

**Commissioners Court -October 25, 2011
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **25th 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	4	Presentation of retirement and service award gifts. COBB/BAEN
2	5-6	Adopt a Proclamation declaring the week of October 24 th to the 28 th Juvenile Diabetes Awareness Week in Hays County. JONES

PUBLIC COMMENTS

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

CONSENT ITEMS

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

3	7	Approve payments of county invoices. HERZOG
4	8-12	Approve Commissioners Court Minutes of October 18, 2011. COBB/GONZALEZ
5	13-15	Accept a cash donation of \$37.52 to the Sheriff's Office Community Outreach Program and amend the budget accordingly. COBB/CUTLER
6	16-18	Discussion and possible action to accept a grant award from the Bureau of Justice Assistance (BJA) for the Bulletproof Vest Partnership (BVP) in the amount of \$12,600.00. CONLEY/HAUFF
7	19-21	Authorize County Judge to renew agreement between Central Texas Medical Center (CTMC) and the Personal Health Department (PHD) for CTMC to perform chest x-rays referred by the PHD Tuberculosis (TB) Control Department. INGALSBE/HARGRAVES
8	22-23	Authorize County Judge to approve amendment to current contract between AMEP and the Personal Health Department (PHD). INGALSBE/HARGRAVES
9	24-26	Accept contributions for the Historical Commission-documentaries and amend the budget for use of those funds for direct expenses related to the project and amend budget accordingly. COBB/JOHNSON
10	27-32	Allow out of state travel for Jeff Turner, Emergency Management Coordinator and Lauren Chernow, Hays County Communication Specialist, to attend Department of Homeland Security-United States Fire Administration's National Emergency Training Center (NETC) National Fire Academy and Emergency Management Institute courses E388: Advance Public Information Officer Course, December 5, 2011 to December 8, 2011. COBB/TURNER

ACTION ITEMS

ROADS

11	33-34	Discussion and possible action to accept the bond for fiscal surety for the revegetation of the street and drainage improvements in HighPointe subdivision, Phase 3, Section 2-B, Phase B. WHISENANT/BORCHERDING
12	35-40	Discussion and possible action to consider the acceptance of road construction and drainage improvements, and release of the construction bond for HighPointe subdivision, Phase 3, Section 2-B, Phase B. WHISENANT/BORCHERDING

SUBDIVISIONS

13	41-42	11-4-36 Resubdivision of a portion of Lot D-15, Douglas Estates (1 lot). Discussion and possible action to approve preliminary plan; call for public hearing November 22, 2011. WHISENANT/BOTKIN
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MISCELLANEOUS

14	43-46	Discussion and possible action to authorize payment of \$398.00 to Avatt Services, Inc. for services performed at the Hays County Annex and requested by the Building Maintenance Department. COBB/KNOTT
15	47-51	Discussion and possible action to authorize the Department of Human Resources to modify the job description and title of the current District Attorney's Office "Administrative Assistant III – Legal Office Administrator" position, making it an "Administrative Assistant IV – Executive Administrator" and placing it at a Grade 112. COBB/TIBBE/KENNEDY
16	52-53	Discussion and possible action to approve appointment of Pamela McAfee to the Jacobs Well Natural Area Stakeholders Group. WHISENANT
17	54	Discussion and possible action to designate the south door of the Hays County Government Center at 712 South Stagecoach Trail, as the location for posting public notices and holding public sales of real property; effective date January 3, 2012. INGALSBE/GONZALEZ
18	55-56	Discussion and possible action to have counsel execute a letter of termination to Lynx Property Services for the lease of property located at 700 N. LBJ, San Marcos, TX 78666 (Adult Probation). CONLEY/KENNEDY
19	57-73	Discussion and possible action to authorize the County Judge sign the agreements for the Law Enforcement Center Fire Alarm System and the Security System. CONLEY
20	74-111	Discussion and possible action to authorize the County Judge to execute an agreement with the City of Buda regarding subdivision and development regulation in the extraterritorial jurisdiction of Buda, pursuant to HB1445 (2001). JONES
21	112-121	Discussion and possible action to amend the LCRA Service Fee Fund for costs associated with the Hays County Water Quality Monitoring Program. WHISENANT/GARZA

WORKSHOP

22	122	10:00 AM Workshop regarding marketing, selling, and/or leasing Hays County properties including a presentation from CBRE representatives. COBB/CONLEY
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EXECUTIVE SESSIONS

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

23	123	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
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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.

24	Discussion and possible action related to the burn ban and/or disaster declaration. COBB/CHAMBERS	
25	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	
26	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	
27	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 21st 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.**

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

AGENDA ITEM:

Presentation of retirement and service award gifts.

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

PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Baen

SPONSORED BY: Cobb

SUMMARY:

Service Awards for Retiree:

Ora Richardson, 15 years, 4 months service with Hays County, JP4 Justice Clerk

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

AGENDA ITEM:

Adopt a Proclamation declaring the week of October 24th to the 28th Juvenile Diabetes Awareness Week in Hays County.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Commissioner Precinct 2 Mark Jones, Allen Crozier, Vicki Callegari, and Amy Hyman

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

Proclamation to be presented in Commissioners' Court on October 25th. (see attachment)



**PROCLAMATION OF THE HAYS COUNTY COMMISSIONERS' COURT
PROCLAIMING THE WEEK OF OCTOBER 24-28th AS JUVENILE DIABETES AWARENESS
WEEK**

WHEREAS, each year, more than 15,000 children adults are diagnosed with type 1 diabetes in the U.S; and,

WHEREAS, diabetes is the name given to disorders in which the body has trouble regulating its blood glucose, or blood sugar level; and,

WHEREAS, there are two major types of diabetes, type 1 and type 2; and,

WHEREAS, type 1 diabetes is known as juvenile diabetes; and, approximately 80 people per day are diagnosed with type 1 diabetes in the U.S.; and,

WHEREAS, type 1 diabetes is an autoimmune disease in which the body's immune system attacks and destroys the insulin-producing cells of the pancreas; and,

WHEREAS, scientists do not yet know exactly what causes type 1 diabetes, but they believe that autoimmune, genetic, and environmental factors are involved; and,

WHEREAS, the Juvenile Diabetes Research Foundation and other organizations are critical in researching and educating people on the causes, symptoms, and treatments of type 1 diabetes; and,

WHEREAS, the number of people in central Texas with the type 1 diabetes will continue to grow; and,

NOW THEREFORE BE IT RESOLVED that the Commissioners' Court of Hays County, duly convened and acting in its capacity as the governing body of Hays County, does hereby proclaim the week of October 24th to the 28th as "Juvenile Diabetes Awareness Week in Hays County" and urges all citizens to learn more and help children with diabetes.

AND BE IT FURTHER RESOLVED that the Commissioner's Court of Hays County supports the collaborative efforts of the community agencies in their endeavors to serve Hays County residents with type 1 and type 2 diabetes and their families.

PROCLAIMED THIS THE 25th DAY OF October, 2011

Bert Cobb
Hays County Judge

Debbie Gonzales Ingalsbe, Precinct 1

Mark Jones, Precinct 2

Will Conley, Precinct 3

Ray Whisenant, Precinct 4

Attest:

Liz Gonzalez, County Clerk

Agenda Item Request Form

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Phone (512) 393-2205

AGENDA ITEM: Approve payment of County invoices.

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

PREFERRED MEETING DATE REQUESTED: 10/25/11

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 18, 2011.

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

PREFERRED MEETING DATE REQUESTED: October 25, 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 18TH 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
ROSE ROBINSON	DEPUTY COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Chris Smith with Fellowship at Plum Creek, Kyle Texas gave the invocation and Judge Cobb led the court in the pledge of allegiance to the flags. Judge Cobb called the meeting to order.

PUBLIC COMMENTS

Constable Pct 2 James Kohler made a public comment.

