE LCRA DIVESTITURE-was pulled

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

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 October 11, 2011.



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

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: *(Since there is nothing unusual or controversial about this Commercial OSSF permit application, it is recommended that it be placed on the Consent Agenda)*

Action to Authorize Institutional OSSF Permit for an office/warehouse located at 31884 RR 12, Dripping Springs, TX 78620, in Precinct 4.

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

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Clint Garza, Director, Development Services Dept.
--

SPONSORED BY: Commissioner Whisenant, Precinct 4

SUMMARY: Gary McGee is proposing an OSSF to serve an office/warehouse. This property is located at 31884 RR 12, Dripping Springs, TX in Precinct 4. The property is .99 acres.

It is an Aerobic Treatment Unit using drip irrigation dispersal designed by Don Perry, R.S. The ATU is preceded by a 500 gallon flow equalization tank. A flow meter will be installed on the line following the flow equalization tank. The On Site Sewage Facility is designed for a maximum wastewater flow of 160 gpd for a maximum of 20 employees. Water is supplied by rainwater collection.

STAFF REVIEW/COMMENTS

Development Services Department Director: Recommend approval.
--

ROAD DIRECTOR: NA

STAFF RECOMMENDATIONS: Recommend approval. No variances to the Hays County OSSF Rules were required/granted.

SITE PROFILE

Page 1
10/5/2011

OSSF Permit #: 2011-441

TYPES OF PERMITS: ☒ OSSF permit ☒ Development permit
☒ Flood Plain permit

PROPERTY ADDRESS: 31884 RR 12, DRIPPING SPRINGS TX 78620

NAME OF OWNER: GARY MCGEE

MAILING ADDRESS: 13408 FITZHUGH ROAD AUSTIN TX 78736

Work Phone: (512) 789-6199

Cell: (512) 789-6199

Home Phone: (512) 894-3724

Fax:

☒ Commercial

Septic Type: Office/Warehouse Reason: New 5000 Sq Ft 20 Employees
throoms: 1 Purchased: 9/16/2011 Revision: License Date: Field: 900
Plans: 9/14/2011 Final Inspection: Printed: 0 0 0 0
Authorization: Approved By: Installed:
Other Information: ☒ Rainwater Collection ☐ City limits ☐ Public Sewer ☐ ETJ
☐ Well ☒ Water saving fixtures ☐ Public Water ☐ Recharge zone ☐ Meter / Timer Required

WaterSupply Company:

Record Set:

Lot/Tract: 23-24

Volume:

Block:

Affidavit File Date: 9/15/2011

Page:

Lot size: .99

Survey:

HAYS COUNTY

Precinct/Zone: 4

Grid/Section:

Subdivision: WILDWOOD HILLS

Reference: R47867

Evaluator's Information: Site Evaluator: PERRY, DON Type of soil: 3 Soil Date: 9/6/2011 160 GPD

System Information:

Manufacturer: AQUAKLEAR

Distributor:

Designer: PERRY, DON

Installer: COFFMAN, CHRIS

Treatment Type: Aerobic

Disinfectant: Tablet Chlorine

Flood Plain Permit:

Disposal: Drip Emitters

Drainfield: 0 x 0 x 0 - 0

Flood Plain Status: Class A

	Brand / Model	Serial Number	Date
System:	AquaKlear		
Aerator:			
Discharge:			

Flood Plain Date:

Flood Plain Certificate:

Flood Plain Complete:

Expiration Date:

Service and Maintenance Information: ☒ Routine Maintenance Required ☐ Active Service ☐ Electronic Monitoring

Service Provider:

Date Maintenance Contract Started:

Insp./year: 3

Date Maintenance Contract Expires:

Location of System: GPS Latitude: GPS Longitude: Map Code:

Legal Description:

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: *(Since there is nothing unusual or controversial about this Commercial OSSF permit application, it is recommended that it be placed on the Consent Agenda)*

Action to Authorize Institutional OSSF Permit for an office/warehouse located at 31872 RR 12, Dripping Springs, TX 78620, in Precinct 4.

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

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Clint Garza, Director, Development Services Dept.
--

SPONSORED BY: Commissioner Whisenant, Precinct 4

SUMMARY: BPX Venture A LLC (James Bailey) is proposing an OSSF to serve an office/warehouse. This property is located at 31872 RR 12, Dripping Springs, TX in Precinct 4. The property is .47 acres.

It is an Aerobic Treatment Unit using drip irrigation dispersal designed by Don Perry, R.S. The ATU is preceded by a 500 gallon flow equalization tank. A flow meter will be installed on the line following the flow equalization tank. The On Site Sewage Facility is designed for a maximum wastewater flow of 140 gpd for a maximum of 17 employees. Water is supplied by rainwater collection.

STAFF REVIEW/COMMENTS

Development Services Department Director: Recommend approval.
--

ROAD DIRECTOR: NA

STAFF RECOMMENDATIONS: Recommend approval. No variances to the Hays County OSSF Rules were required/granted.

SITE PROFILE

Page 1
10/5/2011

OSSF Permit #: 2011-440

TYPES OF PERMITS: ☒ OSSF permit ☒ Development permit
☒ Flood Plain permit

PROPERTY ADDRESS: 31872 RR 12, DRIPPING SPRINGS TX 78620

NAME OF OWNER: BPX VENTURE A LLC

MAILING ADDRESS: 13408 FITZHUGH ROAD AUSTIN TX 78736

Work Phone: (512) 789-6199

Cell: (512) 789-6199

1-1-1965 / 09208329

Home Phone: (512) 894-3724

Fax:

☒ Commercial

Septic Type: Office/Warehouse Reason: New 3000 Sq Ft 20 Employees
Purchased: 9/16/2011 Revision: License Date: Field: 900
Plans: 9/14/2011 Final Inspection: Printed: 0 0 0 0
Authorization: Approved By: Installed:
Other Information: ☒ Rainwater Collection ☐ City limits ☐ Public Sewer ☐ ETJ
☐ Well ☒ Water saving fixtures ☐ Public Water ☐ Recharge zone ☐ Meter / Timer Required

WaterSupply Company:

Record Set:

Volume:

Page:

HAYS COUNTY

Lot/Tract: 22

Block:

Lot size:

Precinct/Zone: 4

Affidavit File Date: 9/15/2011

Survey:

Grid/Section:

Subdivision: WILDWOOD HILLS

Reference: R47866

Evaluator's Information: Site Evaluator: PERRY, DON Type of soil: 3 Soil Date: 9/6/2011 0 GPD

System Information:

Manufacturer: AQUAKLEAR

Distributor:

Designer: PERRY, DON

Installer: COFFMAN, CHRIS

Treatment Type: Aerobic

Disinfectant:

Flood Plain Permit:

Disposal: Drip Emitters

Drainfield: 0 x 0 x 0 - 0

Flood Plain Status: Class A

	Brand / Model	Serial Number	Date
System:	AquaKlear		
Aerator:			
Discharge:			

Flood Plain Date:

Flood Plain Certificate:

Flood Plain Complete:

Expiration Date:

Service and Maintenance Information:

Routine Maintenance Required

☐ Active Service

☐ Electronic Monitoring

Service Provider:

Date Maintenance Contract Started:

Insp./year: 3

Date Maintenance Contract Expires:

Location of System: GPS Latitude:

GPS Longitude:

Map Code:

Legal Description:

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 a Contract for Engineering Services Supplemental Agreement No. 1 to the Professional Services Agreement with Rogers Design Services for Mount Gainor.

TYPE OF ITEM: CONSENT

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Whisenant/Borcherding

SPONSORED BY: Whisenant

SUMMARY: The scope of services is being expanded and will require no additional funding. The proposed scope has been included in back-up.

Exhibit A

SERVICES TO BE PROVIDED BY THE ENGINEER

Scope of Services

Mount Gainor Road From Pursley Road to Gatlin Creek Road And at Gatlin Creek Road Preparation of Construction Plans, and related Professional Services

The Scope of Work to be performed by the ENGINEER under this work authorization will consist of developing construction plans for improvements Mount Gainor Road. Improvements will be constructed by Hays County forces as a maintenance type project except as noted below. All design deliverables will contain sufficient information for construction by County forces, but will not contain the details needed to construct the project under the typical bid-build approach. Segment one is from the existing Onion Creek crossing southwest of the Pursley Road intersection approximately 6000 feet northeast to the point where the current Mount Gainor Road maintenance project begins. Segment two begins approximately 3500 feet northeast of the previous terminus, and continues northeast for approximately 1600 feet. Segment three is on Gatlin Creek Road approximately 500 feet south of its intersection with Mount Gainor Road. All Construction plans will be submitted on 11"X17" paper sheets. This project will be developed utilizing English units of measure. Itemization of scope of the work will be as follows:

Development of Construction Plans and related services:

1. Project Management

This task will include the following activities:

- Coordination with Hays County Court and Hays County Engineer
- Contract Administration
- Coordination with FEMA Floodplain Administrator
- Coordination with Corps of Engineers
- Coordination with Utility companies in ROW as needed and Utility relocation companies as needed. This task will include:
 - a) Coordinate and assist with the relocation of utilities
 - b) Develop exhibits that indicate conflicts between identified existing utilities and proposed construction
 - c) Recommend resolution for each utility conflict
 - d) Meet with Utility company representatives to discuss relocation requirements and take notes as needed

Deliverables: FEMA and Corps Permits and approvals as needed for improvements in the Onion Creek vicinity.

2. Preliminary Design Development

Preliminary designs shall be prepared for the project limits. Transitions to existing roadway are included in the scope. Every effort will be made to minimize ROW acquisition. This task will include the following activities:

- Developing geometric design
- Establishing proposed ROW requirements
- Meet with Hays County
- Meet with affected landowners
- Prepare for/ attend a public meeting

Deliverables: Exhibits as needed for the meeting.

3. Construction Plan Development

Final roadway design and construction plan sheet development shall be prepared for the project limits. Transitions to existing roadway are included in the scope. Segments one and two will be subdivided into work areas that are of a manageable size for County forces. Limits of these work areas will be agreed upon prior to plan sheet development. Revisions to the plan sets will be limited to the 90% design phase. Any revisions initiated by the County after the 100% plan set is complete are not covered under this scope of services. This design tasks will include the following activities:

A. Roadway Design

- Title Sheet
- Plan / Profile sheets
- Typical Sections
- Horizontal Alignments
- Earthwork Cross Sections
- Quantities including cut, fill, flexible base, and drainage improvements. No additional quantities, specifications, or notes will be included

B. Drainage Design

- Drainage design as needed for the two Onion Creek Crossings may be prepared in a manner that the box culvert components of the project may be constructed with County forces. These sheets may also be developed to be constructed under the typical bid/build approach. This decision will be left to the County.

- All other culvert locations are to be constructed with County forces, the plan sheet details will be reduced to reflect that approach to construction.
- Prepare drainage area maps and calculate discharges
- Analyze roadway profile and determine culvert locations
- Determine need for drainage improvements in existing ditches
- Develop Hydraulic models for culverts
- Develop culvert designs that balance design frequency requirements vs. uniformity of roadway characteristics
- Determine drainage easement requirements (if needed)
- Develop culvert layouts

C. Hydraulic Design

- Prepare hydraulic models for two onion creek crossings
- Convey model info to FEMA for review/comment/approval
- Respond to comments
- Convey model info to USACE for review/comment/approval
- Respond to comments

D. Erosion Control Plan

- Temporary Erosion Control Plan
- Permanent Erosion Control Plan

E. Signing, Markings, and Signals

- Signing, striping, and delineation sheets

F. Traffic Control Plan

- Traffic Control Plan sheets

Deliverables:

1. *Construction Plans for review at 90% submission*
 - *90% plans will contain the following:*
 - *Title Sheet*
 - *Typical Section sheets*
 - *Horizontal Alignment data*
 - *All Roadway plan / profile sheets developed*
 - *Preliminary Cross Sections*
 - *All drainage sheets developed*
 - *TCP sheets*
 - *Striping layouts*
 - *Standards (if needed)*
 - *Preliminary Quantities*
 - *100% submittal will include:*
 - *Full set of plan sheets (all corrections from 90% review addressed)*
 - *Any revised Quantities*
 - *Final Cross Sections and Earthwork Calculations*

4. ROW Acquisition Services

This task will include the following activities:

- Communication with landowners
- Coordination with appraisers
- Coordination with legal subcontractor
- Coordination with title/closing agents

Deliverables: ROW acquisition documents including parcel maps and descriptions, agreements, and title policies as needed for procurement

5. Bid Phase Services

No bid phase services are expected under this project

6. Construction Phase Services

Engineer will assist Hays County Engineering department with project construction issues. This task will include the following activities:

- Site visits
- Assemble as-built plans

Deliverables:

1. *Final as-built plans*

Surveying services, environmental services, and some ROW acquisition services will be provided by subcontractors. Subcontractor proposals are attached to this scope of services for reference.

Services not included

- SUE services
- Design work for the relocation of utilities
- Traffic Studies that develop traffic projections
- Permitting fees or any fees or services associated with Edwards Aquifer Recharge Zone CZP or other plan development
- Relocation, reconstruction, demolition, or replacement of structures, fences, etc. associated with ROW acquisition services

Attachments:

1. SAM, Inc. surveying proposal
2. Whitenton Group, Inc. environmental services proposal

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 1
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 Rogers Design Services, (*the "Engineer"*).

WHEREAS, the *County* and the *Engineer* executed a Professional Services Agreement on September 7, 2010;

WHEREAS, the scope of services has been revised to include additional services and remove services; and;

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

WHEREAS, it has become necessary to amend the Professional Services Agreement.

AGREEMENT

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

- I. Attachment A will be revised as indicated on the following attachment A.
- 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 Pct. 4 Commissioner

Title: _____

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

List of Exhibits:
Attachment A

ATTACHMENT A

Additional services not previously covered under this Agreement include the following services:

A. Roadway Design

- Develop revised horizontal alignments
- Develop revised summaries and earthwork quantities
- Develop revised plan /profile sheet
- Develop revised driveway details (included on P/P sheets)
- Develop revised temporary erosion control layout sheets
- Develop revised permanent erosion control layout sheets
- Develop revised cross sections
- Develop revised cut / fill staking sheets

B. Drainage Design

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

C. Surveying Services

- Staking for additional fence locations and re-staking as needed to accommodate re-designed improvements.

Services previously included in Agreement that are no longer required:

A. PS&E Development

- Complexity of plan sheets will be reduced to reflect construction by County forces
- Plan sheets will not include specification information
- SW3P sheet will not be developed
- General Notes will not be developed

B. Bid Phase Services – Bid phase services are no longer included in this Agreement

C. Construction Phase Services – Services will now be provided directly to County construction forces.

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 (3-way stop) at the intersection of Goforth Road and Bebee Road.

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

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ingalsbe/Borcherding

SPONSORED BY: Ingalsbe

SUMMARY: This intersection is very dangerous and needs to be designated as a 3-way stop. Many concerned residents have called regarding accidents at this intersection and the safety of the public.

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to release the maintenance bond and accept for maintenance all road and drainage improvements within County ROW in Mount Olive Ranch subdivision.