28509 ADOPT A PROCLAMATION DECLARING OCTOBER 19, 2011 AS HAYS COUNTY CRIME STOPPERS DAY IN CELEBRATION OF ITS 30TH ANNIVERSARY

Sgt. Mike Wood, Hays County Crime Stoppers Law Enforcement Coordinator spoke of the 30th Anniversary celebration on October 19, 2011 from 6-8p.m at Dick's Classic Garage on Hunter Road . A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to adopt a Proclamation declaring October 19, 2011 as Hays County Crime Stoppers Day in celebration of its 30th Anniversary. All voting "Aye". MOTION PASSED

28510 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve payments of County Invoices in the amount of \$7,045,916.66 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

28511 APPROVE COMMISSIONERS COURT MINUTES OF OCTOBER 11, 2011

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve Commissioners Court Minutes of October 11, 2011 as presented by the County Clerk. All voting "Aye". MOTION PASSED

28512 AUTHORIZE INSTITUTIONAL OSSF PERMIT FOR AN OFFICE/WAREHOUSE LOCATED AT 31884 RR 12, DRIPPING SPRINGS, TX 78620, IN PRECINCT 4

Gary McGee is proposing an OSSF to serve an office/warehouse. This property is located at 31884 RR 12, Dripping Springs, Texas 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. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize Institutional OSSF Permit for an office/warehouse located at 31884 RR 12, Dripping Springs, TX 78620, in Precinct 4. All voting "Aye". MOTION PASSED

28513 AUTHORIZE INSTITUTIONAL OSSF PERMIT FOR AN OFFICE/WAREHOUSE LOCATED AT 31872 RR 12, DRIPPING SPRINGS, TX 78620, IN PRECINCT 4

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, Texas in Precinct 4. This property is .47 acres. It is an Aerobic treatment using drip irrigation dispersal designed by Don Perry, R.S. The ATU is preceded by a 500 gallon 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. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize Institutional OSSF Permit for an office/warehouse located at 31872 RR 12, Dripping Springs, TX 78620, in Precinct 4. All voting "Aye". MOTION PASSED



OCTOBER 18, 2011

VOLUME U PG 713

28514 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

The scope of services is being expanded and will require no additional funding. 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. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to 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. All voting "Aye". MOTION PASSED

28515 HOLD A PUBLIC HEARING AND ESTABLISH TRAFFIC REGULATIONS (3-WAY STOP) AT THE INTERSECTION OF GOFORTH ROAD AND BEBEE ROAD

Judge Cobb opened the public hearing. No public input was received. Public hearing was closed. Transportation Director Jerry Borcharding gave staff recommendation. 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. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to hold a Public Hearing and establish traffic regulations (3-way stop) at the intersection of Goforth Road and Bebee Road. All voting "Aye". MOTION PASSED

28516 RELEASE THE MAINTENANCE BOND AND ACCEPT FOR MAINTENANCE ALL ROAD AND DRAINAGE IMPROVEMENTS WITHIN COUNTY ROW IN MOUNT OLIVE RANCH SUBDIVISION

Transportation Director Jerry Borcharding gave staff recommendation for the acceptance for maintenance. The road segments include: Red Sky Road (3,456 Ft). A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to release the maintenance bond and accept for maintenance all road and drainage improvements within County ROW in Mount Olive Ranch Subdivision. All voting "Aye". MOTION PASSED

28517 ALLOW PLATTING EXCEPTION PURSUANT TO SECTION 232.010 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ALL OWNER(S) OF PORTIONS OF LOT 21, LOS RANCHOS SUBDIVISION

Clint Garza Development Services Director, Special Counsel Mark Kennedy and Dale Campbell made a public comment. 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 owners of the lots request that the Commissioners Court allow a 232.010 exception to plat requirement which will put their properties in compliance with Hays County regulations. Clint Garza gave no staff recommendation. A motion was made by County Judge, seconded by Commissioner Whisenant to grant a exception to platting pursuant to Section 232.010 of the Texas Local Government Code for all owner(s) of portions of Lot 21, Los Ranchos Subdivision. All voting "Aye". MOTION PASSED

28518 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

Jeff Hauff Director of Grants spoke on June 28, 2011 the Commissioners Court executed two Subaward Agreements with Texas State University for the ALERRT program. This Subawared 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 ALERRT program. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley 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. All voting "Aye". MOTION PASSED



28519 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

Kate Johnson President of the Hays County Historical Commission and Michelle Fischer from the City of Dripping Springs spoke of the unique historic attributes of Downtown Dripping Springs, representatives from the City of Dripping Springs and Hays County Historic Commissioner have discussed the possibility of hiring Terry Myers out of Austin, Texas as the consultant to assist in the nomination of Downtown Dripping Springs to the National Register of Historic Place. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley 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 not to exceed \$10,000. All voting "Aye". MOTION PASSED

An amended motion was made by Commissioner Whisenant, seconded by Commissioner Conley with \$5,000 coming from the City of Dripping Springs and \$5,000 from the Historic Commission. All voting "Aye". MOTION PASSED

28520 SELECT A CONTRACTOR AND AUTHORIZE CONCRETE REPAIRS AT THE PERSONAL HEALTH DEPARTMENT AT 401 BROADWAY STREET IN SAN MARCOS, TEXAS

Ron Knott, Building Maintenance and Transportation Director Jerry Borcharding spoke of the Personal Health Department Building approximately 260 sq ft of concrete along the back sidewalk 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 stabilization to correct the issue. There were three quotes from 1) Urrutia Concrete (2) Meyers Concrete Construction (3) Quintero Construction. The Quintero Construction proposal will correct the problem and provide for the best long term solution. Amount required \$3,800.00 – 001-695-00.5451 Bldg Repair & Maintenance. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to select Quintero Construction and authorize concrete repairs at the Personal Health Department at 401 Broadway Street in San Marcos, Texas not to exceed \$3,800 with an initial \$1,200 draw to Quintero Construction. All voting "Aye". MOTION PASSED

28521 CANCEL COMMISSIONERS COURT ON NOVEMBER 29, DECEMBER 13, AND DECEMBER 27, 2011

In past years, the cancellation of Commissioners Court the Tuesdays after the holidays, in part, since time is limited to prepare the agenda. On December 8-11, 2011 the County Clerk's Office will be closed because of moving to the new location at the Government Center and will not have time to prepare for the meeting because of the move. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to cancel Commissioners Court on November 29, December 13, and December 27, 2011. All voting "Aye". MOTION PASSED

28522 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

Commissioner Whisenant Precinct 4, Special Counsel Mark Kennedy and Michelle Fisher, City of Dripping Springs spoke of the City of Bee Caves, Hays County, and MUD No.5 are public entities whose citizens are currently serve with water service, wastewater service, or both by the portion of the LCRA Water and Wastewater System known as the West Travis Water and Water System. The PUA can serve as vehicle and instrument to acquire the West Travis County System and can acquire on behalf of some of all the sponsoring local governments, and local communities that participate by contract of inter-local agreement to preserve local control of the West Travis County System. Hays County has published notice as required by Sections 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 Public Utility Agency will not have authority to create any debt of 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 of approval for that purpose. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to consider a 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 approve the Bylaws and Directors of said PUA. All voting "Aye". MOTION PASSED



OCTOBER 18, 2011

VOLUME U PG 715

PRIORITIZE PROJECTS SUBMITTED FOR FUNDING THROUGH CAMPO

Commissioner Conley Precinct 3 and Michelle Fisher, City of Dripping Springs spoke of 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-sidewalk north side (3) SH 21 @ FM 150 - intersection improvements (4) SH 21 @ Cottonwood 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 Parkway to Joe Wimberley Blvd - hike and bike trail (9) RM 1826 @ Crystal Hill Drive - intersection improvements, new bridges (10) RM 1826 @ Darden Hill Road - intersection improvements. Projects on County Roadways: (1) Dacey 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 bridges (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 Lane to SH 21 (Simon High School) (c) Old Bastrop Hwy from SH 123 to San Marcos High School (d) Old Bastrop Hwy from E. McCarty Lane to Centerpoint Rd (San Marcos HS) (e) E. McCarty Lane from Loop 110 to Old Bastrop Hwy. (San Marcos HS).

Clerk's Note Agenda Item # 16 Re: 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 - **was pulled**

ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION

Burn ban will remain in effect.

Clerk's Note Agenda Item #18 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**

Clerk's Note Agenda Item #19 Re: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR-**was pulled**

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

This item was open together with #28522. See #28522 for the motion.

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant 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 18, 2011.



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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Accept a cash donation of \$37.52 to the Sheriff's Office Community Outreach Program.

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

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

PREFERRED MEETING DATE REQUESTED: ..

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Sheriff Gary Cutler

SPONSORED BY: Judge Bert Cobb, MD

SUMMARY:

The Sheriff's Office received a cash donation in the amount of \$37.52 and request to deposit into line item 052-618-00.5222.

DESCRIPTION OF Item: Accept a cash donation of \$37.52 to the Sheriff's Office Community Outreach Program and amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: October 25, 2011

COUNTY AUDITOR

AMOUNT: \$37.52

LINE ITEM NUMBER: 052-618-00.5222

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See attached budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FUND NO. 001
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
		<u>Increases</u>	<u>Decreases</u>	
<u>Historical Commission/Documentaries (676-00-055):</u>				
001-676-00.055.5201 General Supplies	2,000	2,020		4,020
001-676-00.055.5448 Contract Svcs	4,000	10,000		14,000
		<u>Decreases</u>	<u>Increases</u>	
001-676-00-055.4610 Contributions	0		12,020	12,020
Accept & budget donations				

FUND NO. 052
FUND TITLE: SHERIFF SPECIAL PROJECTS

<u>Sheriff Special Projects (618):</u>				
052-618-00.5222 Crime Prevention	6,200	38		6,238
		<u>Decreases</u>	<u>Increases</u>	
052-618-00.4610 Contributions	200		38	238
Accept & budget donation				

FUND NO. 171
FUND TITLE: LCRA SERVICE FUND

<u>LCRA Service Fee (691):</u>				
171-691-00.5391 Misc	0	5,438		5,438
171-691-00.5301 Operating	100,000		(5,438)	94,562
Transfer Water Quality Monitoring Program				

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Accept a grant award from the Bureau of Justice Assistance (BJA) for the Bulletproof Vest Partnership (BVP) in the amount of \$12,600.00.

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

PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED: County's portion - \$12,600 FY 2012 Budget

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-618-99-001.4301

REQUESTED BY: Hauff

SPONSORED BY: Conley

On June 28, 2011 the Commissioners' Court authorized submission of a grant application to the Bureau of Justice Assistance (BJA) in the amount of \$25,200 for 28 bulletproof vests. The Bulletproof Vest partnership program reimburses one-half (50%) of the cost of the vests. Notice of award was received via-e-mail (attached), and acceptance is done electronically.

DESCRIPTION OF Item: Accept a grant award from the Bureau of Justice Assistance (BJA) for the Bulletproof Vest Partnership (BVP) in the amount of \$12,600.00.

PREFERRED MEETING DATE REQUESTED: October 25, 2011

COUNTY AUDITOR

AMOUNT: County's portion - \$12,600 FY 2012 & FY 2013 Budget

LINE ITEM NUMBER: 001-618-99-001.4301

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Margaret Buentello

From: Bert Cobb
Sent: Friday, October 14, 2011 10:09 AM
To: Gary Cutler; Jamie Page
Cc: Jeff Hauff; Margaret Buentello
Subject: FW: Bulletproof Vest Partnership FY 2011 Award Announcement

From: owner-bvp-list@ojp.usdoj.gov [mailto:owner-bvp-list@ojp.usdoj.gov] **On Behalf Of** BVP
Sent: Thursday, October 13, 2011 6:18 PM
To: BVP
Subject: Bulletproof Vest Partnership FY 2011 Award Announcement

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2011 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP system. For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@usdoj.gov or 1-877-758-3787.

A complete list of FY 2011 BVP awards is available at: <http://www.ojp.usdoj.gov/bvpbasi/>

The FY 2011 award funds may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered on or after April 1, 2011. The deadline to request payments from the FY 2011 award funds is August 31, 2013, or until all available 2011 awards funds have been requested. Please see the following websites for a list of NIJ compliant vests:

Ballistic Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-ballistic-armor.htm>

Stab Resistant Vests: <http://nij.gov/nij/topics/technology/body-armor/compliant-stab-armor.htm>

As a reminder, all jurisdictions that applied for FY 2011 BVP funding certified during the application process that a mandatory wear policy was in place for their jurisdiction. BJA will be conducting reviews of the mandatory wear policies as funds are requested from the BVP system. For more information on the BVP mandatory wear policy, please see the FAQs here: <http://www.ojp.usdoj.gov/bvpbasi/docs/FAQsBVPMandatoryWearPolicy.pdf>

Thank You.

BVP Program Support Team

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Authorize County Judge to renew agreement between Central Texas Medical Center (CTMC) and the Personal Health Department (PHD) for CTMC to perform chest x-rays referred by the PHD Tuberculosis (TB) Control Department.

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

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

PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED: See below

LINE ITEM NUMBER OF FUNDS REQUIRED: 120.675.99.022-5448

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

This is a two year renewal of the agreement between CTMC and the PHD so that CTMC will perform chest x-rays for the TB department at the rate of \$30.00 for a one-view and \$35.00 for a two-view x-ray.

The agreement is effective October 1, 2011 through September 30, 2013, unless terminated by either party.

DESCRIPTION OF Item: Authorize County Judge to renew agreement between Central Texas Medical Center (CTMC) and the Personal Health Department (PHD) for CTMC to perform chest x-rays referred by the PHD Tuberculosis (TB) Control Department.

PREFERRED MEETING DATE REQUESTED: October 25, 2011

COUNTY AUDITOR

AMOUNT: \$

LINE ITEM NUMBER: 120.675.99.022-5448

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

The State of Texas
County of Hays

WHEREAS, the State of Texas, acting by and through the Hays County Personal Health Department hereinafter referred to as Receiving Party, has the responsibility for the treatment, cure, prevention, eradication and control of tuberculosis in the State of Texas; and

WHEREAS, Central Texas Medical Center located in Hays County, Texas hereinafter referred to as the Performing Party has trained personnel and the facilities to furnish the services listed below for the use of Receiving Party in its Tuberculosis Control Program for treatment of indigent residents of any county in Texas.

NOW, therefore, pursuant to the spirit and intent of this agreement, the Performing Party as an independent contractor agrees to render the following services, and the Receiving Party agrees to pay for such services on the following terms and conditions.

1. The Performing Party at the request of an approval by the TB Control Division of Hays County Personal Health Department or their designated representative shall furnish to the Receiving Party the following services to be used in the diagnosis and treatment of tuberculosis.
2. The Receiving Party agrees to pay for the above mentioned services at a rate not to exceed:

2-view Chest X-ray	\$35.00
1-view Chest X-ray	\$30.00
3. Billings for services rendered by the Performing Party shall be submitted to the Hays County Personal Health Department within ten (10) days following the month in which the services were rendered.
4. This contract and agreement will become effective upon the date of proper signature hereto attached and continue in effect for 2 years, and/or until terminated by either party, and upon the execution of this contract, all previous or presently existing contracts and agreements for services in the diagnosis and treatment of tuberculosis between these parties are immediately and automatically cancelled.


Either party may cancel and terminate this agreement by giving the other party written Notice to become effective thirty (30) days from the receipt of said notice.

THIS AGREEMENT, made and entered into this the 1 day of Oct, 2011, by and Between the Hays County Personal Health Department and Central Texas Medical Center in Hays County, Texas.

RECEIVING PARTY
HAYS COUNTY PERSONAL HEALTH
DEPARTMENT

PERFORMING PARTY
CENTRAL TEXAS MEDICAL CENTER

Bert Cobb
Hays County Judge


Richard D. Boggess
Vice President of Finance

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

AGENDA ITEM:

Authorize County Judge to approve amendment to current contract between AMEP and the Personal Health Department (PHD).

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

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

PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED: previously approved

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Debbie Ingalsbe

SUMMARY:

The current contract between the PHD and the Kyle OB/GYN group for physician services is with AMEP. The OB/GYN group is currently being contracted under Tri-County Clinical doing business as Kyle Parkway OB/GYN Associates.

This amendment changes the assignment from AMEP to Tri-County Clinical effective September 1, 2011.

This is just an amendment to the current contract we have, there is no change in our reimbursement rate or the doctors.

*DISCUSSION DRAFT ONLY –
SUBJECT TO CHANGE UPON LEGAL REVIEW.*

**ASSIGNMENT OF
INDEPENDENT CONTRACTOR AGREEMENT
FOR PHYSICIAN SERVICES**

This Assignment of the Independent Contractor Agreement for Physician Services at the Hays County Personal Health Department (the "Assignment") is made by and among Hays County, a political subdivision of the State of Texas, for and on behalf of the Hays County Personal Health Department ("Facility"), CTMF, Inc., a Texas non-profit corporation, d/b/a Austin Medical Education Programs ("AMEP"), for and on behalf of its physician, Jason J. Bosco, M.D. ("Physician") and Tri-County Clinical d/b/a Kyle Parkway OB/GYN Associates ("Group").

Whereas, Facility, AMEP and Physician entered into an Independent Contractor Agreement for Physician Services at the Hays County Personal Health Department effective as of August 1, 2009, for the provision of professional medical services (the "Agreement") which is still in effect; and

Whereas, AMEP and Physician desire to assign all rights and obligations pursuant to the Agreement to Group, and Group desires to accept such assignment; and

NOW, THEREFORE the parties agree as follows:

All of AMEP's and Physician's rights and obligations pursuant to the Agreement are hereby assigned to and accepted by Group, with the consent of Facility.

IN WITNESS WHEREOF, the parties have executed this Assignment to be effective as of September 1, 2011.

FACILITY

Hays County Personal Health Department

PHYSICIAN

Bert Cobb, M.D.
Hays County Judge

Jason J. Bosco, M.D.

AMEP

CTMF, Inc.

GROUP

Tri-County Clinical d/b/a Kyle Parkway OB/GYN
Associates

James O. Lindsey, M.D.
President

James O. Lindsey, M.D.
President

Agenda Item Request Form

Hays County Commissioners' Court

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

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

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

PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED: \$12,020.00

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

REQUESTED BY: Kate Johnson

SPONSORED BY: Judge Bert Cobb, M.D.