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

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Will Conley

SUMMARY:

The Transportation Department has inspected and recommends its acceptance for maintenance. The road segments include: Red Sky Road (3,456 ft.).

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:



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

10/11/11

Honorable Bert Cobb, M.D.
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Mount Olive Ranch Subdivision

Dear Commissioners and Judge:

Russell Hinds, Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Mount Olive Ranch Subdivision. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Matthew B. McCormick, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the maintenance bond be released and that the roads be accepted into County maintenance.

Respectfully,

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

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

July 31, 2008

Jerry Borcharding, P.E.
Hays County Engineer
2171 Yarrington Road
San Marcos, Texas 78666

Re: Mount Olive Ranch Subdivision – Hays County, Texas
Engineer's Certification Letter

Dear Mr. Borcharding,

This letter is to certify that the civil related improvements associated with this project are substantially complete and have been installed in general accordance with the Construction Plans and Specifications, as approved by the Hays County. Due to current drought conditions the contractor is unable to establish the revegetation of disturbed areas, as restrictions on water use presently exist. I have previously provided an 'Engineer's Estimate' of the costs associated with establishing vegetation on this project. It is my understanding that considerations for this estimate, with regards to the construction and maintenance bonds have been made between Juniper Hills I, L.P. and the County. Furthermore, it is my recommendation that all temporary erosion control measures remain in place and continue to be maintained by the contractor until vegetation is established and all disturbed areas are stabilized.

If you have any questions or need additional information please contact our office.

Sincerely,
Matkin-Hoover Engineering



Matt McCormick, P.E.
Project Manager



cc: Todd Spencer – Hays County
Betty Lambright – Hays County
Russell Hinds – Juniper Hills I, L.P.
Chad Springs

**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906

512/393-7385 EXT 29

San Marcos, TX 78667

CELL: 512/738-2555

<http://co.hays.tx.us>

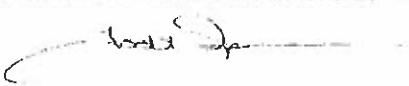
FAX: 512/393-7391

INSPECTION REPORT

LOCATION:	Mount Olive Ranch	DATE:	10/5/2011
OWNER:	Russell Hinds	WEATHER:	
CONTRACTOR:	CAS Construction	TIME:	
INSPECTOR:	Todd Spencer		

SITE OBSERVATIONS:**PUNCHLIST FOR ACCEPTANCE OF MAINTENANCE**

1. Repair damaged asphalt



Todd Spencer, Construction Inspector10/5/2011

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 allow a platting exception pursuant to Section 232.010 of the Texas Local Government Code for owner(s) of portions of Lot 21, Los Ranchos Subdivision.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Clint Garza

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

SUMMARY:

Lot 21 Los Ranchos Subdivision was divided illegally in 1979. In 2001 the buyer of a portion of the lot (aka 21B) was unaware of any platting requirements and proceeded to apply for an OSSF permit with the Hays County Environmental Health Department. In 2001 the owner was granted an OSSF permit and was instructed, by Hays County staff, to apply for a 10 year platting variance. The platting variance and the Commissioners Court resolution which created the variance procedure are attached as back up.

In Summer of 2011 Commissioners Court heard a revised plat for all of Lots 19 and 20 in Los Ranchos subdivision, which was clean up from illegally divided portions of those two lots. At that time, the owners of Lot 21 were informed that they owned only portions of platted lots and were not in compliance with section 232.009 of the Texas Local Government Code. At that time, staff was provided documentation of the administrative variance issued by the department in 2001. The owners were informed that current staff opinion does not support the basis under which the administrative variance was granted. In short, the 1997 resolution does not state a previously platted lot can be administratively approved nor is that consistent with the Local Government Code.

Neither of the property owners are actually pursuing a development authorization at this time, however they would like this to be cleared up for future dealings on their property.

PLATTING VARIANCE

Doc
01030858 Bk OPR Vol 1919 Pg 538STATE OF TEXAS
COUNTY OF HAYS

On July 1, 1997 the Hays County Commissioners' Court adopted a policy authorizing the Director of Environmental Health to issue an administrative variance to platting procedures, provided that the division of land took place at least 10 years before the request for variance, and all resulting tracts meet the subdivision and on-site sewage facility requirements in place at the time of the division. This policy was adopted under Resolution #16222 and is recorded in Volume Q on Page 539 of the Hays County Commissioners' Court Records.

To certify which witness my hand and seal of office in San Marcos, Texas on this the 14 day of December, 2001.



Lee Carlisle
County Clerk
Hays County, Texas

By Winda C. Zitsche
Deputy

A request for variance was submitted by the following named applicant for the property division listed below:

Applicant: Patricia Miller

Address: 3410 Galesburg Dr.
Austin, TX 78745

Property description:

Lot 21B, Los Ranchos subdivision, being 4.919 acres out of the original tract of land known as Lot 21.

An Administrative Variance to Platting Procedures for the above described property was granted on this the 4th day of December 2001.

Allen G. Walther
Allen G. Walther, Director
Hays County Environmental Health

A survey plat along with metes & bounds description is attached hereto.
The property conveyance is recorded in Volume 1908 Page 95
of the Official Public Records of Hays County, Texas.

Doc Bk Vn Pg
01030858 DPR 1919 539LOT 20
(10.343 ACRES)

SCALE: 1" = 100'

GRANDE STREET

N 41°38'00" E - 317.50'

4.919 ACRES

N 48°22'00" W - 400.00'

S 41°38'00" W - 317.50'

LOT 22
(10.699 ACRES)REMAINING PORTION OF
LOT 21 (5.777 ACRES)L - 35.30'
R - 25.00'

N 48°22'00" W - 317.00'

NOTES:
ORIGINAL SURVEY TO STATE OF TEXAS, BY VOL.
102, PG. 77.SUBSEQUENT TO FURNISHING SURVEY, CO. OF, INC. BY
VOL. 102, PG. 77.

F. M. HWY. NO. 150

PROPERTY SURVEY OF:

BEING A 4.919 ACRE TRACT OF LAND OUT OF THE JESUSA
PEREZ LEAGUE, ABSTRACT NO. 363, BEING PART OF LOT 21,
LOS RANCHOS, HAY COUNTY, TEXAS

O.P. NO. 20110114

SEC. 2 VOL. 2 PG. 2 VOL. 112 PG. 54

PROFESSIONAL
LAND SURVEYORS2897 THOUSAND OAKS DRIVE
SAN ANTONIO, TEXAS 78202
(210) 545-5885STATE OF TEXAS
COUNTY OF BEXARI HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND
CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE
GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO
VISIBLE EASEMENTS OR ENCROACHMENTS OF BUILDINGS ON
ADJACENT PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY
LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

THIS 14 DAY OF NOV 2001 A.D.

REGISTERED PROFESSIONAL LAND SURVEYOR

FLOOD INSURANCE STATEMENT

THIS PROPERTY IS NOT SITUATED
WITHIN A SPECIAL FLOOD HAZARD
AREA AS IDENTIFIED BY FIRM
MAP NO. 20027 0115 B

EFFECTIVE DATE 6/16/93

ZONE X

JOB NO. 01-507

EXHIBIT "A"

Doc Bk Vol Pg
01030858 DPR 1919 540

S & C Surveyors

Joseph H. Cash
Registered Professional Land Surveyor
2897 Thousand Oaks
San Antonio, Texas 78232

Telephone 210-545-5169
Fax 210-545-5020

FIELD NOTES
FOR

A 4.919 Acre Tract of Land situated in Hays County, Texas, and being out of Lot 21, Los Ranchos, a subdivision recorded in Volume 2, Page 8, Plat Records of Hays County, Texas, said 4.919 Acres being further described as follows:

BEGINNING: At a found 3/4" pipe in the Southeast R.O.W. line of Grande Street for the Northernmost corner of this Tract, and the Northernmost corner of said Lot 21;

THENCE: Leaving the Southeast R.O.W. line of Grande Street S 48° 22' 00" E a distance of 400.00 feet to a found 3/4" pipe for the Easternmost corner of this Tract;

THENCE: S 41° 38' 00" W a distance of 537.50 feet to a found 1/2" iron rod for the Southernmost corner of this Tract;

THENCE: N 48° 22' 00" W a distance of 400.00 feet to a found 1/2" iron rod in the Southeast R.O.W. line of Grande Street for the Westernmost corner of this Tract;

THENCE: Along the Southeast R.O.W. line of Grande Street N 41° 38' 00" E a distance of 537.50 feet to the POINT OF BEGINNING and containing 4.919 Acres.

Job No. 01-507
November 14, 2001



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Dec 11, 2001 at 11:57A

Document Number: 01030858

Amount 13.00

Lee Carlisle
County Clerk
By
Lynn Curry, Deputy
Hays County

JULY 1, 1997

VOLUME Q PAGE 539

16222 ADOPT POLICY ALLOWING ADMINISTRATIVE VARIANCES TO PLATTING PROCEDURES (T1-159)

Environmental Health Director Allen Walther advised that administrative variance to platting procedures was discussed by the court several weeks ago - this policy would allow environmental health to issue administrative variance to platting - two options were submitted - Option #1 would allow anything divided before 1987 to be handled administratively and those after 1987 would come before the Court - Option #2 provides more flexibility to allow for administrative variances and would be the easiest to explain and administer and would take up less of the Court's time - a survey drawing will be required and must be recorded in the Official Public Records (in place of a plat) - he recommends Option #2. Judge Etheredge voiced his concerns about authority - he would like to also have approval from the respective precinct commissioner. A motion was made by Commissioner Molenaar, seconded by Commissioner Burnett to adopt a policy (Option 2) allowing administrative variances to platting procedures under certain circumstances subject to approval from the respective Precinct Commissioner. All voting "Aye".

The Environmental Health Director may issue an administrative variance to platting procedures, provided that the division of land took place at least 10 years before the request for variance, and all resulting tracts meet the subdivision and on-site sewage facility requirements in place at the time of the division. Before the request will be considered, the applicant must satisfy the following requirements:

- 1) Pay a review fee of \$100 payable to "Hays County Treasurer";
- 2) Provide a written request for variance providing the name, address and telephone number of the applicant, and the reason for the request;
- 3) A survey drawing and metes & bounds description (field notes) must be attached to the deed prior to filing with the County Clerk. If the deed has already been filed, the applicant must provide a survey drawing (no larger than 8 1/2"X14"), a metes & bounds description, pay a recording fee to the County Clerk (\$13 plus \$2 for each additional page of metes & bounds description over the first page), and provide the volume and page number of the deed.

16223 PUBLIC HEARINGS AND ACTION TO DESIGNATE ROAD NAMES TO THREE PRIVATE ROADS (T1-251)

Judge Etheredge declared the public hearings open to consider road name designations for three private roads: ① Hog Hollow Road in Precinct 4, ② Wild Horse Trail in Precinct 4, and ③ Raynaldo Way in Precinct 1. Allen Walther, Environmental Health Director, advised that the residents of the private road to be named "Wild Horse Trail" have since requested that the name be changed to "Stoney Brook Lane" - this name was a consensus of all residents of the road. Commissioner Molenaar spoke of not knowing where this road is located. No public input was received and the public hearing was closed. No action will be taken regarding "Wild Horse Trail vs. Stoney Brook Lane". A motion was made by Commissioner Molenaar, seconded by Commissioner Ingalsbe to approve road name designation of "Hog Hollow Road" in Precinct #4 and "Raynaldo Way" in Precinct #1 (private roads). All voting "Aye".

16224 APPROVE CHANGE ORDERS ON COURTHOUSE RENOVATION PROJECT (T1-300)

Gary Hall (Project Control) spoke of requests for change orders on ① additional french drain (NTE \$12,889.68), ② Commissioner Pct. 1 office (reduced to \$3,075), and ③ fiberglass roof railing (reduced to \$97,945). A discussion was had regarding roof railing and the amount of contingencies on this project - went in with \$229,126 in construction contingencies - today we have approved changes = \$ 38,591 (17% of contingency) - these 3 proposal requests constitute a total of \$113,909 - we also now have proposal requests outstanding numbering 1-18 and some must be done (additional framing of small dome, repair of rafters of small dome, dome lantern framing, etc.) - spoke of additional work that has been encountered: demolition of second sidewalk underneath the one being demolished, additional concrete gutter, additional limestone blocks (apprx. \$35,000), change structural anchors, replacing all of sash ports (weight operated windows with rope to be replaced with chains), all copper guttering system recommended, and additional structure repairs on small domes - a total of \$82,000 for change orders #11-18 (60% of contingencies with 30% of project complete). Gary Hall recommended approving today the change orders for additional french drain and Pct. 1 office (not the fiberglass roof railing). Lila Ethridge (Hays County Historical Commission) spoke of this being a rehabilitation of the courthouse and she feels that leaving out the roof railing would be all right - she does not feel like fiberglass would last long-term. A motion was made by Commissioner Barton, seconded by Commissioner Molenaar to approve Change Order for Precinct 1 office = \$3,075 and Change Order for additional french drain not to exceed \$4,889.68. All voting "Aye".

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 to authorize the County Judge to execute Subaward Agreement with Texas State University for grant funds for the County's participation in the Advance Law Enforcement Rapid Response Training (ALERT) program in the amount of \$38,000.00 and amend the budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Cutler/Hauff

SPONSORED BY: Ingalsbe

On June 28, 2011 the Commissioners' Court executed two Subaward Agreements with Texas State University for the ALERT program. This Subaward Agreement is the third and final agreement to fund the salary of an officer (Sergeant-Director of Training) in the Sheriff's Office involved in training and support of the ALERT program. Attached is the Subaward Agreement in the amount of \$38,000.00

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to execute a Subaward Agreement with Texas State University for grant funds for the County's participation in the Advance Law Enforcement Rapid Response Training (ALERRT) program in the amount of \$38,000.00.

PREFERRED MEETING DATE REQUESTED: October 18, 2011

COUNTY AUDITOR

AMOUNT: \$ 38,000

LINE ITEM NUMBER: 001-618-99-003.4301

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: This grant is already budgeted so no budget amendment is required.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Research Subaward Agreement

Institution/Organization ("Prime Recipient")

Name: Texas State University-San Marcos

Prime Award No.: W912L1-07-2-3061

Awarding Agency:

The Adjutant General for Texas

Institution/Organization ("Subrecipient")

Name: Hays County, Texas

Subaward No.: 8000001475.1

CFDA #:

Amount Funded This Action:

\$38,000.00

Est. Total (if incrementally funded)

Subaward Period of Performance:

Budget Period: From: To:

October 1, 2011

September 30, 2012

Estimated Project Period (if incrementally funded):

From:

To:

Project Title:

ALERRT - Training for the Texas Army National Guard

Reporting Requirements (Check here if applicable): ☒ See Attachment 4)☐ FFATA (Attachment 3B)☐ ARRA Funds (Attachment 4A)

Terms & Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): ☐ As specified in Subrecipient's proposal dated _____; or ☒ as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Administrative Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74 Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>.