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

Budget Amendment:

Increase Revenue:	001-676-00-055.4610 – contributions:	(12,020.00)
Budget Expense:	001-676-00-055.5201 – general supplies:	2,020.00
Budget Expense:	001-676-00-055.5448 – contact services:	10,000.00

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

PREFERRED MEETING DATE REQUESTED: October 25, 2011

COUNTY AUDITOR

AMOUNT: \$12,020.00

LINE ITEM NUMBER: 001-676-00-055.4610

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FUND NO. 001
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
		<u>Increases</u>	<u>Decreases</u>	
<u>Historical Commission/Documentaries (676-00-055):</u>				
001-676-00.055.5201 General Supplies	2,000	2,020		4,020
001-676-00.055.5448 Contract Svcs	4,000	10,000		14,000
		<u>Decreases</u>	<u>Increases</u>	
001-676-00-055.4610 Contributions	0		12,020	12,020
Accept & budget donations				

FUND NO. 052
FUND TITLE: SHERIFF SPECIAL PROJECTS

<u>Sheriff Special Projects (618):</u>				
052-618-00.5222 Crime Prevention	6,200	38		6,238
		<u>Decreases</u>	<u>Increases</u>	
052-618-00.4610 Contributions	200		38	238
Accept & budget donation				

FUND NO. 171
FUND TITLE: LCRA SERVICE FUND

<u>LCRA Service Fee (691):</u>				
171-691-00.5391 Misc	0	5,438		5,438
171-691-00.5301 Operating	100,000		(5,438)	94,562
Transfer Water Quality Monitoring Program				

Agenda Item Request Form

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Phone (512) 393-2205

AGENDA ITEM: Allow out of state travel for Jeff Turner, Emergency Management Coordinator and Laureen Chernow, Hays County Communication Specialist, to attend Department of Homeland Security-United States Fire Administration's National Emergency Training Center (NETC) National Fire Academy and Emergency Management Institute courses E388: Advance Public Information Officer Course, December 5, 2011 to December 8, 2011.

CHECK ONE:	X CONSENT	ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED:

AMOUNT REQUIRED: \$234.28 each

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-656-00.5551 (Turner)
001-677-00.5551 (Chernow)

REQUESTED BY:

SPONSORED BY: COBB

Jeff Turner and Laureen Chernow have been accepted into a training program at the Department of Homeland Security-United States Fire Administration's National Emergency Training Center (NETC) National Fire Academy and Emergency Management Institute in Emmittsburg Maryland. The courses will cover topics in Homeland Security Preparedness, Response, Recovery and Mitigation to Emergencies which are necessary for continued education requirements. This program has a zero cost for travel and board with only costs for meals. Travel costs will be paid up front with travel reimbursed once the course is completed; zero room costs.

DESCRIPTION OF Item: Allow out of state travel for Jeff Turner, Emergency Management Coordinator and Laureen Chernow, Hays County Communication Specialist, to attend Department of Homeland Security-United States Fire Administration's National Emergency Training Center (NETC) National Fire Academy and Emergency Management Institute courses E388: Advance Public Information Officer Course, December 5, 2011 to December 8, 2011.

PREFERRED MEETING DATE REQUESTED: October 25, 2011

COUNTY AUDITOR

AMOUNT: \$234.28/each

LINE ITEM NUMBER: 001-656-00.5551 (Turner)

001-677-00.5551 (Chernow)

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



FEMA

September 26, 2011

Mr. Jeffrey Wayne Turner
[REDACTED]
[REDACTED]

Dear Mr. Turner:

Welcome to the Department of Homeland Security–United States Fire Administration's National Emergency Training Center (NETC) – home of the National Fire Academy and Emergency Management Institute. We are pleased to inform you that you have been accepted for:

E388: ADVANCED PUB.INFO.OFFICER COURSE
December 5, 2011 to December 8, 2011

Enclosed is a travel insert that will assist you in planning for your travel and training. Please read it carefully. Your travel dates for the above-mentioned course are December 4, 2011 and December 9, 2011.

The NETC Welcome Package contains important information pertaining to your training, transportation, lodging, reimbursement, dress code, and food service including the meal ticket prices. All students who stay on campus must purchase a meal ticket. If you have questions pertaining to meal tickets and/or food service, please feel free to contact the on-site food service contractor, Guest Services. **PLEASE READ THE NETC WELCOME PACKAGE PRIOR TO MAKING YOUR TRAVEL ARRANGEMENTS.** This package can be found at http://www.usfa.dhs.gov/downloads/pdf/NETC_Welcome_Package.pdf

Since you have been accepted into a class at NETC, lodging has been reserved for you unless you previously notified us that housing was not needed. If you are a daily commuter or an NETC employee and you will not need lodging, please notify the Housing Office upon receipt of this letter. If you are a non-DHS Federal employee, lodging will be reserved for you on the NETC campus. Please refer to the NETC Welcome Package for the cost of lodging as well as the procedures for housing non-DHS Federal employees. If you are a DHS employee, you must present a copy of your travel authorization at registration. Please refer to FEMA instructions, policies, and comptroller grams pertaining to travel to NETC. If you are a foreign student, private sector representative, or contractor to a State or local government entity, you are responsible for your own travel and per diem costs, and lodging, payable upon arrival to NETC. USFA accepts credit card payment (VISA, MasterCard, Discover, or American Express) for lodging. **PLEASE REFER TO THE NETC WELCOME PACKAGE FOR ADDITIONAL HOUSING INFORMATION.**

If you are not able to attend this course, please notify us in writing at least 1 month prior to your course start date. We have a waiting list of your colleagues who will take your place. Failure to notify us in writing may result in your restriction from NETC and NTF classes. In addition, if your responsibilities or organization change, please notify us in writing immediately. It may affect your eligibility to attend the course.

If you have any questions, please call (301) 447-1035 or NETC-Admissions@dhs.gov.

Sincerely,

Jo Ann Boyd
Admissions Specialist
NETC Management Operations and Support Services

Enclosures

DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
GENERAL ADMISSIONS APPLICATION

See Reverse for
Privacy Act Statement

O.M.B. No. 1660-0100
Expires August 31, 2013

SECTION I - GENERAL INFORMATION

1. U.S. Citizen ☒ YES ☐ NO If No, City and Country of Birth: _____

2. NAME (Last, First, Middle Initial, Suffix)
Turner, Jeffrey, Wayne

3. SOCIAL SECURITY NUMBER
[REDACTED]

4. HOME ADDRESS (Street, avenue, road no./city or town, state, and zip code)
[REDACTED]

5. WORK PHONE NO. (512) 393-7301

6. HOME PHONE NO. (512) 738-2271

7. FAX NO. (512) 393-7304

8. E-MAIL ADDRESS: jeff.turner@co.hays.tx.us

9a. ENTER COURSE CODE AND TITLE. (If you wish to apply for more than one course, please attach a sheet of paper to this application)

E388 Advanced Public Information Officer

9b. COURSE LOCATION
NETC

9c. DATES REQUESTED (Please give three choices)

12/5/11

10. COMPLETE THE ITEMS BELOW REGARDING THE PREREQUISITES OF THE COURSE FOR WHICH YOU ARE APPLYING

INSTITUTION

DEGREE/CERTIFICATE

DATE EARNED

COURSE/FIELD OF STUDY

11. DO YOU HAVE ANY DISABILITIES (including special allergies or medical disabilities) WHICH WOULD REQUIRE SPECIAL ASSISTANCE DURING YOUR ATTENDANCE IN TRAINING?
☒ NO ☐ YES (If yes, describe & indicate any special assistance required on a separate sheet)

SECTION II - EMPLOYMENT INFORMATION AND AUTHORIZATION

12a. NAME AND COMPLETE ADDRESS OF ORGANIZATION BEING REPRESENTED
Hays County Office of Emergency Management
1251 Civic Center Loop, San Marcos, TX 78666

12b. NFIRS #
(NFA STUDENTS ONLY)

13. CURRENT POSITION AND NUMBER OF YEARS IN POSITION

Emergency Management Coord. - 6yrs.