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient

Date

Date

Bert Cobb, M.D.
Hays County Judge

Attachment 1

Research Subaward Agreement Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

<p style="text-align: center;">Attachment 2 Terms and Conditions of the Prime Award and Other Special Terms and Conditions</p>
--

This Agreement is made as a result of the Adjutant General of Texas Contract No. W912L1-07-2-3061, "Advanced Law Enforcement Rapid Response Training (ALERR1)", that was awarded to University. This project is subject to and conditioned upon acceptance of the Texas Government Code, Chapter 791. Subrecipient agrees to abide by these provisions, including the appropriate administrative and cost guidelines. Where approval is required from the Adjutant General of Texas, such approval shall be sought from University.

Terms and Conditions

1. The restrictions on the expenditure of federal funds in appropriations acts are applicable to this subaward to the extent those restrictions are pertinent.
2. The Subrecipient agrees to comply with the Uniform Grant Management Standards (UGMS) which can be found at <http://www.governor.state.tx.us>.
3. The Subrecipient agrees to comply with the requirements of 28 CFR Part 46 regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate.
4. The Subrecipient agrees to comply with all confidentiality requirements of 42 USC Section 3789g and 28 CFR Part 22 that are applicable to the collection, use and revelation of data or information.

Compliance Assurances and Certifications. Subrecipient certifies, by signing this document that the following assurances and certifications that apply to the University's prime grant are met. Such assurances and certifications required by the Subrecipient shall include but are not necessarily limited to:

Civil Rights. Compliance with Title VI of the Civil Rights Act of 1964.

Handicapped Individuals. Compliance with Section 504 of the Rehabilitation Act of 1973 as amended.

Sex Discrimination. Compliance with Section 901 of Title D (of the Education Amendments of 1972 as amended.

Age Discrimination. Compliance with the Age Discrimination Act of 1975 as amended.

Patents, Licenses, and inventions. Compliance with the Standard Patent Rights clauses as specified in 37 CFR, Part 501, FAR 57.227-11, or U.S.C. 203, whichever is appropriate and applicable.

Non-Delinquency on Federal Debt. AWARDEE specifically certifies that neither it nor any person to be paid from funds under this Agreement is delinquent in repaying any Federal debt as defined by OMB Circular A-129.

Drug-Free Workplace. Compliance with the Drug-Free Workplace Act of 1988, 45 CFR Part 76, Subpart F.

Misconduct in Science. Compliance with 42 CFR Part 50, Subpart A, and Final Rule as published at 54 CFR 32446, August 8, 1989.

Conflict of Interest. Compliance with the DOE requirement to maintain a written standard of conduct and comply with 42 CFR Part 50, Subpart F.

Attachment 3A
Research Subaward Agreement

Subaward Number:

8000001475.1

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name: Texas State University-San Marcos

Address: 601 University Drive

City: San Marcos

State: TX

ZipCode: 78666

Administrative Contact

Name: Don Montague

Address: Texas State University-San Marcos

Department of Criminal Justice / ALERRT

601 University Drive

City: San Marcos

State: TX

ZipCode: 78666

Telephone: 512-245-1552

Fax: 512-245-9717

Email: wm17@txstate.edu

Principal Investigator

Name: Don Montague

Address: Texas State University-San Marcos

Department of Criminal Justice / ALERRT

601 University Drive

City: San Marcos

State: TX

ZipCode: 78666

Telephone: 512-245-1552

Fax: 512-245-9717

Email: wm17@txstate.edu

Financial Contact

Name: Michele Castro

Address: Texas State University-San Marcos

601 University Drive

JCK 420

City: San Marcos

State: TX

ZipCode: 78666

Telephone: 512-245-2102

Fax: 512-245-1822

Email: mc72@txstate.edu

Authorized Official

Name: W. Scott Erwin, Sr.

Address: Texas State University-San Marcos

601 University Drive

JCK 420

City: San Marcos

State: TX

ZipCode: 78666

Telephone: 512-245-2102

Fax: 512-245-1822

Email: grants@txstate.edu

FDP version 20101115

Attachment 3B - Research Subaward Agreement

Subaward Number:

Institution/Organization ("Subrecipient")

Subrecipient Contacts

8000001475.1

Name: Hays County, Texas

Address: 1307 Uhland Road

City: San Marcos

State: TX

ZipCode + 4: 78666-5534

EIN No.: 74-600241

Institution Type: County Government

Did the subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? Yes ☒ No ☐

If no, FFATA reporting of this subaward is not required.

Is the Performance Site the Same Address as Above? ☒ Yes ☐ NoCurrently registered in CCR? ☒ Yes ☐ NoIf no, is the Performance Site the same as PI address below? ☐ Yes ☐ No

If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A).

DUNS No.:

09-749-4884

Parent DUNS No.:

Is Subrecipient exempt from reporting compensation? ☒ Yes ☐ No

Congressional District:

TX-025

Congressional District:

If no, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Administrative Contact

Name: Gary Cutler, Sheriff

Address: 1307 Uhland Road

City: San Marcos

State: TX

ZipCode: 78666

Telephone: 512-393-7800

Fax: 512-393-7395

Email: sheriff@co.hays.tx.us

Principal Investigator

Name: Don Montague

Address: Executive Director, ALERRT

601 University Drive

City: San Marcos

State: TX

ZipCode: 78666-4684

Telephone: 512-245-1552

Fax: 512-245-9717

Email: wm17@txstate.edu

Financial Contact

Name: Jessica Carey

Address: 111 E San Antonio Street

City: San Marcos

State: TX

ZipCode: 78666

Telephone: 512-393-2261

Fax: 512-393-2248

Email: jessica.carey@co.hays.tx.us

Authorized Official

Name: Bert Cobb, M.D.

Address: Hays County Judge

111 E. San Antonio Street

City: San Marcos

State: TX

ZipCode: 78666

Telephone: 512-393-2205

Fax: 512-393-2248

Email: bert.cobb@co.hays.tx.us

FDP version 20101115

<p style="text-align: center;">Attachment 4 Reporting Requirements</p>
--

Reports shall be submitted to administrative contact in Attachment 3 at such time and in such format as described below.

The reports shall be required monthly in invoice format.

<p style="text-align: center;">Attachment 5 Statement of Work and Budget</p>
--

Scope of Work

Sergeant Burns will provide training and support for the ALERRT program as Operations Director.

Budget Amount:

Salary/Benefits for Sergeant David Burns	\$38,000.00
Total Budget	\$38,000.00

**Attachment 6
Prime Agreement
The Adjutant General for Texas**

**Interagency Cooperation Agreement
Modification # 7
Contract No. 401-7-ALERRT**

**ADD P.O. 401-0-0190 ARMY ALLOCATION FEDERAL FISCAL YEAR 2010 -
\$800,000.00**

This **AGREEMENT** is entered into by and between the State agencies shown below as Contracting Parties, pursuant to the authority granted and under the Texas Government Code, Chapter 771, Interagency Cooperation Act.

I. CONTRACTING PARTIES:

The Receiving Agency:	Adjutant General's Department 2200 W. 35 th Street Austin, Texas 78703
The Performing Agency:	Texas State University – San Marcos ALERRT 601 University Drive San Marcos, TX 78666

II. STATEMENT OF SERVICES TO BE PERFORMED:

The Texas State University-San Marcos ALERRT Center (ALERRT) will perform training as stipulated in the attached statement of work (Attachment A). The execution of this statement of work requires timely coordination between the staffs of both agencies. The Adjutant General's Department (AGD) will be responsible for ensuring adequate training availability as it relates to times and scheduling. Additionally, the AGD will ensure that all units receiving the ALERRT Rapid Response training will have access to acceptable training facilities, if not, that they notify the ALERRT staff immediately. The AGD will also schedule a minimum of 20 and a maximum of 30 soldiers per training class. ALERRT's responsibility is the execution of two hundred and fifteen (215) instructor days for the Rapid Response training classes within a twelve month time period, by providing all necessary cadre, equipment and manuals. Primary Contacts for this contract are as noted in Attachment B.

III. TIME SCHEDULE:

This **AGREEMENT** shall be from June 15, 2007 and extends through September 30, 2012. Upon signature of both the RECEIVING AND PERFORMING AGENCIES, this signed **AGREEMENT** shall serve as Notice to Proceed.

IV. CONSIDERATION:

As reads:

The consideration to be paid for the **AGREEMENT** shall not exceed **FOUR MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,200,000.00)**.

Change to read:

The consideration to be paid for this **AGREEMENT** is FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

THIS MODIFICATION ADDS FUNDING AND A PURCHASE ORDER FOR THE FEDERAL FISCAL YEAR 2010.

THIS MODIFICATION ADDS THE PURCHASE OF A PORTABLE STORAGE BUILDING TO BE RETAINED BY THE RECEIVING AGENCY UPON COMPLETION OR TERMINATION OF THE AGREEMENT.

UPON REIMBURSEMENT TO THE PERFORMING AGENCY THE TITLE SHALL TRANSFER TO THE RECEIVING AGENCY.

THE PERFORMING AGENCY SHALL BE RESPONSIBLE FOR MAINTENANCE AND REPAIRS FOR THE DURATION OF THE AGREEMENT.

V. PAYMENT SCHEDULE:

- A. The **RECEIVING AGENCY** shall pay for services received from the **PERFORMING AGENCY** in a timely manner. All invoices shall be submitted by the **PERFORMING AGENCY** using a standard invoice format to be determined upon mutual agreement, but at a minimum shall include current and cumulative costs, contract number, and certification as to truth and accuracy of the invoice. Questions may be directed to the appropriate financial contact as shown in Attachment B. All costs will be made in accordance with the budget as submitted within the scope of work. These costs will include, but are not limited to salaries, benefits, supplies, meeting space rental, facilities & administrative and travel related costs.
- B. Payments for services performed shall be billed monthly on a cost reimbursable basis.

VI. AUDITS AND OTHER REVIEWS

- A. All documents shall be retained by the Performing Agency in accordance with the official records retention policy of the University as filed with the State of Texas. These records shall be available for review by the Receiving Agency or their designatee upon appropriate notice to the Performing Agency.

THE UNDERSIGNED CONTRACTING PARTIES do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

THE RECEIVING AGENCY further certifies that it has the authority to contract for the above services by authority granted in Texas Government Code #771.

THE PERFORMING AGENCY further certifies that it has the authority to provide the contracted services by authority granted in Texas Government Code #771.

Q/ **PERFORMING AGENCY**
TEXAS STATE UNIVERSITY-SAN MARCOS

BY William Erwin
W. Scott Erwin, Sr. Mr. William Nance
Sponsored Programs Vice President,
Finance & Support Services

DATE: 9/12/11

ALERT

BY Don Montague

DATE: 9-15-11

RECEIVING AGENCY
ADJUTANT GENERAL'S DEPARTMENT

BY A. Duane Waddill
A. Duane Waddill
Executive Director

DATE: 9/11/2011

**Statement of Work
Texas Army National Guard**

2010

**Advanced Law Enforcement Rapid
Response Training
Department of Criminal Justice
Texas State University-San Marcos
601 University Drive
San Marcos, Texas 78666**

Principal Investigator
Don Montague
Executive Director, ALERRT
512.245.1552
montague@alerrt.com

Office of the Associate Vice President for Research
Billy C. Covington, Ph.D
512.245.2314
bcl8@txstate.edu

STATEMENT OF WORK FOR TXARNG

Program Abstract

Texas State University – San Marcos has been awarded \$800,000 through the Department of Defense/ Texas Army National Guard Grant for FY 2010.

The funding will allow the Advanced Law Enforcement Rapid Response Training (ALERRT) Program at Texas State University – San Marcos and its cadre of DOD Adjunct Instructors to train the Texas Military Forces in applicable skills sets encompassing survivability skills and techniques for CONUS and OCONUS operations.

ALERRT proposes a statewide Rapid Response Training Program that infuses the current Battle Assembly Program used with the Texas Army National Guard. The ALERRT eight course menu offers a wide variety of tactical classes that prepares the Texas Army National Guard Soldiers and Airmen for combat oriented drills and survivability skills. These classes encompass Combat Rifle, Advanced Rifle Marksmanship at Intermediate Ranges (ARM/IR), Combat Pistol, Tactical Operations in Urban Terrain (TOUT), Manual and Ballistic Breaching, the Basic Active Shooter Course, Personal Security Detail (PSD), and the Rural Operations Course. These eight courses are taught with the Warrior Skills Level 1 manual constantly in mind and cross-walked. Brigade, Battalion and Company Commanders have a venue of options before them as it relates to their units particular missions and current skill sets. This year's training is tailored to their needs. ALERRT will fully support all selected classes statewide with certified instructors, course materials, durable equipment and necessary expendables.

The end state of the ALERRT DOD Program is to instruct Texas Military Forces in combat based scenarios with concentration on survivability skills/techniques within any given Multiple Unit Training Assembly (UTA). Additionally, the instruction will enhance each service/team members' skill level, while further developing weapons handling and marksmanship, team movements, situational awareness and breaching techniques from the raid platform onto the desired target to mission complete.

ALERRT has Mobile Training Team (MTT) capability which allows for the training to occur at home station or any designated training site as determined by the requesting unit.

Eric Sadler will operate as the Texas Army National Guard/Texas Military Forces liaison, responsible for the scheduling, planning, and coordinating ALERRT training events.

Description of Training

The concept of training will be based on a tactical application of Marksmanship (Tactical Pistol and Tactical Rifle), Manual and Ballistic Breaching, Tactical Operations in Urban Terrain (TOUT), Manual and Ballistic Breaching, the Basic Active Shooter Course, Personal Security Detail (PSD), and the Rural Operations Course curriculum. These courses of instruction will incorporate many Tactics, Techniques and Procedures that will culminate into force-on-force application and reinforcement.

The ALERRT Basic Active Shooter Course is a 16-hour training course that includes the following: Mobile Training Course

Historical Overview of Rapid Response – This is a brief historical overview of events leading to this training for military service members. As military units transition from the conventional battlefield of the “Cold War” era to the “Global War on Terrorism’s” asymmetric warfare tactics this training will be vital.

Operational and Situational Awareness – Service members will develop an understanding of Rapid Response Tactics and when they should be used to save innocent life in OCONUS missions such as Iraq, Afghanistan, Columbia, etc.

Terrorism and the Active Shooter Threat – Service members will gain an awareness of the terrorist threats that face the United States homeland and its citizens.

Firearms Manipulation and Other Individual Close Quarter Combat Skills – Service members receive supervised hands-on training in the discipline of safe firearms manipulation as a member of a team working in close quarters with other first responders and

multiple victims. Participants are coached in the skill of “Shooting while Moving” as well as other techniques such as “Slicing the Pie” and firearms positions such as “Sul” and “Combat Ready”.

Tactical Team Movements – Team movements are based upon “concepts and principles” and not unrealistically rigid tactics. Concepts and principles include maintaining 540° coverage around the team, communication among team members and command, threshold evaluation, working the angles of a linear danger area, speed of movement, and team continuity.

Low Light/No Light Tactics – Low-light search techniques are introduced in this segment of the course, to increase the probability of prevailing in low-light conditions. Training includes identifying and defining typical lighting conditions, understanding the dynamics and mindset of lethal force engagements in low-light conditions, tactical lighting principles and using the flashlight as a force option.

Rescue Team Tactics – The primary responsibility of service members assigned to the rescue team is the recovery of injured or trapped victims from inside the threat area prior to total security being achieved within the structure. The Rescue Team is taught to use Contact Team principles as they evacuate victims or establish a casualty collection point inside the structure where simple first aid techniques can be applied to save lives.

Encountering IED’s during Rapid Response– Civilian law enforcement officers, unlike most service members, are limited in their knowledge and experience in dealing with explosive devices. On a normal call, the officer would back out, evacuate, and call for a regional Explosive Ordnance Disposal Unit to come in and render any explosive devices “safe”. Service members deployed OCONUS typically follow a similar protocol. The dynamics of a Rapid Response against terrorists inside the United States require that first responders take a fresh look at the tactics necessary to dominate and neutralize such threats.

Approaching the Crisis Site – Participants are instructed in the use of traditional military formations to cross large open areas and the use of cover and rapid movement to approach the crisis site. Sectorization is explained as a method of communicating to other first

responder's critical information about the crisis site such as approach routes, escape routes, suspect locations, etc. This would be valid for military escort missions.

Manual and Ballistic Breaching Overview – During this module of instruction, instructors will discuss and demonstrate both manual and ballistic “exigent breaching techniques” used to gain access into the crisis site rapidly and efficiently. Thus allowing the team to enter into and penetrate the objective to neutralize any and all threats to innocent victims.

Force-on-Force Reality Based Training Exercises – During this module, the service members will demonstrate their ability to use the skills discussed in previous modules of instruction, under the stress of a “Rapid Response”. “Stress Inoculation” is used to demonstrate the effects of stress on the human body during the response. It is an effective way to introduce the participant to the “experience” of using the tactics covered during the course to effectively respond and save lives.

Video Debrief of Exercise – The ALERRT Program uses video to give the service member a “third person” perspective of their actions during the exercises. The video can be used as a valuable training aid by the instructors in critiquing the good, bad, and ugly of each team's response to a specific stimulus.

Course Critique – The course critique is used to update and validate the training delivered to first responders in regards to Rapid Response.

In addition to the two day operator class the following classes are also offered:

ALERRT Manual and Ballistic Breaching Course is a 16 hour (2-day) training course that includes the following:

Safety

Situations Requiring a Breach

Methods

Tool Selection

Exigent Methods/ Tools

Inward and Outward Opening Door practical Application
Window Breaching Exercise
Ballistic Breaching Methods, Sequence, Practical's
Team Formations and Application of a dedicated "Breacher"

ALERRT Combat Rifle is a course that includes the following:

Safety Concerns
Weapons Familiarization
Fundamentals of Marksmanship
Accuracy Drills
Malfunction Drills
Reload- Combat Reload, Speed Reload
Situational/Positional Shooting
Team Movement
Target Discrimination
Weapon Transition Drills

ALERRT Combat Pistol is a course that includes the following:

Safety Concerns
Weapons Familiarization
Fundamentals of Marksmanship
Deployment of Pistol from the Holster
Accuracy Drills
Malfunction Drills
Reload- Combat Reload, Speed Reload
Situational/Positional Shooting
Team Movement
Target Discrimination
Weapon Transition Drills

ALERRT Advanced Rifle Marksmanship at Intermediate Ranges (ARM/IR) is a course that includes the following:

- Safety Concerns**
- Weapons Familiarization**
- Fundamentals of Marksmanship**
- Accuracy Drills**
- Malfunction Drills**
- Reload- Combat Reload, Speed Reload**
- Situational/Positional Shooting**
- Target Discrimination**
- Range Estimation**
- Engagement of Targets out to 500m**
- Utilization/Understanding of ACOG and other Military Optics**

ALERRT Tactical Operations in Urban Terrain is a course that includes the following:

- Safety Concerns/Priority of Life**
- Combat Mindset**
- CQC Ideology/Methodology**
- Room-Entry Sequence/ Threat Scanning Sequence**
- 2-Man Room Entries**
- 3-Man to 5-Man Room Entries**
- Hallway Drills**
- Closing Down a Room**
- Integrated Assaults**
- Link-Up Procedures**
- Multi-Team Integrated Assaults**

ALERRT Personal Security Detail is a 96 hour (12 day) course that includes the following:

- Safety Concerns**
- Priority of Life**
- Weapons Familiarization (abbreviated Combat Rifle and Combat Pistol Course)**
- Tactical Operations in Urban Terrain**

- Concentric Rings of Security**
- Defensive Driving Tactics**
- Vehicle Convoy/Motorcade Operations**
- Dismount Procedures**
- Immediate Action Drills (Vehicular and Dismounted)**
- Mission Planning/Execution**
- Movement in Regards to Helicopter Operations**

ALERRT Rural Operations is a 36 hour (4 day) course that includes the following:

- Safety Concerns**
- Use of Force/Rules of Engagement Considerations**
- Vehicle Ambush Countermeasures**
- Use of Cover within/around a Vehicle**
- Medical (Hemorrhage Control)**
- Downed Soldier Rescue (Vehicular/Dismounted)**
- Priority of Life**
- Active Shooter vs. Barricade/Hostage Situation**
- Dismount Movement Techniques**
- Team Movement Techniques**
- Immediate Action Drills/Actions on Contact**
- Hasty Vehicle Assault**
- Integration of TXARNG and Texas Law Enforcement Officers**

Transition Training for Soldiers Deploying to the Border of Texas and Mexico
MTT

Training Costs

Personnel ----- \$ 326,928

Supplies ----- \$ 85,021

1. **Vehicle Maintenance and Fuel- \$5,000**
2. **Training Supplies- \$15,021**
(Target stands, SIM helmets, kit supplies, etc.)
3. **Expendables- \$25,000**
(Marking cartridge ammunition, pyrotechnic simulators, targets, etc.)
4. **Barracks Outfit- \$23,000**
 - a. Computers, audio visual (drop down projection screen, audio/video cables, etc.) for classroom-\$5,000
 - b. Desks, chairs, bunks, tables, etc- \$18,000
5. **Target Rail Systems for Shoothouse - \$17,000**

Equipment ----- \$ 30,000

1. **Portable building for storage- \$30,000**
 - a. To include infrastructure, foundation, utilities, etc.

Vehicle Lease-----\$ 15,000

Office Utilities ----- \$ 2,500

Office Lease ----- \$ 13,500

Contracts ----- \$ 200,444

Adjunct Instructor Training Costs – \$130,135

***One instructor @ \$605 per instructor day = 215 total instructor days**

Hays County (Operations Director) - \$38,000

City of San Marcos (Training Director) - \$32,309

Total Direct Costs-----\$ 673,393

Total Administrative Costs-----\$ 126,607

Total Grant Request-----\$ 800,000

PERFORMING AGENCY Contacts	RECEIVING AGENCY Contacts
Administrative Contact Name: W. Scott Erwin, Sr. Address: Texas State University – San Marcos Sponsored Programs 601 University Drive, JCK 420 San Marcos, TX 78666 Telephone: 512-245-2102 Fax: 512-245-1822 Email: we10@txstate.edu	Administrative Contact Name: Teresa A. Feild Address: P.O. Box 5218 Austin, TX 78763 Telephone: 512-782-5650 Fax: 512-782-5228 Email: teresa.fields@tx.ngb.army.mil
Project Director Name: Don Montague Address: Texas State University – San Marcos ALERRT 601 University Drive San Marcos, TX 78666 Telephone: 512-245-1446 Fax: 512-245-9717 Email: wm17@txstate.edu	Project Director Name: LTC Douglas K. O'Connell Address: P.O. Box 5218 Austin, TX 78763 Telephone: 512-782-5081 Email: douglas.oconnell@us.army.mil
Financial Contact Name: W. Scott Erwin, Sr. Address: Texas State University – San Marcos Sponsored Programs 601 University Drive, JCK 420 San Marcos, TX 78666 Telephone: 512-245-2102 Fax: 512-245-1822 Email: we10@txstate.edu	Financial Contact Name: Pamela A. Darden Address: P.O. Box 5218 Austin, TX 78763 Telephone: 512-782-5688 Fax: 512-782-5669 Email: pamelaa.darden@us.army.mil
Program Contact Name: Paul Gass Address: Texas State University – San Marcos ALERRT 601 University Drive San Marcos, TX 78666 Telephone: 512-245-1471 Fax: 512-245-9717 Email: pg19@txstate.edu	Activity Manager Name: MAJ Theo Unbehagen Address: P.O. Box 5218 Austin, TX 78763 Telephone: 512-782-5001 x 4952 Email: theo.unbehagen@ng.army.mil

COOPERATIVE AGREEMENT MODIFICATION

Page 1 of 1

Agreement Title and Number: W912L1-07-2-3061

Project Name and Location: ARNG ADVANCE LAW ENFORCEMENT RAPID RESPONSE TRAINING (ALERT)

Modification Number: P10002

ISSUED BY:USPFO for Texas
2200 W 35th Street
Austin, Texas 78703-1222**ISSUED TO:**The Adjutant General for Texas
2200 W 35th Street
Austin, Texas 78703-1222

This modification is issued pursuant to the Authorities, 31 U.S.C. Chapter 63; MCA and Appendices Article VII, Sect 703; MCCA Article XII, Sect 1201 of the basic cooperative agreements.

Mark purpose and obtain signatures as appropriate IAW NGR 5-1, Chapter 3.

- ☐ a. FUNDING
☒ b. TERMS AND CONDITIONS
☐ c. TERMINATION
☐ d. OTHER ADMINISTRATIVE

DESCRIPTION OF MODIFICATION:

Fiscal Year 2010 Statement of Work (SOW) is hereby incorporated into this cooperative agreement, W912L1-07-2-3061. The details for this SOW are included in Attachment No 1 to this modification.


The termination date is extended from 30 September 2009 to 30 September 2011.

All other terms and conditions remain the same.

EXECUTION

Except as provided herein, all terms and conditions of the Cooperative Agreement and/or Appendix remain unchanged in full force and effect.

IN WITNESS WHEREOF, the parties by their authorized representatives execute this Cooperative Agreement Modification.

THE STATE TEXAS:BY: JOSE S. MAYORGA
Major General, TXARNG
Adjutant GeneralDate: 30 Sep 2010Approved as to legal form: Date: 30 Sep 2010**NATIONAL GUARD BUREAU:**BY: JEFFREY L. LEWIS
COL, NGB
USPFO for TexasDate: 30 Sep 2010Approved as to legal form: Date: 30 Sep 2010



ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

September 17, 2010

Ms. Teresa A. Feild, State Purchasing Manager
Adjutant General's Department
2210 West 35th Street
Austin, Texas 78763

Re: Letter of Counsel for ALLERT Cooperative Agreement-Modification No. P-10002; 2010;
W912L1-07-2-3061

Dear Ms. Feild:

This letter addresses the statements required by Article 11 of the MCA mentioned above, to the best of my knowledge, based on my current understanding of the proposed agreement and applicable law.

Subject to the provisions below, the State has the requisite legal authority to enter into the CA without affecting the warranty set forth in Section 1101 of the CA; the Adjutant General's Department is empowered to assume the responsibilities and obligations that the Adjutant General's Department proposes to undertake under the CA; the provisions of the CA intended to secure the interests of the NGB are enforceable according to their terms to the extent so authorized by applicable law; the execution of the CA is duly authorized if it is signed by the Adjutant General or his designee; The Adjutant General has the requisite legal authority to bind and to obligate the State.

The State's obligations under this agreement are contingent upon: adequate appropriation of state funds; adequate authority under state law to create the special account referenced in section 502(b)(3) of the CA. This letter makes no representation regarding the legal sufficiency, significance or advisability of agreeing to the terms as currently proposed. It also is my understanding that you are not requesting such input from me.

Sincerely,

Melissa Juarez

Assistant Attorney General

Environmental Protection & Administrative Law Division

**Statement of Work
Texas Army National Guard**

2010

**Advanced Law Enforcement Rapid
Response Training
Department of Criminal Justice
Texas State University-San Marcos
601 University Drive
San Marcos, Texas 78666**

Principal Investigator
Don Montague
Executive Director, ALERRT
512.245.1552
montague@alerrt.com

Office of the Associate Vice President for Research
Billy C. Covington, Ph.D
512.245.2314
bc18@txstate.edu

STATEMENT OF WORK FOR TXARNG

Program Abstract

Texas State University – San Marcos has been awarded \$800,000 through the Department of Defense/ Texas Army National Guard Grant for FY 2010.

The funding will allow the Advanced Law Enforcement Rapid Response Training (ALERRT) Program at Texas State University – San Marcos and its cadre of DOD Adjunct Instructors to train the Texas Military Forces in applicable skills sets encompassing survivability skills and techniques for CONUS and OCONUS operations.

ALERRT proposes a statewide Rapid Response Training Program that infuses the current Battle Assembly Program used with the Texas Army National Guard. The ALERRT eight course menu offers a wide variety of tactical classes that prepares the Texas Army National Guard Soldiers and Airmen for combat oriented drills and survivability skills. These classes encompass Combat Rifle, Advanced Rifle Marksmanship at Intermediate Ranges (ARM/IR), Combat Pistol, Tactical Operations in Urban Terrain (TOUT), Manual and Ballistic Breaching, the Basic Active Shooter Course, Personal Security Detail (PSD), and the Rural Operations Course. These eight courses are taught with the Warrior Skills Level 1 manual constantly in mind and cross-walked. Brigade, Battalion and Company Commanders have a venue of options before them as it relates to their units particular missions and current skill sets. This year's training is tailored to their needs. ALERRT will fully support all selected classes statewide with certified instructors, course materials, durable equipment and necessary expendables.

The end state of the ALERRT DOD Program is to instruct Texas Military Forces in combat based scenarios with concentration on survivability skills/techniques within any given Multiple Unit Training Assembly (UTA). Additionally, the instruction will enhance each service/team members' skill level, while further developing weapons handling and marksmanship, team movements, situational awareness and breaching techniques from the raid platform onto the desired target to mission complete.

ALERRT has Mobile Training Team (MTT) capability which allows for the training to occur at home station or any designated training site as determined by the requesting unit.

Eric Sadler will operate as the Texas Army National Guard/Texas Military Forces liaison, responsible for the scheduling, planning, and coordinating ALERRT training events.

Description of Training

The concept of training will be based on a tactical application of Marksmanship (Tactical Pistol and Tactical Rifle), Manual and Ballistic Breaching, Tactical Operations in Urban Terrain (TOUT), Manual and Ballistic Breaching, the Basic Active Shooter Course, Personal Security Detail (PSD), and the Rural Operations Course curriculum. These courses of instruction will incorporate many Tactics, Techniques and Procedures that will culminate into force-on-force application and reinforcement.

The ALERRT Basic Active Shooter Course is a 16-hour training course that includes the following: Mobile Training Course

Historical Overview of Rapid Response – This is a brief historical overview of events leading to this training for military service members. As military units transition from the conventional battlefield of the “Cold War” era to the “Global War on Terrorism’s” asymmetric warfare tactics this training will be vital.