14. CHECK THE BOX(ES) BELOW THAT BEST DESCRIBE YOUR ORGANIZATION

14 a. JURISDICTION

1. ☐ STATEWIDE

4. ☐ SPECIAL DISTRICT/TOWNSHIP

7. ☐ FOREIGN

2. ☒ COUNTY GOVERNMENT

5. ☐ FEDERAL/MILITARY (non-DHS)

8. ☐ DHS/FEMA

3. ☐ CITY/TOWN/VILLAGE

6. ☐ INDUSTRY/BUSINESS

9. ☐ TRIBAL NATION

14 b. ORGANIZATION

1. ☐ ALL CAREER

2. ☐ ALL VOLUNTEER

3. ☐ COMBINATION

15. CURRENT STATUS

1. ☐ PAID FULL TIME

2. ☐ PAID PART TIME

3. ☐ VOLUNTEER

4. ☐ DISASTER RESERVIST

16. Briefly describe your activities/responsibilities as they relate to the course for which you are applying and identify how you will use the information obtained from the course. Attach an organizational chart for the organization being represented and indicate your position. If you need more space, please attach a sheet to this application. I coordinate and approve all public information statements related to any and all EOC activations within Hays County.

17. CHECK ONE BOX IN EACH COLUMN THAT BEST DESCRIBES YOUR PRESENT PRIMARY RESPONSIBILITY AND TYPE OF EXPERIENCE AS IT RELATES TO THE COURSE FOR WHICH YOU ARE APPLYING. ALSO ENTER THE NUMBER OF YEARS OF EXPERIENCE.

17a. PRIMARY RESPONSIBILITY

1. ☒ MANAGEMENT

2. ☐ TRAINING/EDUCATION

3. ☐ SCIENTIFIC/ENGINEERING

4. ☐ INVESTIGATION

5. ☐ FIRE PREVENTION

6. ☐ FIRE SUPPRESSION

7. ☐ PROGRAM/ACTIVITY

8. ☐ HEALTH

9. ☐ PUBLIC WORKS

10. ☐ DISASTER RESPONSE/RECOVERY

11. ☐ EMERGENCY MEDICAL SERVICE

12. ☐ HAZARD MITIGATION

13. ☐ EMERGENCY PREPAREDNESS

14. ☐ OTHER (Specify) _____

17b. TYPE OF EXPERIENCE

1. ☒ INCIDENT COMMAND

2. ☐ ADMINISTRATION/STAFF SUPPORT

3. ☐ SUPERVISION

4. ☐ BUDGET/PLANNING

5. ☐ PROGRAM DEVELOPMENT/DELIVERY

6. ☐ COORDINATION/LIAISON

7. ☐ PUBLIC EDUCATION

8. ☐ CODE DEVELOPMENT

9. ☐ CODE ENFORCEMENT/INSPECTION

10. ☐ SUPPORT SERVICES

11. ☐ RESEARCH AND DEVELOPMENT

12. ☐ ARSON

13. ☐ LAW ENFORCEMENT

14. ☐ DESIGN AND PLANNING

15. ☐ OTHER (Specify) _____

17c. NUMBER OF YEARS OF EXPERIENCE 6

17d. SIZE OF DEPARTMENT 1

17e. BUSINESS TYPE

1. ☐ GOVERNMENT

2. ☐ EDUCATION

3. ☐ FIRE SERVICE

4. ☐ LAW ENFORCEMENT

5. ☐ VOLUNTEER AGENCY

6. ☒ EMERGENCY MANAGEMENT

7. ☐ HEALTH CARE

8. ☐ PUBLIC WORKS

18. DATE OF BIRTH
01/18/1961

19. GENDER

☒ Male ☐ Female

20a. ETHNICITY

☐ HISPANIC or LATINO ☒ NOT HISPANIC or LATINO

20b. RACE (Please check all that apply)

1. ☐ AMERICAN INDIAN or ALASKA NATIVE 2. ☐ ASIAN 3. ☐ BLACK or AFRICAN AMERICAN 4. ☐ WHITE 5. ☐ NATIVE HAWAIIAN or PACIFIC ISLANDER

SECTION III - ENDORSEMENT AND CERTIFICATION


21a. I certify that the information recorded on this application is correct. Falsification of information will result in denial of a course certificate and stipend (18 U.S.C. 1001).

21b. I hereby authorize the release of any and all information concerning my enrollment in this course to the chief officer in charge, or designee, of my organization. All requests for information shall be in writing from said chief or designee.

21c. Further, I understand that the National Emergency Training Center (NETC), the Mt. Weather Emergency Operations Center (MWEOC), and the Noble Training Facility (NTF) are not authorized to provide medical or health insurance for students. I maintain appropriate insurance on an individual basis.

21d. I agree to abide by the rules, policies, and regulations of NETC, MWEOC, and NTF. Failure to do so will result in denial of the student stipend, expulsion from the course, and possible barring from future National Fire Academy (NFA) and Emergency Management Institute (EMI) and FEMA-wide courses.

SIGNATURE OF APPLICANT

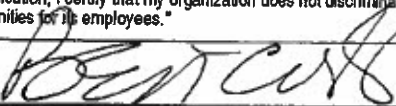


DATE
9-20-2011

22. APPROVAL BY THE HEAD OF THE SPONSORING ORGANIZATION

"By signing this application, I certify that my organization does not discriminate on the basis of age, sex, race, color, religious belief, national origin, economic status, or disability in providing educational opportunities for its employees."

22a. SIGNATURE



22b. PRINTED NAME AND TITLE

Bert Cobb, County Judge

23. ADDITIONAL ENDORSEMENTS FOR APPLICATION TO THE EMERGENCY MANAGEMENT INSTITUTE:

23a. SIGNATURE AND DATE (State Office)

23b. SIGNATURE AND DATE (FEMA Regional Office)

24a. FOR NFA REGIONAL DELIVERY COURSES AND COURSES DELIVERED AT EMMITSBURG, MD. SUBMIT APPLICATION TO:

NATIONAL EMERGENCY TRAINING CENTER
OFFICE OF ADMISSIONS, BLDG. I-216
16825 SOUTH SETON AVENUE
EMMITSBURG, MD. 21727

24b. FOR EMI AND FEMA-WIDE COURSES DELIVERED AT NETC, MWEOC, OR NTF SUBMIT APPLICATION THROUGH THE APPROPRIATE STATE EMERGENCY MANAGEMENT COORDINATOR OR FEMA REGIONAL TRAINING MANAGER TO NETC.

24c. FOR FIELD PROGRAM COURSES, SUBMIT APPLICATION TO APPROPRIATE SPONSOR.

25. DISPOSITION

☒ ACCEPTED ☐ REJECTED

SIGNATURE OF REVIEWER

DATE

EQUAL OPPORTUNITY STATEMENT

NFA and EMI are Equal Opportunity institutions. They do not discriminate on the basis of age, sex, race, color, religious belief, national origin, or disability in their admissions and student-related procedures. Both schools make every effort to ensure equitable representation of minorities and women in their student bodies. Qualified minority and women candidates are encouraged to apply for all courses.

PRIVACY ACT STATEMENT

GENERAL - This information is provided pursuant to Public Law 93-579 (Privacy Act of 1974), Title 5 United States Code (U.S.C.) Section 552a, for individuals applying for admission to NFA, EMI or any FEMA Agency-wide training.

AUTHORITY - Federal Fire Prevention and Control Act of 1974, as amended, Title 15 U.S.C., Sections 2201 et. seq.; Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, Title 42 U.S.C., Sections 5121 et. seq.; Title 44 U.S.C., Section 3101; Executive Orders 12127, 12148, and 9397; Title VI of the Civil Rights Act of 1964; and Section 504 of the Rehabilitation Act of 1973.

PURPOSES - To determine eligibility for participation in NFA, EMI and any FEMA Agency-wide training courses. Information such as age, sex, and ancestral heritage are used for statistical purposes only.

USES - Information may be released to: 1) FEMA staff to analyze application and enrollment patterns for specific courses, and to respond to student inquiries; 2) a physician to provide medical assistance to students who become ill or are injured during courses; 3) Members of the Board of Visitors for the purpose of evaluating programmatic statistics; 4) sponsoring States, local officials, or State agencies to update/evaluate statistics of NFA and EMI and FEMA-wide participants; 5) Members of Congress seeking first party information; and 6) Agency training program contractors and computer centers performing administrative functions.

EFFECTS OF NONDISCLOSURE - Personal information is provided on a volunteer basis. Failure to provide information on this form, however, may result in a delay in processing your application and/or certifying completion of the course.

INFORMATION REGARDING DISCLOSURE OF YOUR SOCIAL SECURITY NUMBER UNDER PL 93-579, SECTION 7(b) - E.O. 9397 authorizes the collection of the SSN. The SSN is necessary because of the large number of individuals who have identical names and birthdates and whose identities can only be distinguished by the SSN. The SSN is used for recordkeeping purposes, i.e., to ensure that your academic record is maintained accurately. Disclosure of the SSN is voluntary. However, if you do not provide your SSN, another number will be substituted, which will delay processing your application or course certificate.

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this form is estimated to average 9 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the needed data, and completing, reviewing, and submitting the form. You are not required to respond to this collection of information unless it displays a valid OMB control number. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC, 20472, Paperwork Reduction Project (1660-0100). **NOTE: Do not send your completed form to this address.**

2012 EMI COURSE SPECIFIC INFORMATION

CANCELLATIONS: Fax to the Admissions Office, (301) 447-1441, or email to netc-admissions@dhs.gov. If you do not notify Admissions in writing at least 30 days prior to the course start date, you may be restricted from attending EMI- or NFA- sponsored classes for 2 years.

"NETC Welcome Packet": As the applicant, **you are responsible for reading the NETC Welcome Packet** and other information contained on the website below ***before*** you make any travel plans. Otherwise, you may incur additional expenses which may not be reimbursable. This website also includes important security information that you should review before your arrival at the National Emergency Training Center (NETC). To access this and other required information, click on the file by your course code/name on the following web site page: <http://training.fema.gov/emiweb/welcomepkg.asp>

If you have any problems getting the materials from this site or you do not have access to a computer, please call Admissions at (301) 447-1035 and we will fax the materials to you.

Travel days are **SUNDAY** and **FRIDAY** for this course.

ARRIVAL: NETC provides a bus shuttle from each of the following airports and departs, *(See below box for further guidance for arrivals.)*

- **Ronald Reagan National (DCA) Airport promptly at 6:00 p.m.**
Pick up is near the Travelers' Aid Desk in Terminal 'B' (Lower Level, between Baggage Claim areas 5 & 6). Buses and vans depart from the outside lane. If you arrive in Terminal 'A' please take the Economy/Rental Car airport bus shuttle to Terminal 'B', lower level, or walk across the terminal connector and go downstairs to exit door number 5, on your left.
- **Baltimore Washington International (BWI) Airport promptly at 3:00 p.m. and 7:00 p.m.**
Pickup is near the Lower Level Baggage Areas 13 & 14. There is not a Travelers' Aid Desk in this location. Buses and vans depart from the outside lane.

DEPARTURE: Transportation departs NETC at 9:30 a.m. on Friday to either airport. ***DO NOT SCHEDULE RETURN FLIGHTS BEFORE 1:30 p.m.***

If you need bus transportation to NETC from the airports, **plan to arrive at least 1 hour before bus departure time.** Provide the bus reservations guidelines on the reverse side of this page to ensure a seat on the shuttle bus. **If you do not follow the guidelines, transportation to NETC may be at your own expense.**

Our transportation will be either a motor coach/charter bus identified with NETC signage in the front window/door, or a white passenger van with the DHS logo on the side doors. You may contact the NETC Transportation Office 1 day before your arrival to inquire as to which vehicle will be used. For security reasons, our drivers cannot leave their vehicles so **YOU WILL NEED TO LOOK FOR THE BUS OR VAN.** ***If you do not see the carrier 5 minutes prior to the pickup time, please call the NETC Transportation Office for guidance.***

If you are scheduled to use NETC transportation and your flight is delayed for any reason, please call the Transportation Office (301) 447-1113 IMMEDIATELY. The airline may be responsible for your transportation to NETC for unrelated weather delays; if they will not transport you, please contact the Transportation Office upon arrival at the airport after speaking with the airline.

----- OVER -----

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to accept the bond for fiscal surety for the revegetation of the street and drainage improvements in HighPointe subdivision, Phase 3, Section 2-B, Phase B.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:
--

REQUESTED BY: Jerry Borcharding
--

SPONSORED BY: Commissioner Ray Whisenant

SUMMARY:

HighPointe subdivision has issued a revegetation bond for \$9,023.67. The Transportation Department has inspected and recommends acceptance.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:



ALLMERICA FINANCIAL*
HANOVER INSURANCE

Bond Number 1967642

MAINTENANCE BOND

KNOWN ALL MEN BY THESE PRESENTS: That we, Rogers Construction Company, Ltd
as Principal, and THE HANOVER INSURANCE COMPANY, a corporation
established under the laws of the State of New Hampshire and having its principal office in
Worcester, MA and/or MASSACHUSETTS BAY INSURANCE COMPANY, a corporation
established under the laws of the state of New Hampshire and having its principal office in
Worcester, MA as Surety, are held and firmly bound unto BHM HighPointe, Ltd. & Hays County
as Oblige, in the sum of Nine Thousand Twenty Three
Dollars and 67/100 Dollars (\$9,023.67) lawful money of the United State of
America, to be paid to said Oblige, its successors or assigns, for which payment well and truly
to be made, we, and each of us do hereby bind ourselves, our and each of our heirs, executors,
administrators and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal entered into a contract with the BHM HighPointe, Ltd. c/o
Hanna Company dated June 2010 to HIGHPOINTE PHASE 3
SECTION 2B; Phase B; Street Improvements

WHEREAS, the Oblige has requested the Principal to furnish a surety maintenance bond in the
above mentioned penalty for the maintenance of HIGHPOINTE PHASE 3 SECTION 2B; Phase
B; Street Improvements

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said
principal shall well and truly maintain the said HIGHPOINTE PHASE 3 SECTION 2B; Phase B;
Street Improvements for a period of 12 months from the date of
final completion of the contract or the execution date of this bond (whichever is sooner) and shall
make good all defects appearing during the said 12 months period due to use of
defective materials by the Principal, then this obligation shall be void, otherwise to remain in full
force and effect.

Signed, sealed and dated this 3rd day of August, 2011.

Rogers Construction Company, Ltd

By: [Signature] Principal
Pete Kargakos
Vice President/Manager
RKZ Management, Inc.
Print name and title here:

THE HANOVER INSURANCE COMPANY

By: [Signature]
Linda K Edwards Attorney-in-Fact

MASSACHUSETTS BAY INSURANCE COMPANY

By: _____
Attorney-in-Fact

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Discussion and possible action to consider the acceptance of road construction and drainage improvements, and release of the construction bond for HighPointe subdivision, Phase 3, Section 2-B, Phase B.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ray Whisenant

SUMMARY: Staff recommends acceptance of the construction of roads and drainage improvements within Phase 3, Section 2-B, Phase B. The Transportation Department has inspected and approved the improvements. These private roads shall not be maintained by Hays County.

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

Subject: HighPointe Phase 3 Section 2-B Phase B

Dear Commissioners and Judge:

BHM HighPointe, Ltd is requesting that Hays County release the construction bond. HighPointe Phase 3 Section 2-B Phase B is a private subdivision and is not seeking inclusion in the county maintenance system. Charles R. Brigance, Jr., P.E. has submitted a concurrence letter and as-built plans as required by Hays County. I have reviewed the file regarding this subdivision and have determined that all requirements have been met per Hays County specifications.

I recommend that Hays County release the construction bond.

Respectfully,

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

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: HighPointe Phase 3 Section 2-B Phase B

SCOPE OF WORK: W X WW S/D ALL X

Owner's Name and Address

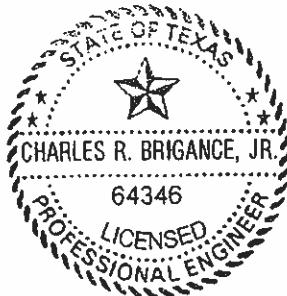
Consultant Engineer's Name
and Address

BHM HighPointe, Ltd
c/o Tim Sawtelle, Jay A. Hanna Co
on behalf of Hays Co M.U.D. No. 5
1011 N. Lamar
Austin, Texas 78703

Carlson, Brigance & Doering, Inc.
5501 West William Cannon Dr
Austin, Texas 78749

This is to certify that I, the undersigned professional engineer, or my representative, have reviewed non-City construction progress reports, logs, shop drawings as prepared by CMA Engineering, Mr. Felix Manka, P.E. and specifications as prepared by Carlson, Brigance & Doering, Inc., and test reports. On this date, I made an on-site inspection of the referenced project. No discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project by design, except those listed below. I, therefore, recommend acceptance of this project by Lower Colorado River Authority, upon satisfactory correction of the following items:

Revegetation



Seal

Charles R. Brigance, Jr., P.E.
8/22/11

Date

64346
Texas Registration Number

**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:	High Pointe <i>Pl. 3, Sec. 2-B, Pl. B</i>	DATE:	9/5/2011
OWNER:	Pulte Homes	WEATHER:	Clear
CONTRACTOR:	Joe Blande Const.	TIME:	12:00p
INSPECTOR:	Todd Spencer		

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

1. Reveg Bond Required



Todd Spencer, Construction Inspector_____
9/5/2011
Date

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWERS OF ATTORNEY
CERTIFIED COPY

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

LINDA K. EDWARDS, ROBERT C. FRICKE, CYNTHIA GIESEN, DOUGLAS J. WEALTY, WESLEY M. PITTS

of Austin, TX and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated

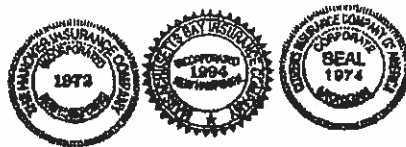
any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Million and No/100 (\$20,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

"RESOLVED, That the President or any Vice President, in conjunction with any Assistant Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surely any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by a Vice President and an Assistant Vice President, this 18th day of February, 2011.