Operational and Situational Awareness Service members will develop an understanding of Rapid Response Tactics and when they should be used to save innocent life in OCONUS missions such as Iraq, Afghanistan, Columbia, etc.

Terrorism and the Active Shooter Threat – Service members will gain an awareness of the terrorist threats that face the United States homeland and its citizens.

Firearms Manipulation and Other Individual Close Quarter Combat Skills – Service members receive supervised hands-on training in the discipline of safe firearms manipulation as a member of a team working in close quarters with other first responders and

multiple victims. Participants are coached in the skill of "Shooting while Moving" as well as other techniques such as "Slicing the Pie" and firearms positions such as "Sul" and "Combat Ready".

Tactical Team Movements – Team movements are based upon "concepts and principles" and not unrealistically rigid tactics. Concepts and principles include maintaining 540° coverage around the team, communication among team members and command, threshold evaluation, working the angles of a linear danger area, speed of movement, and team continuity.

Low Light/No Light Tactics – Low-light search techniques are introduced in this segment of the course, to increase the probability of prevailing in low-light conditions. Training includes identifying and defining typical lighting conditions, understanding the dynamics and mindset of lethal force engagements in low-light conditions, tactical lighting principles and using the flashlight as a force option.

Rescue Team Tactics – The primary responsibility of service members assigned to the rescue team is the recovery of injured or trapped victims from inside the threat area prior to total security being achieved within the structure. The Rescue Team is taught to use Contact Team principles as they evacuate victims or establish a casualty collection point inside the structure where simple first aid techniques can be applied to save lives.

Encountering IED's during Rapid Response- Civilian law enforcement officers, unlike most service members, are limited in their knowledge and experience in dealing with explosive devices. On a normal call, the officer would back out, evacuate, and call for a regional Explosive Ordnance Disposal Unit to come in and render any explosive devices "safe". Service members deployed OCONUS typically follow a similar protocol. The dynamics of a Rapid Response against terrorists inside the United States require that first responders take a fresh look at the tactics necessary to dominate and neutralize such threats.

Approaching the Crisis Site – Participants are instructed in the use of traditional military formations to cross large open areas and the use of cover and rapid movement to approach the crisis site. Sectorization is explained as a method of communicating to other first

responder's critical information about the crisis site such as approach routes, escape routes, suspect locations, etc. This would be valid for military escort missions.

Manual and Ballistic Breaching Overview – During this module of instruction, instructors will discuss and demonstrate both manual and ballistic “exigent breaching techniques” used to gain access into the crisis site rapidly and efficiently. Thus allowing the team to enter into and penetrate the objective to neutralize any and all threats to innocent victims.

Force-on-Force Reality Based Training Exercises – During this module, the service members will demonstrate their ability to use the skills discussed in previous modules of instruction, under the stress of a “Rapid Response”. “Stress Inoculation” is used to demonstrate the effects of stress on the human body during the response. It is an effective way to introduce the participant to the “experience” of using the tactics covered during the course to effectively respond and save lives.

Video Debrief of Exercise – The ALERRT Program uses video to give the service member a “third person” perspective of their actions during the exercises. The video can be used as a valuable training aid by the instructors in critiquing the good, bad, and ugly of each team's response to a specific stimulus.

Course Critique – The course critique is used to update and validate the training delivered to first responders in regards to Rapid Response.

In addition to the two day operator class the following classes are also offered:

ALERRT Manual and Ballistic Breaching Course is a 16 hour (2-day) training course that includes the following:

Safety

Situations Requiring a Breach

Methods

Tool Selection

Exigent Methods/ Tools

Inward and Outward Opening Door practical Application
Window Breaching Exercise
Ballistic Breaching Methods, Sequence, Practical's
Team Formations and Application of a dedicated "Breacher"

ALERRT Combat Rifle is a course that includes the following:

Safety Concerns
Weapons Familiarization
Fundamentals of Marksmanship
Accuracy Drills
Malfunction Drills
Reload- Combat Reload, Speed Reload
Situational/Positional Shooting
Team Movement
Target Discrimination
Weapon Transition Drills

ALERRT Combat Pistol is a course that includes the following:

Safety Concerns
Weapons Familiarization
Fundamentals of Marksmanship
Deployment of Pistol from the Holster
Accuracy Drills
Malfunction Drills
Reload- Combat Reload, Speed Reload
Situational/Positional Shooting
Team Movement
Target Discrimination
Weapon Transition Drills

ALERRT Advanced Rifle Marksmanship at Intermediate Ranges (ARM/IR) is a course that includes the following:

- Safety Concerns**
- Weapons Familiarization**
- Fundamentals of Marksmanship**
- Accuracy Drills**
- Malfunction Drills**
- Reload- Combat Reload, Speed Reload**
- Situational/Positional Shooting**
- Target Discrimination**
- Range Estimation**
- Engagement of Targets out to 500m**
- Utilization/Understanding of ACOG and other Military Optics**

ALERRT Tactical Operations in Urban Terrain is a course that includes the following:

- Safety Concerns/Priority of Life**
- Combat Mindset**
- CQC Ideology/Methodology**
- Room-Entry Sequence/ Threat Scanning Sequence**
- 2-Man Room Entries**
- 3-Man to 5-Man Room Entries**
- Hallway Drills**
- Closing Down a Room**
- Integrated Assaults**
- Link-Up Procedures**
- Multi-Team Integrated Assaults**

ALERRT Personal Security Detail is a 96 hour (12 day) course that includes the following:

- Safety Concerns**
- Priority of Life**
- Weapons Familiarization (abbreviated Combat Rifle and Combat Pistol Course)**
- Tactical Operations in Urban Terrain**

- Concentric Rings of Security**
- Defensive Driving Tactics**
- Vehicle Convoy/Motorcade Operations**
- Dismount Procedures**
- Immediate Action Drills (Vehicular and Dismounted)**
- Mission Planning/Execution**
- Movement in Regards to Helicopter Operations**

ALERRT Rural Operations is a 36 hour (4 day) course that includes the following:

- Safety Concerns**
- Use of Force/Rules of Engagement Considerations**
- Vehicle Ambush Countermeasures**
- Use of Cover within/around a Vehicle**
- Medical (Hemorrhage Control)**
- Downed Soldier Rescue (Vehicular/Dismounted)**
- Priority of Life**
- Active Shooter vs. Barricade/Hostage Situation**
- Dismount Movement Techniques**
- Team Movement Techniques**
- Immediate Action Drills/Actions on Contact**
- Hasty Vehicle Assault**
- Integration of TXARNG and Texas Law Enforcement Officers**

Transition Training for Soldiers Deploying to the Border of Texas and Mexico
MTT

Training Costs

Personnel ----- \$ 326,928

Supplies ----- \$ 85,021

- 1. Vehicle Maintenance and Fuel- \$5,000**
- 2. Training Supplies- \$15,021**
(Target stands, SIM helmets, kit supplies, etc.)
- 3. Expendables- \$25,000**
(Marking cartridge ammunition, pyrotechnic simulators, targets, etc.)
- 4. Barracks Outfit- \$23,000**
 - a. Computers, audio visual (drop down projection screen, audio/video cables, etc.) for classroom-\$5,000
 - b. Desks, chairs, bunks, tables, etc- \$18,000
- 5. Target Rail Systems for Shoothouse - \$17,000**

Equipment ----- \$ 30,000

- 1. Portable building for storage- \$30,000**
 - a. To include infrastructure, foundation, utilities, etc.

Vehicle Lease-----\$ 15,000

Office Utilities ----- \$ 2,500

Office Lease ----- \$ 13,500

Contracts ----- \$ 200,444

Adjunct Instructor Training Costs – \$130,135

***One instructor @ \$605 per instructor day = 215 total instructor days**

Hays County (Operations Director) - \$38,000

City of San Marcos (Training Director) - \$32,309

Total Direct Costs-----\$ 673,393

Total Administrative Costs-----\$ 126,607

Total Grant Request-----\$ 800,000

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute an Interlocal Agreement between the City of Dripping Springs and Hays County for the hiring of a consultant to assist in the nomination of Downtown Dripping Springs to the national register of historic places.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED: T.B.D.

LINE ITEM NUMBER OF FUNDS REQUIRED: T.B.D.

REQUESTED BY: Whisenant / Johnson

SPONSORED BY: Whisenant

SUMMARY: In recognition of the unique historic attributes of Downtown Dripping Springs, representatives from the City of Dripping Springs and the Hays County Historic Commission have discussed the possibility of hiring a consultant to assist in the nomination of Downtown Dripping Springs to the National Register of Historic Place.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF DRIPPING SPRINGS AND HAYS COUNTY,
TEXAS FOR THE HIRING OF A CONSULTANT TO ASSIST IN THE NOMINATION OF DOWNTOWN
DRIPPING SPRINGS TO THE NATIONAL REGISTER OF HISTORIC PLACES**

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Texas Government Code Ch. 791, to be effective on _____, 2011, between Hays County, a political subdivision of the State of Texas, by and through the Hays County Historical Commission (the "County"), 111 East San Antonio Street, Suite 300, San Marcos, Texas 78666, and the City of Dripping Springs, a Texas municipality (the "City"), 511 Mercer Street, Dripping Springs, Texas 78620. County and City may be referred to individually as a "party", and collectively as the "Parties".

RECITALS

WHEREAS, Hays County values its rich and colorful history as reflected by the many historic buildings, homes and downtown areas listed in the National Registry of Historic Places; and

WHEREAS, the downtown area of the City of Dripping Springs is a unique and historic area worthy for nomination in the National Registry of Historic Places; and

WHEREAS, a qualified historian or architectural historian is necessary in the preparation of the nomination to the National Register of Historic Places; and

WHEREAS, the Parties believe that the hiring of a qualified historian or architectural historian is a governmental function in which both Parties are mutually interested; and

WHEREAS, the Parties to this Agreement warrant that they each, individually, have the lawful ability to undertake this governmental function on their own, but instead seek the benefits of efficiency that come with this cooperative endeavor.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the City of Dripping Springs and Hays County, Texas agree as follows:

ARTICLE ONE

PURPOSE

- 1.1 The purpose of this Agreement is to set forth the terms and conditions under which the County and the City will provide funding (the "Funds") for the hiring of a qualified historian or architectural historian (the "Consultant") to prepare a nomination of the downtown area of the City of Dripping Springs to the National Register of Historic Places.

ARTICLE TWO

OBLIGATIONS OF THE COUNTY

- 2.1 The County shall execute the contracts necessary to complete the entire project as proposed by Exhibit ____ ("Request for Proposals").
- 2.2 The County shall provide the funding required for the services of the consultant shared equally with the City up to ten thousand dollars (\$10,000.00). Should the contracted amount with the consultant exceed ten thousand dollars (\$10,000.00) the County shall be exclusively responsible for the additional funds required.
- 2.3 The County shall review all proposals and accept only those proposals which are in the best interests of Hays County. The County reserves the right to accept or reject any or all proposals.
- 2.4 The County shall accept proposals until 4:00 pm on _____, 2011. Any proposals received after this time will be returned unopened. 2.5 The County shall keep the City informed of project milestones and share data and documentation prepared by the consultant upon request by the City.

ARTICLE THREE

OBLIGATIONS OF THE CITY

- 3.1 The City shall provide one-half the funding required for the services of the consultant in an amount not to exceed five thousand dollars (\$5,000.00). The City will remit payment to the County in two installments, each due within thirty (30) days after receipt by the City of an invoice (or request for payment) from the County.
- 3.2 The nomination prepared by the consultant shall first be submitted to the City Council for review and approval. The City Council must approve the properties to be included in the nomination before it is submitted to the National Park Service.

ARTICLE FOUR

TERM AND TIME OF PERFORMANCE

The effective date of this Agreement shall be on the last date this Agreement is executed by the Parties below (the "Effective Date"). The term of the Agreement shall continue from the

Effective Date until the completion of the work described in Exhibit "____." The obligations of the Parties shall continue during the term of this Agreement.

ARTICLE FIVE

INTERLOCAL AGREEMENT

- 5.1 The City and County, as units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services. As defined in §791.003 of the Texas Government Code, such governmental functions and services include governmental functions in which the Parties are mutually interested.
- 5.2 Pursuant to §791.011(d)(1) of the Texas Government Code, this Agreement has been duly authorized by the governing body of both the City and the County.
- 5.3 Pursuant to §791.011(d)(3) of the Texas Government Code, the Parties agree that the funds being committed by the County and the City under this Agreement shall be paid from current revenues available to the County and the City, respectively.
- 5.4 Pursuant to §791.011(f) of the Texas Government Code, this Agreement shall automatically renew on the 1st day of October of each calendar year unless otherwise validly terminated by the Parties under Section 8.4 of this Agreement.

ARTICLE SIX

NOTICES

Except as may be specifically provided in this Agreement, all notices, communications, demands, requests, comments, consents, authorizations, and approvals required, permitted or mentioned in this Agreement shall be in writing and shall either be personally delivered against a written receipt, or sent by certified mail, return receipt requested, addressed, postage prepaid to the addresses set out below, or other addresses as may hereafter be designated by the Parties by notice to the other Party.

For the purposes of notice, the addresses of the Parties, until changed by written notice, as provided above, shall be as follows:

Hays County:

Hays County

100 San Antonio, Ste. 200

San Marcos, TX 78666

Attention: Jeff Hauff

Dripping Springs: City of Dripping Springs
P.O. Box 384
Dripping Springs, TX 78620
Attention: Michelle Fischer

ARTICLE SEVEN

INDEMNIFICATION

Neither the City nor the County shall be obligated to indemnify the other party in any manner whatsoever.

ARTICLE EIGHT

MISCELLANEOUS

- 8.1 **ENTIRE AGREEMENT:** This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the Parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.
- 8.2 **SUCCESSORS AND ASSIGNMENTS:** Neither party to this Agreement may assign their duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent.
- 8.3 **AMENDMENTS:** No amendment, modification or alteration of the terms hereof shall be binding upon the Parties unless the same is in writing and dated subsequent to the date hereof and duly executed by the Parties.
- 8.4 **TERMINATION:** (a) This Agreement may be terminated by either party by thirty (30) days advance written notice to the other party to this Agreement. In the event of termination under this provision, the County shall reimburse the City for the unexpended portions of their respective contributions at the time of termination. (b) Any party may terminate this Agreement and withdraw from this Agreement at any time for any reason; however, doing so contrary to subsection (a) above may result in the party's contributions at that point being nonrefundable.

- 8.5 **IMMUNITY:** It is expressly understood and agreed that in the execution of this Agreement, no party waives nor shall be deemed to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.
- 8.6 **NOT A JOINT ENTERPRISE:** This Agreement is not intended to and shall not create a joint enterprise among any party hereto. The Parties hereto are undertaking governmental functions or services under this Agreement and the purpose hereof is solely for the public good, rather than any pecuniary purpose.
- 8.7 **GOVERNING LAW:** The validity of this Agreement and any of its terms and provisions, as well as the rights and duties hereunder, shall be governed by the laws of the State of Texas.
- 8.8 **VENUE:** Exclusive venue for any disputes arising under this Agreement shall be in Hays County, Texas.
- 8.9 **EXECUTION:** This Agreement may be executed in multiple counter parts.