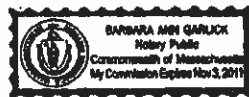


THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Mary Jeanne Anderson
Mary Jeanne Anderson, Vice President
Robert K. Grennan
Robert K. Grennan, Assistant Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 18th day of February, 2011 before me came the above named Vice President and Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Harlick
Notary Public

My commission expires on November 3, 2011

I, the undersigned Assistant Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

"RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Assistant Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile." (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 3RD day of August, 2011.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

Stephen L. Braut
Stephen L. Braut, Assistant Vice President



The Hanover Insurance Company | 140 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 140 Lincoln Street, Worcester, MA 01653

COMPLAINT NOTICE - TEXAS

**FOR INFORMATION, OR
TO MAKE A COMPLAINT, CALL:
1-800-252-3439**

**PARA INFORMACION, O
PARA HACER UNA QUEJA, HABLE:
1-800-252-3439**

COMPLAINT NOTICE - TEXAS

Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the policy, bond or certificate. If the problem is not resolved, you may also write the State Board of Insurance, P.O. Box 149091, Austin, Texas 78714-9091. FAX# (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this policy, bond or certificate.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

11-4-36 Resubdivision of a portion of Lot D-15, Douglas Estates (1 lot). Discussion and possible action to approve preliminary plan; call for public hearing November 22, 2011.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Roxie Botkin

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

SUMMARY:

Douglas Estates is a recorded subdivision located off of Bell Springs Road in Precinct 4. The subdivision was originally platted in 1974 with 40 lots. There are currently 90 taxable parcels on the CAD records.

Lot D-15 was divided by metes and bounds rather than the requisite plat revision in 1996 and is thus considered a non-compliant parcel. The resubdivision of a portion of Lot D-15 will create lot D-15R (6.01 acres) and will allow that portion of the lot to be developed. The owner of the remaining portion of the lot has been notified and declined to be involved in the replat.

Lot D-15R will be served by a private well and on-site sewage facility at the time of development.

A SUBDIVISION IN HAYS COUNTY, TEXAS
VOLUME 1, PAGES 282-287, HAYS COUNTY PLAT RECORDS

A SUBDIVISION IN HAYS COUNTY, TEXAS

A SUBDIVISION IN HAYS COUNTY, TEXAS
VOLUME 1, PAGES 282-287, HAYS COUNTY PLAT RECORDS

z Gonzales, County Clerk, Hays County, Texas

STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS, That I, Russell A. Potts, Jr., a Registered Agent and Licensed Surety in the State of Texas, do hereby certify that this copy of the original of the above captioned instrument is a true and correct copy of the original as the same is now on file in my office, and that the same is a true and correct copy of the original as the same is now on file in my office, and that the same is a true and correct copy of the original as the same is now on file in my office.

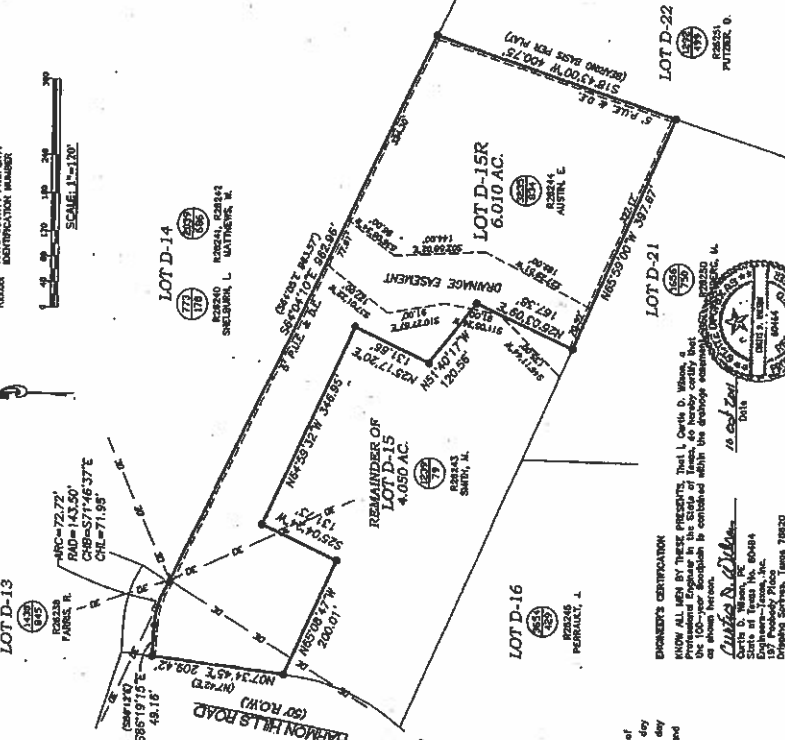
Witness my hand and the seal of my office this 10th day of June, 1910.

Russell A. Potts, Jr.
Agent

10/10/11 Date

SEAL OF THE STATE OF TEXAS
COUNTY OF TARRANT

Driftwood Surveying
Professional Land Surveyors — Surveying the NW Coast
P.O. Box 379
Westport, TX 75778
TEL (512) 917-7222
www.driftwoodsurveying.com

[illegible]

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and possible action to authorize payment of \$398.00 to Avatt Services, Inc. for services performed at the Hays County Annex and requested by the Building Maintenance Department.

CHECK ONE:	X CONSENT	ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED:

AMOUNT REQUIRED: 398.00

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: KNOTT

SPONSORED BY: COBB

A purchase order must be issued for invoices totaling \$300 or more. Therefore, the invoice cannot be paid until approved by Commissioners Court.

DESCRIPTION OF Item: Discussion and possible action to uthorize payment of \$398.00 to Avatt Services, Inc. for services performed at the Hays County Annex and requested by the Building Maintenance Department in which a purchase order was not obtained.

PREFERRED MEETING DATE REQUESTED: October 25, 2011

COUNTY AUDITOR

AMOUNT: \$398.00

LINE ITEM NUMBER: 001-695-00.5411

COUNTY PURCHASING GUIDELINES FOLLOWED: No

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: Violated County purchasing policy.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio St., Ste 100

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.co.hays.tx.us

Bill Herzog, CPA
County Auditor
bherzog@co.hays.tx.us

Marisol Villarreal-Alonzo, CPA, CIO
Assistant County Auditor
marisol.alonzo@co.hays.tx.us

MEMORANDUM

September 30, 2011

To: Ron Knott

Building Maintenance

From: Bill Herzog, CPA

Hays County Auditor

Please find the attached invoice from Avatt Services, Inc. totaling \$398.00. This invoice was submitted to the Auditor's office for payment without the issuance of a purchase order. In accordance with County policy, a purchase order must be issued for invoices totaling \$300 or more. Therefore, this invoice cannot be paid until you go before Commissioners' Court and obtain the Court's approval for payment. Once approval is granted by the Court, please resubmit this invoice for payment.

Please remind your staff to contact Cindy or Sarah in the Purchasing Office at 393-2271 in order to obtain a purchase order for purchases totaling \$300 or more. You may contact my office if you have any questions or need additional information.

Thank You.

Enclosure

AVATT SERVICES, INC.

340 CR 260
Liberty Hill, Tx 78642
Ph: 512-515-5580
Fax: 512-515-6829
TACLA26518C
TECL26042

INVOICE

DATE

9/29/2011

INVOICE #

0000006470

CUST #

0000136

BILL TO:

Hays County
Hays County Auditor's Office
111 E San Antonio St. Ste. 100
San Marcos TX 78666

SHIP TO:

Hays County
Building Maintenance
2019 Clovis Barker Dr.
San Marcos TX 78666

03

PURCHASE ORDER		TERMS	SALES PERSON	
		NET 30	Ricky T	
QUAN	DESCRIPTION	PRICE EACH	AMOUNT	
	9/29/2011 2:20:27 PM - ANNEX BUILDING - 3rd Floor Rooftop A/C-Back Unit - Technician picked up warranty motor. Pulled parts up to roof. Tech took unit apart and pulled out blower. Replaced motor and put blower back into unit. Put back together and turned on. Tech took motor back for warranty and to get credit form and paperwork. Motor under Warranty			
	Back RTU: Make: Goodman M# GPH1360M21AA S# 0611620429			
1.00	FREIGHT CHARGES	20.00	20.00	
7.00	Labor	54.00	378.00	
TOTAL			\$398.00	

Texas Department of Licensing and Regulation

P.O. Box 12157, Austin Texas 78711-2157

800-803-9202 OR 512-463-6599

<http://www.license.state.tx.us>

[Total Work]

OCT 11

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Discussion and Possible Action to authorize the Department of Human Resources to modify the job description and title of the current District Attorney's Office "Administrative Assistant III – Legal Office Administrator" position, making it an "Administrative Assistant IV – Executive Administrator" and placing it at a Grade 112.