IN WITNESS WHEREOF, the Parties' action under authority of their respective governing bodies have caused this Agreement to be duly executed in multiple counterparts, each of which shall be deemed to be an original.

HAYS COUNTY:

By: _____

Date: _____

Bert Cobb, M.D., Hays County Judge

This instrument was executed by **BERT COBB, M.D.** before me on this, the _____ day of _____, 2011.

Notary Public, State of Texas

DRIPPING SPRINGS:

By: _____

Date: _____

Todd Purcell, Mayor, City of Dripping Springs

This instrument was executed by **Todd Purcell** before me on this, the _____ day of _____, 2011.

Notary Public, State of Texas

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action to select a contractor and authorize concrete repairs at the Personal Health Department at 401 Broadway Street in San Marcos, Texas.

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

PREFERRED MEETING DATE REQUESTED: 10/18/11

AMOUNT REQUIRED: \$3800.00

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ron Knott

SPONSORED BY: COBB

Approximately 260 sq-ft of concrete along the back sidewalk of the Personal Health Department is failing because of dry conditions. The electrical service to the building is routed through the concrete. Electrical equipment and siding has been pulled away from the building. The concrete needs to be removed, re-poured and stabilized to correct the issue. Three quotes are attached. The Quintero Construction proposal will correct the problem and provide for the best long term solution.

DESCRIPTION OF Item: Discussion and possible action to select a contractor and authorize concrete repairs at the Personal Health Department at 401 Broadway Street in San Marcos, Texas.

PREFERRED MEETING DATE REQUESTED: October 18, 2011

COUNTY AUDITOR

AMOUNT: \$3800

LINE ITEM NUMBER: 001-695-00.5451 Bldg Repair & Maintenance OR
001-645-00.5399 Countywide Contingency

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: To be discussed

COMMENTS: Recommended vendor requires \$2,000 when work begins. I recommend we do not pay until work is complete & accepted. Ron Knott prefers that the funding come from somewhere other than his budget.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Urrutia's Concrete
6585 FM 621
Martindale, Texas 78655
512-357-6608

Bid for: Health Clinic

Attention: Ron Knotts

Bid is for the demolition and reconstruction of sidewalks in back of building.

- A. Bid is turn key.
- B. Chalking and haul off is included.

Total cost.....\$3,550.00

Juan Urrutia

MYERS CONCRETE CONSTRUCTION, LP

P.O. BOX 2928 WIMBERLEY, TEXAS 78676

512-847-8000 Wimberley 512-842-5000 Austin Metro 512-847-3831 Fax
www.myersconcrete.com email: info@myersconcrete.com

WBE/HUB Certified

Hays County
Attn: Ron Knott
2019 Clovis Barker Dr.
San Marcos, TX. 78666

512-393-7644 Office
512-738-1153 Ron Mobile
512-393-7646 Fax

October 6, 2011

Project: Hays County Health Department -- Sidewalk replacement

CONTRACT

1. Myers Concrete Construction, LP proposes to supply all labor for the following work described:

A. Remove and Replace Sidewalk (173 SF Approx.)

- a. Demo and remove existing sidewalk
- b. Dowel into existing slab with ½" rebar on 18" centers
- c. Form and pour 4" thick sidewalk with 3/8" rebar on 18" centers
- d. Install 56LF of 6" thick perimeter beam with ½" rebar continuous
- e. Install 8" diameter piers 2' deep on 6' centers under perimeter beam
- f. All concrete will be 3,000 psi
- g. Install leave outs around conduit

TOTAL

\$3,100.00

2. All material for project will be supplied by Hays County.
3. Exclusions: Bonds, Permits, Testing, Rock Excavation, and Utilities Not Clearly Marked.
4. Myers Concrete Construction, LP will provide Workers Compensation and General Liability Insurance.
5. Contract must be signed and returned prior to any commencement of work
6. Draws paid as work progresses and payment in full upon completion.
7. **Total price for all work listed above at hourly rate of \$29.69 per Man Hour**
8. **Total estimated price for all work listed above** **\$3,100.00**

Myers Concrete Construction, LP
By Randy Myers, VP of Myers Concrete, LLC, GP

Hays County

Date

Date

Proposal

Quintero Construction

Pedro Quintero-Owner
203 Parker Drive
San Marcos, Tx 78666

Submitted To: Health Department
Address: 401 Broadway St.

Job Name: Repair Concrete Failures
Date: 11/4/2011

Scope of work: Jack hammer and remove existing concrete failures. Aprox. 256 sq ft.
This is not a standard sidewalk. Haul off existing broken concrete.

Form up new sidewalk with 14 piers, bridging sidewalk from movement of subgrade soil.
3000 psi concrete mix- reinforcement using number 4 rebar every 12 inches on centers
both ways. Dowel into existing building foundation, to brace sidewalk securely. Wrap
existing electrical pipes from clinging to the new concrete sidewalk. Pour and finish
concrete with light broom finish. Clean up job site after project is completed. One load of
sandy loam to fill in yard tire tracks.

We propose hereby to furnish material and labor- complete in accordance with the above
specifications for the sum of: \$3,800.00 dollars. With payments to be made as follows:
\$2,000.00 when job has started for materials. \$1,800.00 upon completion of project.
Please have check ready upon agreement of starting date.

Respectfully submitted: Quintero Construction-Pedro Quintero

X Pedro Quintero

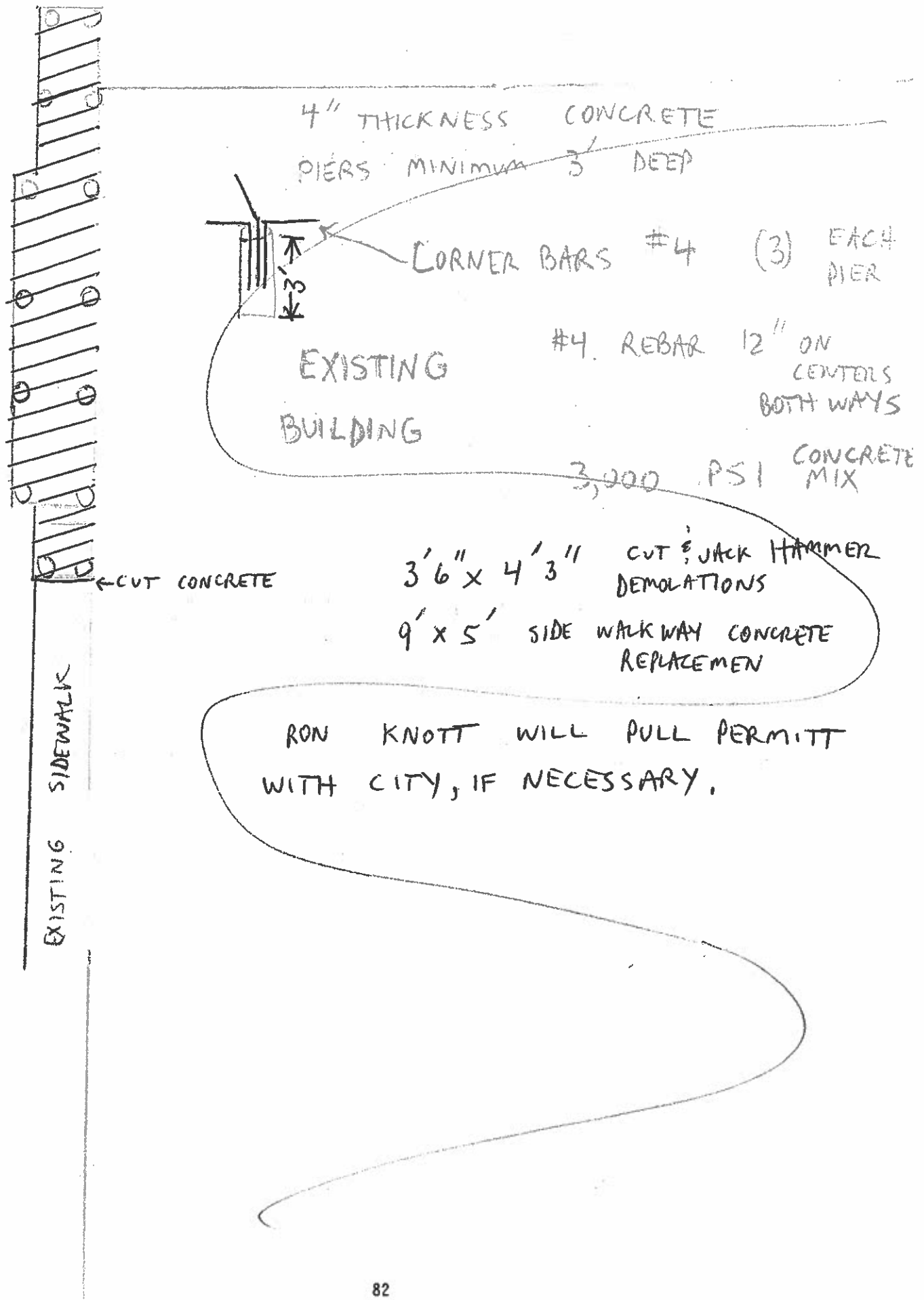
Acceptance of Proposal

Date of Acceptance _____

Signature _____

SEE BACK OF PROPOSAL

ROUGH DRAWING



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to consider the cancellation of Commissioner's Court on November 29, December 13, and December 27, 2011.

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

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Debbie Ingalsbe

SPONSORED BY: Debbie Ingalsbe

SUMMARY: The Court may want to consider additional dates.

In past years, we have typically cancelled Commissioner's Court the Tuesdays after the holidays, in part, since time is limited to prepare the agenda. The court may want to reconsider this action.

From: Liz Gonzalez
Sent: Thursday, September 22, 2011 4:30 PM
Subject: Commissioners Court Dec 13

All,

My office will be moving into the Government Center on December 8-11, 2011. I'm requesting Commissioners Court consider cancelling court for Dec 13th. We will be working 10-12 hour days during the move and will be open to the public on Monday morning on Dec 12, 2011. We will not have time to prepare for the meeting because of the move.

Another day you will need to take into consideration is the Tuesday after Thanksgiving. We usually don't meet that day either because we are off the previous Wed-Fri. Just an fyi.

Thank you for your consideration.

Thanks,

Liz Q. Gonzalez
Hays County Clerk
137 N. Guadalupe
San Marcos, TX 78666
Office (512) 393-7330
Fax (512) 393-7332
Direct (512) 393-7331

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 resolution of the Commissioners Court, adopting a "concurrent ordinance" pursuant to Chapter 572 of the Texas Local Government Code which creates a regional Public Utility Agency ("PUA") in collaboration with the City of Bee Cave and West Travis County Municipal Utility District No. 5; and approving the Bylaws and Directors of said PUA.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: WHISENANT

SPONSORED BY: WHISENANT

SUMMARY: The City of Bee Caves, Hays County, and MUD No. 5 are public entities whose citizens are currently served with water service, wastewater service, or both by the portion of the LCRA Water and Wastewater System known as the West Travis County Water and Wastewater System. The PUA can serve as a vehicle and instrument to acquire the West Travis County System and can acquire on behalf of some or all of the sponsoring local governments, and local communities that participate by contract or inter-local agreement to preserve local control of the West Travis County System. Hays County has published notice as required by Section 572.054 of the Texas Local Government Code and counsel has provided the County Clerk with tear sheets. The PUA will be governed by a board of directors appointed by each entity. **The PUA will not have authority to create any debt or financial obligation for or on behalf of any of the members and of any sponsoring local government unless an entity voluntarily enters into a separate agreement or approval for that purpose.**

A RESOLUTION AND ORDER OF THE COMMISSIONERS COURT OF HAYS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, CREATING THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY ("PUA"); MAKING FINDINGS OF FACT; APPROVING THE BYLAWS OF THE PUA; APPROVING THE DIRECTORS NAMED HEREIN; PROVIDING FOR RELATED MATTERS; PROVIDING FOR AN EFFECTIVE DATE AND PROPER NOTICE AND MEETING.

Whereas, the City of Bee Cave, Texas (the "City"), Hays County (the "County"), and West Travis County Municipal Utility District No. 5 (the "District") are participating in a coalition of local governments and communities of interest in response to the Lower Colorado River Authority ("LCRA") effort to transfer, sell and convey the local water and wastewater utilities, systems and facilities that provide water service, wastewater service, or both to various local governments and communities (the "LCRA Water and Wastewater Systems");

Whereas, the coalition of local governments and communities has formed the Coalition of Central Texas Utilities Development Corporation (the "UDC"), which corporation has submitted its indicative bid to the LCRA for acquisition of the LCRA Water and Wastewater Systems;

Whereas, it is the goal and purpose of the UDC to acquire the LCRA Water and Wastewater Systems, but then to further transfer and convey various portions of the LCRA Water and Wastewater Systems to the various coalition members and other third parties who desire to acquire such portions of the LCRA Water and Wastewater System;

Whereas, public entities are authorized pursuant to Texas Local Government Code Chapter 572 to join together to create a public utility agency to engage in the collection, transportation, treatment, or disposal of sewage or the conservation, storage, transportation, treatment, or distribution of water and may join together as cotenants or co-owners to plan, finance, acquire, construct, own, operate, or maintain water and wastewater facilities;

Whereas, the City, the County, and the District are public entities whose citizens are currently served with water service, wastewater service, or both by the portion of the LCRA Water and Wastewater System known as the West Travis County Water and Wastewater System ("West Travis County System") and whose boundaries and facilities are described in Attachment "A," which is attached hereto and incorporated herein by reference;

Whereas, the City, the County, and the District believe that it is in the best interest of the citizens served by the West Travis County System to acquire, or to provide for acquisition, of the West Travis County System so that the West Travis County System is owned and managed by public entities that are elected by the citizens who receive the water and/or wastewater service;

Whereas, the PUA can serve as a vehicle and instrument to acquire the West Travis County System and can acquire on behalf of some or all of the sponsoring local governments, and local communities that participate by contract or inter-local agreement to preserve local control of the West Travis County System; and

Whereas the City, the County, and the District has published notice as required by Section 572.054 of the Texas Local Government Code;

Whereas, the PUA will be governed by a board of directors appointed by the sponsoring local governments named herein, and will not have authority to create any debt or financial obligation for or on behalf of any of the members and of any sponsoring local government until such time as each participating entity voluntarily enters into a separate agreement or approval for such purpose;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, THAT:

Section 1. Findings of Fact. The above and foregoing recitals are incorporated herein as findings of fact.

Section 2. Acceptance of Application. The West Travis County Public Utility Agency is hereby created and approved.

Section 3. Articles and Bylaws Approved. The Bylaws of the West Travis County Public Utility Agency attached hereto are hereby authorized and approved.

Section 4. Approval of Directors. The following directors are hereby named as the initial directors of the West Travis County Utility Agency.

Ray Whisenant, Jr., representing Hays County;
Mike Murphy, representing Bee Cave;
Larry Fox, representing the District

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this resolution is adopted was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapt. 551, Tex. Gov't. Code*.

Section 6. Effective Date. This Order shall take effect immediately upon adoption by the Hays County Commissioners Court and the Effective Date shall be the date that the last public entity named herein approves of an Ordinance or Order substantially identical to this Ordinance.

PASSED AND ADOPTED this the 18th day of October 2011.

Hays County

Judge Bert Cobb, M.D.
Hays County Judge

Date

Attest:

Liz Q. Gonzalez
Hays County Clerk

BYLAWS
of the
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

ARTICLE I
PURPOSES

Section 1.01. General Purposes. The West Travis County Public Utility Agency ("Agency") is organized for the purpose of aiding, assisting, and acting on behalf of the Public Entities that are members of the Agency, in the performance of their governmental functions, to promote the common good and general welfare of the area within the boundaries of the Agency, to assist Public Entities, groups, and entities to preserve valuable rights, serve as a legal entity to organize, finance, purchase, and transfer, or hold, operate, and sell, water and wastewater assets, facilities, utilities, and systems; and the development and improvement of public utilities, systems, and infrastructure in west Travis County and in north Hays County; such systems and facilities collectively referred to as the "West Travis County System." A specific purpose of the Agency is to aid, assist, and act on behalf of the Agency, Public Entities, and publicly controlled entities, to acquire, and to aide and assist governmental and local entities to acquire, water and wastewater utilities, systems, and facilities from the Lower Colorado River Authority ("LCRA").

Section 1.02. Implementation. The Agency is also organized to aid, assist and act on behalf of the Public Entities for the purposes set forth in Section 1 of the concurrent ordinances organizing the Agency.

Section 1.03. General Powers and Authority. The Agency is formed pursuant to the provisions of Chapter 572 of the Texas Local Government Code (the "Act") to assist and act on behalf of the Public Entities and to engage in activities in the furtherance of the purposes of its creation, and it shall have and may exercise all of the rights, powers, privileges, authority and functions given to local government authorities under Subchapter C of the Act, together with all the powers, privileges, authority and functions given by State law. The Agency is organized and created by the City of Bee Cave (the "City"), Hays County, Texas (the "County"), and West Travis County Municipal Utility District No. 5 (the "District") (collectively, the "Public Entities"). The term "Public Entities" shall have the meaning given in Subchapter C of the Act, and the defined term "Public Entities" shall mean and include the three above named Public Entities and each additional local government that becomes a member of the Agency.

Section 1.04. Additional Powers and Authority. The Agency shall have all other powers of a like or different nature not prohibited by law that are available to governmental entities in Texas and which are necessary or useful to enable the Agency to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes set forth above; provided the Agency shall not issue bonds, notes or any debt obligation, or by contract undertake a financial obligation, that will not to be funded by funds available, or revenues of the purchased water and wastewater utilities, systems and facilities purchases, or by binding contractual commitments made by Public

Entities and legal entities to purchase increments or portions of the water and wastewater utilities, systems and facilities that are purchased.

Section 1.05. Governmental Body. The Agency is created as a local government entity pursuant to the Act and shall be a governmental unit within the meaning of *Subdivision (2), Sec. 101.001, Tex. Civ. Prac. & Rem. Code*. The operations of the Agency are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, *Sec. 101.001 et seq., Tex. Civ. Prac. & Rem. Code*.

ARTICLE II BOARD OF DIRECTORS

Section 2.01. Appointment, Classes, Powers, Number and Terms. All powers of the Agency shall be vested in the Board of Directors (the "Board"). The Board shall initially consist of three (3) persons. Directors of the Agency shall be appointed by position to the Board by the participating Public Entities.

The terms of office of the Directors shall be four years, and the term for each such Director position shall begin on the date a Director is first appointed to the position and such term shall expire four years after the date of the appointment, or until his or her successor is appointed by the participating Local Government; provided that if a Director is been appointed to fill an unexpired term, the term of the Director shall expire on the expiration date of the term of the Director whose position he or she was appointed to fill. Any Director may be removed from office at any time, with or without cause, by the Local Government that appointed such Director. The number of Directors may be increased or decreased by an amendment to the Bylaws adopted by a majority vote of the Local Government members of the Agency.

If any of the following persons of a Local Government are not serving as a member of the Board, he or she, or their designee shall be entitled to serve as an ex-officio, non-voting member of the Board: (1) the County Judge; (2) the City Manager; or (3) District President.

Any person designated as an ex-officio member of the Board is entitled to notice of, and to attend, meetings of the Board.

Section 2.02. Meetings of Directors. The Directors may hold their meetings and may have an office and keep the books of the Agency at such place or places within Central Texas as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the initial registered office of the Agency at 4000 Galleria Parkway, Bee Cave, Texas.

The Board shall meet in accordance with and give notice of each meeting of the Board for the same length of time and in the same manner and location as is required counties under *Ch. 551, Tex. Gov't. Code* (the "Open Meetings Act"). An agenda for each meeting of the Board shall be posted at the place and in the manner required of that entity by the Open Meetings Act.

The Agency, the Board, and any committee of the Board exercising the powers of the Board are subject to *Ch. 552, Tex. Gov't. Code* (the "Open Records Act").

Section 2.03. Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by the Board.

Section 2.04. Special and Emergency Meetings. Special and emergency meetings of the Board shall be held whenever called by the Chairperson or Secretary of the Board, or by two Directors who are serving terms of office at the time the meeting is called. The Secretary shall give notice of each special meeting in person, by telephone, fax, mail or telegraph at least three (3) days before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required under *Sec. 551.045, Tex. Loc. Gov't. Code*. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Agency may be considered and acted upon at a special or emergency meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Agency may be considered and acted upon to the extent allowed by the Open Meetings Act. The Secretary is authorized to post and give notices and designate others to post notice of meetings that are prepared by the Secretary, that are called in a manner authorized in these Bylaws.

Section 2.05. Quorum. A majority of the Directors holding office shall constitute a quorum for the consideration of matters pertaining to the purposes of the Agency. If at any meeting of the Board there is less than a quorum present, a majority of Directors present may adjourn the meeting from time to time. The act of a majority of the Directors holding office shall constitute the act of the Board, unless the act of a greater number is required by law or by these Bylaws.

Section 2.06. Conduct of Business. At the meetings of the Board, agenda items shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the Chairperson shall preside, and in the absence of the Chairperson, the Vice Chairperson shall preside. In the absence of the Chairperson and the Vice Chairperson, a chairperson for the meeting shall be chosen from among the Directors present.

The Secretary of the Agency shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any qualified person to act as secretary of the meeting; provided that a member of the staff of any Local Government may be designated to take, record and prepare the minutes of the meeting.

Section 2.07. Executive Committee, Other Committees. The Board may, by resolution adopted by the affirmative vote of at a majority of the Directors, designate two (2) or more Directors to constitute an executive committee or other type of committee. Such committee may consist of other persons representing parties Public Entities receiving water or wastewater service from the West Travis County System. A committee shall act in the manner provided in

the authorizing resolution. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Agency, and shall report the same to the Board from time to time. Committees shall have advisory powers and shall not be authorized to exercise the powers of the Board. Recommendations of a committee shall be acted upon by the Board of Directors if the Agency is intended to implement such recommendations.

Section 2.08. Compensation of Directors. Directors, as such, shall not receive any salary or compensation for their services as Directors; provided, that nothing contained herein shall be construed to preclude any Director from receiving reimbursement for expenses reasonably incurred in performing the duties of Director.

Section 2.09. Director's Reliance on Consultant Information. A Director shall not be liable if, while acting in good faith and with ordinary care, he or she relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Agency or another person, that were prepared or presented by:

- (a) one or more other officers or employees of the Agency, or any ex-officio member of the Board;
- (b) legal counsel, public accountants, or other persons employed or otherwise retained by the Board, as to matters the officer reasonably believes are within the person's professional or expert competence; or
- (c) a Board committee of which the Director is not a member.

ARTICLE III OFFICERS

Section 3.01. Titles and Term of Office. The officers of the Agency shall be a chairperson of the Board, a vice chairperson of the Board, a corporate secretary and a treasurer. The officers of the Agency may include a president, one or more vice presidents, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that the Chairperson shall hold the office of Secretary. The term of office for each officer shall be one year commencing with the date of the annual meeting of the Board at which each such officer is elected or appointed by the Board. The Chairperson is elected annually, by majority vote of the Directors then holding office, to serve a one year term of office. The authorization for president and vice president does not require the creation of such offices.

Officers elected or appointed by the Board shall be subject to removal by the Board at any time, with or without cause, by a majority vote of not less than three Directors.

A vacancy in the office of any officer elected or appointed by the Board shall be filled by the Board.

Section 3.02. Powers and Duties of the Chairperson. The Chairperson shall be a member of the Board and shall preside at all meetings of the Board. He or she shall have such duties as are assigned by the Board, and not inconsistent with state law. The Chairperson may call special or emergency meetings of the Board.

Section 3.03. Powers and Duties of the Vice Chairperson. The Vice Chairperson shall be a member of the Board. The Vice Chairperson shall perform the duties and exercise the powers of the Chairperson upon the Chairperson's death, absence, disability, or resignation, or upon the Chairperson's inability to perform the duties of his or her office. Any action taken by the Vice Chairperson in the performance of the duties of the Chairperson shall be conclusive evidence of the absence or inability to act of the Chairperson at the time such action was taken.

Section 3.04. Powers and Duties of the President. The President shall be the principal executive officer of the Agency and, subject to the Board, he or she shall be in general charge of the properties and affairs of the Agency. In furtherance of the purposes of the Agency and subject to the limitations contained in these Bylaws, the President, Chairperson, or Vice Chairperson may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Agency. The Chairperson shall perform the duties of the President until such time, if any, that such office is budgeted, created and filled by Board appointment.

Section 3.05. Vice Presidents. A Vice President shall have such powers and duties as may be assigned to him or her by the Board or the President, including the performance of the duties of the President upon the death, absence, disability, or resignation of the President, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 3.06. Treasurer. The Treasurer shall have custody of all the funds and securities of the Agency which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Agency, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Agency in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Agency, either alone or jointly with such other officer as is designated by the Board; whenever required by the Board, he or she shall render a statement of his or her case account; he or she shall enter or cause to be entered regularly in the books of the Agency to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Agency; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; and he or she shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require. With Board approval the Treasurer may contract with any Local Government to maintain such books, accounts and records, subject to the Treasurer's on-going review and approval.

Section 3.07. Secretary. The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Agency and subject to the limitations contained in these Bylaws, he or she may sign with the President in the name of the Agency and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Agency; he or she shall have charge of the Agency's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Agency during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board. With Board approval the Secretary may contract with a Local Government to maintain the minutes, books and records of the Agency, subject to the Secretary's on-going review and approval. The Board may contract with a Local Government and, as authorized by such contract, appoint one or more employees of the Local Government as an Assistant Secretary. The Board may designate qualified persons to function as an Assistant Secretary(s).

Section 3.08. Compensation. Officers of the Board shall serve on the Board without compensation; provided, however, that they may receive reimbursement for actual expenses or per diem reimbursement as provided by the Act, if such reimbursement is approved by the Board.

Section 3.09. Employment. The Board is authorized to employ such persons from time to time and upon such terms and conditions as are reasonably necessary to further fulfill the purposes and the duties of the Agency. The Board may employ a General Manager to oversee the day-to-day activities of the Agency, or the Board may contract with one or more public or private entities to manage and operate the day-to-day activities of the Agency.

Section 3.09. Officer's Reliance on Consultant Information. In the discharge of a duty imposed or power conferred on an officer of the Agency, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Agency or another person, that were prepared or presented by: (a) one or more other officers or employees of the Agency, or any ex-officio member of the Board; (b) legal counsel, public accountants, or other persons employed or otherwise retained by the Board, as to matters the officer reasonably believes are within the person's professional or expert competence; or (c) a Board committee.

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.01. Fiscal Year. The fiscal year of the Agency shall begin October 1st of each year; provided the first fiscal year shall begin upon the effective date of the Agency, and end September 30, 2012.

Section 4.02. Seal. The seal of the Agency shall be such as from time to time may be approved by the Board.

Section 4.03. Notice and Waiver of Notice. Whenever any notice other than public notice of a meeting given to comply with the Open Meetings Act, is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Agency, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 4.04. Resignations. Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 4.05. Gender. References herein to the masculine gender shall also refer to the feminine in all appropriate cases and vice versa.

Section 4.06. Appropriations and Grants. The Agency shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from any federal or state agency, political subdivision, municipality, or any other source.

ARTICLE V INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 5.01. Right to Indemnification. Subject to the limitations and conditions as provided in this Article V and state law, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a Director or officer of the Agency or while a Director or officer of the Agency is or was serving at the request of the Agency as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic Agency, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Agency to the fullest extent permitted by the Texas Non-Profit Agency Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Agency to provide broader indemnification rights than said law permitted the Agency to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to actions taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability. It is further provided that this provision shall not be construed as a waiver of any immunity, exemption or defense any such Director or officer may have at law or in equity, including, but not limited to, those available under the Act or pursuant to *Sec. 101.001 et seq., Tex. Civ. Prac. & Rem. Code*; provided that a Director or officer shall not be entitled to indemnification for his or her intentional wrongful actions.

Section 5.02. Advance Payment. The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Agency the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 1 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Agency of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

Section 5.03. Indemnification of Employees and Agents. The Agency, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Agency to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; and the Agency may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Agency but who are or were serving at the request of the Agency as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic Agency, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors under this Article V.

Section 5.04. Appearance as a Witness. Notwithstanding any other provision of this Article V, the Agency may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Agency or its business at a time when he or she is not a named defendant or respondent in the proceeding.

Section 5.05. Non-exclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Local Government Code, or these Bylaws, agreement, vote of shareholders or disinterested Directors or otherwise.

Section 5.06. Insurance. The Agency may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Agency or is or was serving at the request of the Agency as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic Agency, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether or not the Agency would have the power to indemnify such person against such expense, liability or loss under this Article V.

Section 5.07. Notification. Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the calendar quarter immediately following the date of the indemnification or advance.

Section 5.08. Savings Clause. If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Agency shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal,

administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by law.

ARTICLE VI PROVISIONS RELATING TO MINORITY CONTRACTING

Section 6.01. Disadvantaged Business Certification. The Agency shall attempt to stimulate the growth of disadvantaged businesses by encouraging the full participation of disadvantaged businesses in all phases of its procurement activities and affording those disadvantaged businesses a full and fair opportunity to compete for Agency contracts

ARTICLE VII CODE OF ETHICS

Section 7.01. Policy and Purposes.

(a) It is the policy of the Agency that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Agency; and that the Board establish policies to control and manage the affairs of the Agency fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Agency's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

(c) The Directors, officers, and employees of the Agency shall further be subject to the ethics and conflicts provisions set forth in *Chapts. 171 and 176, Tex. Loc. Gov't. Code*.

(d) Consultants, agents, and parties that enter into contracts with the Agency are subject to the ethics and conflict provisions set for in *Chapts. 171 and 176, Tex. Loc. Gov't. Code*.

Section 7.02. Conflicts of Interest.

(a) Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefited by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. An interest of a person

related in the second degree by affinity or the third degree by consanguinity to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first or second degree by affinity or the first, second, or third degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the Agency will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board.

Section 7.03. Acceptance of Gifts. No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Agency. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, "benefit" does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he gives legitimate consideration in a capacity other than as a Director or officer;

(b) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities:

(1) if not more than one honorarium is received from the same person in a calendar year;

(2) if not more than one honorarium is received for the same service;
and

(3) if the value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;

(d) a benefit consisting of food, lodging, transportation, or entertainment accepted as

a guest is reported.

Section 7.04. Bribery. A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;

(b) any benefit as consideration for the Director's or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of a duty imposed by law on the Director or officer.

Section 7.05. Nepotism. No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity (marriage relationship) or within the third degree of consanguinity (blood relationship) to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE VIII AMENDMENTS

Section 8.01. Amendments. A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. However, any proposed change or amendment to the Bylaws must be approved by majority vote of the Board of Directors to be effective.

PUBLIC NOTICE

NOTICE OF INTENT TO CREATE THE WEST TRAVIS
COUNTY PUBLIC UTILITY AGENCY

Notice is hereby given that one or more of the following public entities being the City of Bee Cave, West Travis County Municipal Utility District No. 5 and Hays County intend to create the West Travis County Public Utility Agency pursuant to the authority to create a Public Utility Agency ("PUA") contained in Chapter 572 of the Texas Local Government Code.

The PUA will have the authority provided in Chapter 572 of the Texas Local Government Code which includes, but is not limited to, the authority to engage in the collection, transportation, treatment, or disposal of sewage or the conservation, storage, transportation, treatment, or distribution of water and the member public entities may join together as cotenants or co-owners to plan, finance, acquire, construct, own, operate, or maintain water and wastewater facilities. The boundaries of the proposed PUA include the territory described in the map attached hereto. **The PUA will be a non-taxing public entity.**

The creation of the PUA will allow the PUA to pursue public ownership and operation of the water and wastewater systems and facilities currently owned by the Lower Colorado River Authority ("LCRA") which facilities are located in Western Travis County and Hays County (the "West Travis County System") and which system provides water and wastewater service to citizens residing in Western Travis County and Hays County as depicted on the attached map. The LCRA is currently in the process of selling its water and wastewater systems of which the West Travis County System is a part.

The public entities described herein are members of the coalition of public entities formed as the Coalition of Central Texas Utilities Development Corporation ("UDC") which entity was created for the purpose of submitting a bid to the LCRA to acquire the water and wastewater systems being sold by the LCRA. It is anticipated that if the UDC bid is accepted by the LCRA that the PUA will then acquire the West Travis County System from the UDC.

The creation of the PUA will occur only after the adoption of concurrent Orders or Ordinances at a public meeting of each participating public entity after the expiration of 14 days from the date of the first notice of publication as required by law.

The City of Bee Cave considered and adopted of the ordinance to create the PUA at a meeting of the City Council at 8:00 pm on September 13, 2011 at Bee Cave City Hall at 4000 Galleria Parkway, Bee Cave, Texas 78738.

Hays County will consider the adoption of the resolution to create the PUA at a meeting of the Hays County Commissioners Court at 9:00 am on September 27, 2011 at Hays County Courthouse at 111 E. San Antonio, San Marcos, Texas 78666.

West Travis County Municipal Utility District No. 5 considered and adopted of the resolution to create the PUA at a meeting of the Board of Directors of WTCMUD #5 at 7:00 pm on August 2, 2011 at Lake Pointe Community Center at corner of Sonoma and Resaca Drive in the Lake Pointe Community.

For additional information regarding the creation of the West Travis County Public Utility Agency, citizens may contact any one of the following representatives:

City of Bee Cave
Attn.: Frank Salvato, City Administrator
4000 Galleria Parkway
Bee Cave, Texas 78738

Hays County
Attn.: Ray Whisenant, Commissioner, Pct. 4
195 Roger Hanks Parkway
Dripping Springs, Texas 78620

West Travis County Municipal Utility District #5
Attn.: Randall B. Wilburn, Attorney for the District
3000 South IH 35, Suite 150
Austin, Texas 78704



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 prioritize projects submitted for funding through CAMPO.

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

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Commissioner Will Conley

SUMMARY:

HAYS COUNTY PROJECTS SUBMITTED FOR CAMPO FUNDING
June 30, 2011

Projects on State Highway System for Joint Application with TxDOT

1. IH 35 – Buda (Main St.) to Kyle (FM 1626) - add freeway ramps and turnarounds
2. US 290 – Dripping Springs, Mercer St. to Mighty Tiger Trail – add sidewalk north side
3. SH 21 @ FM 150 – intersection improvements
4. SH 21 @ Cotton Gin Road – intersection improvements
5. SH 80 @ Old Bastrop Highway – intersection improvements
6. RR 12 – RR 32 to FM 3407 - purchase ROW for future parkway
7. RR 12 – RR 32 to FM 3407 – hike and bike trail on north side
8. RR 12 – Winters Mill Pkwy to Joe Wimberley Blvd. – hike and bike trail on east side
9. RM 1826 @ Crystal Hill Drive – intersection improvements, new bridge
10. RM 1826 @ Darden Hill Road – intersection improvements.

Projects on County Roadways

1. Dacy Lane – Bebee Rd. to Windy Hill Rd. – widen lanes, add shoulders
2. Elder Hill Road – RR 12 to FM 150 – safety improvements, new bridge(s)
3. Lakewood Dr. @ FM 1626 – new bridge
4. Old Bastrop Highway – Centerpoint Road to Francis Harris Lane - widen lanes, add shoulders
5. Add sidewalks near schools in Precinct 1
 - a. Bunton Creek Rd. – IH 35 to Goforth Rd., (Lehman HS and Fuentes Elem.)
 - b. FM 150 – Heidenreich Ln to SH 21, (Simon Middle School)
 - c. Old Bastrop Hwy from SH 123 to San Marcos High School
 - d. Old Bastrop Hwy from E. McCarty Ln. to Centerpoint Rd., (San Marcos HS)
 - e. E. McCarty Ln from Loop 110 to Old Bastrop Hwy., (San Marcos HS).

Michael R. Aulick
Aulick and Associates

CAMPO Phase 1 Hays County Projects - STP MM Eligible - Submitted June 30										
10/13/11 - Aulick and Associates	2	3	4	5	6	7	8	9	10	11
#	State Highway System Projects	Start Date	PE	EIS	Const.	ROW	Conting.	Total	Fed \$	Match \$
1	IH 35 (S) - Main St. to FM 1626 - ramps, U-turns * (* Funding approved by TxDOT on 9/29/11)	Mo./Year	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
2	US 290 (W) - Mercer St. to Mighty Tiger Trail - sidewalk	Fall, 2011	\$148	\$102	\$4,500		\$950	\$5,700	\$4,415	\$1,285
3	SH 21 @ FM 150 - intersection improvements	June, 2012	\$15		\$100		\$10	\$125	\$100	\$25
4	SH 21 @ Cotton Gin Rd. - intersection improvements	Mar, 2012	\$130		\$1,000		\$100	\$1,230	\$984	\$246
5	SH 80 @ Old Bastrop Highway - intersection imp.	Mar, 2012	\$130		\$1,000		\$100	\$1,230	\$984	\$246
6	RR 12 Parkway - environmental/ROW preservation	Mar, 2012				\$6,400		\$6,400	\$5,120	\$1,280
7	RR 12 - RM 32 to Wonder World Dr. - Hike/Bike Trail	Aug, 2014	\$300		\$5,040		\$500	\$5,840	\$4,672	\$1,168
8	RR 12 - Winters Mill to Joe Wimberley Hike/Bike Trail	Mar, 2013	\$100		\$450		\$110	\$660	\$528	\$132
9	RM 1826 @ Crystal Hill Drive - intersection, bridge	Mar, 2012			\$1,590	\$35	\$142	\$1,767	\$1,414	\$353
10	RM 1826 @ Darden Hill Rd. - intersection imp.	Feb, 2012			\$998	\$65	\$89	\$1,152	\$922	\$230
State Highway System Total			\$953	\$102	\$15,678	\$6,500	\$2,101	\$25,334	\$20,122	\$5,212
Projects on County Roadways										
1	Dacy Lane Phase 2 - Bebee Rd. to Windy Hill Rd.	Dec, 2011			\$4,540	\$1,520	\$450	\$6,510	\$5,208	\$1,302
2	Elder Hill Road - FM 150 to RR 12 - realign, bridge	Dec, 2012			\$11,500	\$725	\$1,000	\$13,225	\$10,580	\$2,645
3	Lakewood Dr/FM 1626 - bridge/intersection imp.	Jan, 2012			\$896	\$35	\$72	\$1,003	\$802	\$201
4	Old Bastrop Highway - widen lanes and shoulders	Dec, 2011			\$6,053	\$345	\$451	\$6,849	\$5,479	\$1,370
5	Five sidewalk projects near schools in Pct. 1									
a	Bunton Creek Rd. - IH 35 to Goforth	July, 2012	\$45		\$300		\$35	\$380	\$304	\$76
b	FM 150 (E) - Heidenreich Ln to SH 21	July, 2012	\$53		\$354		\$40	\$447	\$358	\$89
c	San Marcos High School - CR 266 and E. McCarty Ln	July, 2012	\$45		\$300		\$35	\$380	\$304	\$76
County Roadway Project Total			\$143		\$23,943	\$2,625	\$2,082	\$28,793	\$23,034	\$5,759

Lon Shell

From: Michael Aulick [michael.aulick@gmail.com]
Sent: Thursday, October 13, 2011 4:07 PM
To: Lon Shell; Jerry Borcharding; Janice Jones
Cc: Will Conley
Subject: October 18 Agenda backup: CAMPO applications from cities and Hays County by CAMPO score
Attachments: STP MM Eligible Projects in Hays County.xls

To all,

Here is the other table which shows all projects submitted to CAMPO for funding within Hays County which are eligible for STP MM funding. The projects shown in bold were recommended for funding in one or both scenarios presented to the CAMPO Board on October 10. The projects are shown in descending order of the score assigned by CAMPO staff.

Please call me if you have any questions.

Thank you,

Michael

Michael R. Aulick

LEED Green Associate

Aulick and Associates

512-750-3179

CAMPO TAC RECOMMENDED FUNDING SCENARIOS 10/3/11 - STP MM FUNDS

PROJECTS IN HAYS COUNTY - LISTED BY SCORE

Aulick and Associates

Sponsor	Type	Project Name	Start Date	Score	Project Cost	Federal \$\$\$ Requested	Scenario 1 Raw Score	Scenario 2 TAC Preferred
San Marcos	Study	San Marcos Traffic Signal Project	12/11	82	\$270,000	\$216,000	\$270,000	\$270,000
San Marcos	Bike/Ped	San Marcos Cross Town Pathway	3/12	66	\$3,321,625	\$2,657,300	\$3,321,625	\$3,321,625
Kyle	Bike/Ped	FM 2770/FM 150 Sidewalk/Bikelane	10/13	64	\$963,000	\$770,400	\$963,000	\$963,000
Texas State U	Transit	Bus Capital IH 35 Corridor Service	5/12	62	\$4,100,000	\$3,280,000	\$0	\$4,100,000
Texas State U	Bike/Ped	Campus Bike Share	5/12	59	\$391,590	\$234,954	\$391,590	\$391,590
Texas State U	Transit	Bicycle/Bus Intermodal Facility	4/12	58	\$2,992,695	\$2,394,156		
Dripping Sprng	Bike/Ped	Mercer St. Pedestrian Improvements	12/11	57	\$559,595	\$419,696	\$559,595	\$0
San Marcos	Roadway	Loop 82 (Aquarena Springs Drive)	7/13	56	\$15,000,000	\$10,000,000		
San Marcos	Roadway	FM 2439 (Hopkins St) Overlay, B/P	7/11	54	\$315,000	\$252,000		
San Marcos	Bike/Ped	FM 2439 (Hunter Rd) Bike/Ped	7/13	54	\$1,000,000	\$500,000	\$1,000,000	\$1,000,000
Kyle	Bike/Ped	FM 150 East Sidewalk Project	10/13	54	\$1,132,941	\$906,353		
Kyle	Roadway	Reconstruction of Burleson	5/14	51	\$5,311,000	\$4,248,800		
Kyle	Roadway	Reconstruction Bunton/Goforth Rd.	5/14	50	\$5,031,000	\$4,024,800		
Kyle	Roadway	Reconstruction of Goforth Rd.	5/14	50	\$5,139,000	\$4,111,200		
San Marcos	Bike/Ped	River Rd/Riverside Dr. Bike/ped Imp.	5/12	49	\$600,000	\$300,000	\$600,000	\$600,000
Kyle	Roadway	Reconstruction of Lehman Rd.	5/14	48	\$5,866,000	\$4,692,800		
Hays County	Bike/Ped	Dripping Sprgs US 290 W Sidewalks	6/12	46	\$125,000	\$100,000		
San Marcos	Roadway	CM Allen Parkway Overlay, B/P	1/12	45	\$600,000	\$480,000		
Hays County	Bike/Ped	Bunton Creek Road Sidewalks	7/12	43	\$379,500	\$303,600		
San Marcos	Roadway	N. LBJ Dr. Intersection Imp.	5/12	43	\$1,000,000	\$500,000	\$1,000,000	\$1,000,000
San Marcos	Roadway	IH 35 E. Frontage Rd. (Wonder W. Dr.)	5/12	41	\$200,000	\$100,000		
San Marcos	Roadway	River Road Street Overlay and B/P	1/12	41	\$315,000	\$252,000		
Hays County	Roadway	SH 21 @ FM 150 Intersection Imp.	3/12	41	\$1,230,000	\$984,000		
Hays County	Roadway	Dacy Lane widen and add shoulders	1/12	37	\$6,510,000	\$5,208,000		
Hays County	Roadway	SH 80 @ Old Bastrop Highway Imp.	3/12	36	\$1,230,000	\$984,000		
Hays County	Roadway	SH 21 @ Cotton Gin Rd Inter. Imp.	3/12	35	\$1,230,000	\$984,000		
Hays County	Roadway	RM 1826 @ Darden Hill Inter. Imp	2/12	34	\$1,152,000	\$921,600		
Hays County	Roadway	RM 1826 @ Crystal Hill Dr. bridge +	3/12	34	\$1,732,000	\$1,385,600		
Hays County	Roadway	Old Bastrop Highway	1/12	33	\$6,849,000	\$5,479,200		
San Marcos	Roadway	Railroad Quiet Zones - Phase 1	1/12	32	\$500,000	\$250,000		
Hays County	Roadway	Elder Hill Road Safety Improvements	12/12	32	\$13,225,000	\$10,580,000		
Hays County	Roadway	Lakewood Dr. Bridge	1/12	30	\$1,003,000	\$802,400		
Hays County	Roadway	RM 12 Parkway ROW acquisition	3/12	30	\$6,400,000	\$5,120,000		
HAYS TOTAL							\$8,105,810	\$11,646,215

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Hays County Precinct 2 Building.
Possible action may follow in open Court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED: TBD

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: JONES

SPONSORED BY: JONES

SUMMARY: Summary to be provided in Executive Session.