TYPE OF ITEM: MISCELLANEOUS

PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED: None – Due to Salary Savings

LINE ITEM NUMBER OF FUNDS REQUIRED: General Fund - Salary

REQUESTED BY: TIBBE/KENNEDY

SPONSORED BY: COBB

SUMMARY: The job description for the position in question has not been updated since 2009. In 2009, the D.A.'s Office instituted a Divisional structure and named "Division Leads" who were graded as "Admin III" positions. The Grade for those position is a 110. Administration from the D.A.'s Office feels that the Administrator that manages those Grade 110 positions and the positions under the Division Leads should be at a higher grade than 110. There is not currently an "Admin IV" position, but conversations with HR staff have lead counsel to conclude that the present case is perhaps a good basis for creating an "Admin IV" position.

HAYS COUNTY JOB DESCRIPTION

Position Code: 0271
Grade: 112
FLSA: Non-exempt

Prepared by: District Attorney
Updated October 2011

Administrative Assistant IV – Executive Administrator

Essential Functions include the following. (Essential functions, as defined under the Americans with Disabilities Act, may include the following tasks, knowledge, skills, and other characteristics. This list of tasks is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class.) Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Provide strategic and tactical direction to lower level directors, managers and supervisors in the District Attorney's Office. Delegate and review the management of work assignments, delivery of services and resources provided and the appropriate budgets required. Ensure the training, evaluation and personal development of employees; handle difficult problems; monitor the department resources; and ensure the compliance with policies and procedures.

Responsibilities

- Directly responsible for the administrative management of all clerical and professional support staff in the District Attorney's Office.
- Initiates and/or reviews management analysis or problem solving of issues affecting the department. Assesses the effectiveness of service delivery methods, identifying opportunities for improving service and implementing improvements.
- Directs the development of, and monitors the implementation and impact of applicable policies.
- Maintains good working relationships with other agencies, county, state and federal departments and keeps staff informed of joint ventures and resources.
- Coordinates activities and programs with other departments and outside agencies and organizations to expedite work and improve interdepartmental performance using tact and diplomacy.
- Administers and supervises department and personnel matters which include hiring, employee review/evaluation, motivation, approving leaves and new hire training, and recommending continuing education opportunities that are available for District Attorney staff.
- Handles or oversees personnel matters including disciplinary actions and resolution of departmental employee disputes after receiving direction from elected official/first assistant/division chief(s).
- Acts as resource for staff questions regarding customer, client or citizen issues, policies, etc.
- Directs the development and administration of the department's annual budget, including capital and fixed cost expenditures. Monitors costs and levels of staffing, equipment, materials and supplies and monitors and approves expenditures as well as implements cost saving programs.
- Maintains a good working knowledge of skills, processes and best practices and/or legislative initiatives, regulations or activities in area of responsibility.
- Performs all other related duties involved in the operation of the District Attorney's Office as assigned or required.
- Manages sick day and vacation day records for all staff.
- Manages the District Attorney's office budget in accordance with county policy and the statutory requirements of the Texas Local Government Code governing purchasing.

- Authorizes payment vouchers for the District Attorney, Voca and Vawa Grants.
- Formulates annual budget proposal.
- Prepares and submits State Comptroller Vouchers quarterly.
- Prepares 1099 information on vendors paid from discretionary funds for submission to the Auditor annually.
- Performs Notary Public services for the District Attorney.
- Logs in and keeps statistics on all offense reports delivered to the District Attorney's office.
- Assists District Attorney in Grand Jury proceedings and maintains accurate records of cases presented.
- Monitors the review of criminal indictment drafts by staff and prepares indictments as required by law and the facts of each case.
- Prepares and manages personnel paperwork and files.
- Responsible for supply and equipment inventory.
- Monitors safety of equipment and office procedures.
- Assists support staff with the public and difficulties that arise in dealing with defendants and their related issues.
- Formulates and presents agenda items to Commissioner's Court regarding budget and grant issues.
- Coordinates with the Auditor, Purchasing, Computer Services, Grants Administrator, Grants Auditor, Treasurer, Attorney General, State Comptroller and Governor's office regarding District Attorney business.
- Secures and confirms registration and hotel reservations for continuing legal education seminars throughout the year.
- Prepare and manage documentation for annual internal and external audit of discretionary fund accounts.
- Prepares legal pleadings for all extraditions and coordinates with the Chief Assistant District Attorney, Sheriff's and Governor's office staff with the process of extradition.
- Performs all other related duties involved in the operation of the District Attorney's Office.

DECISION MAKING:

This position works on problems and group assignments of varying complexity. Analyzes and reviews data utilizing complex analytical skills. Incumbent exercises judgment and discretion within defined policies and procedures, considers recommendations and then determines course(s) of action. Plans and assigns staff for given projects or tasks. Reviews and evaluates staff.

Qualifications

- Knowledge of Texas Local Government Code and how the code governs purchasing procedures;
- Knowledge of Commissioner's Court Proceedings, rules and regulations;
- Knowledge of rules and regulations related to court procedures including Texas Rules of Civil Procedure, Code of Criminal Procedure, Penal Code, Traffic Code, etc.;
- Knowledge of County and District Court Local Rules and other related policies;
- Knowledge of basic legal terminology;
- Knowledge of basic arithmetic, statistics including add, subtract, multiply, divide, decimals and percents;
- Knowledge of Quick Books Pro 2002 Software;
- Knowledge of Microsoft Office 2000 Software including, Access, Word, excel and power point;
- Skill in the operation of a variety of office equipment, including personal computer, facsimile, typewriter, photocopier, telephone, etc.;
- Skill in preparing a variety of legal pleadings and conforming to all rules of Court and Statutory Procedures;

- Skill in planning, organizing and coordinating the activities of support staff;
- Skill in expressing oneself clearly and concisely, both orally and in writing;
- Skill in setting a management climate for professionalism and for positive employee moral and motivation; and
- Skill in establishing and maintaining effective working relationships with attorneys, litigants, defendants, Court Personnel, Administrative Offices and the public;

Education and/or Experience

High School diploma and completion of legal secretary or paralegal program or equivalent, and two years legal secretarial or related experience, with six months supervisory experience; or three years experience in the legal profession serving as a legal secretary, paralegal or related with six months supervisory experience; or any equivalent combination of experience and training.

Other Qualifications, Certificates, Licenses, Registrations

- Paralegal Certification
- No Criminal History
- Must attend TLETS training if not currently certified
- Bilingual preferred (Spanish/English)

Guidelines

The Administrative Assistant III uses judgment in locating and selecting the appropriate guidelines such as Hays County policies and procedures, state and federal regulations, established precedents, and work directions. This employee may interpret and adapt these guidelines for application to specific cases and problems. The Administrative Assistant III must analyze the results and recommend changes. This position must have a strong work ethic. The Administrative Assistant III must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude.

Emotional Demands

This position must handle a stress level of planning, coordinating, and advising on work efforts trying to resolve operating problems by influencing or motivating members of the general public and Hays County departments. The Administrative Assistant III meets with contacts in a structured setting at Hays County facilities. The contacts are generally cooperative and working toward mutual goals.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to use his/her hands to finger, handle, or feel; and talk or hear. The employee is occasionally required to stand and walk. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in a normal office setting. The employee is occasionally exposed to health or physical hazards such as violent or contagious individuals.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or not reason.

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law.

Employee Signature

Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve appointment of Pamela McAfee to the Jacobs Well Natural Area Stakeholders Group.

CHECK ONE: ☐ CONSENT ☐ \surd ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Commissioner Whisenant

SPONSORED BY: Commissioner Whisenant, Pct. 4

SUMMARY: See attached resume.

Pamela McAfee

Personal Information

- I was born in Austin, Texas and am a 4th generation Texan.
- I graduated from McCallum High School and attended the University of Texas.
- I have been married to Scott McAfee since May of 1987. We have two children ages 23 and 19. We live on and operate the ranch that has been in my family for over 100 years. We were recently awarded the State of Texas Family Land Heritage Award.

Professional Information

- I have been a residential and farm & ranch Realtor[®] for Graves & Associates, an Austin based boutique real estate company since 1996. Graves & Associates sells properties throughout Austin and the greater Austin area. I am currently a member of the Austin Board of Realtors, Austin/Central Texas Realty Information Service (ACTRIS) and recently obtained the Certified Negotiation Expert designation (CNE).
- Prior to becoming a Realtor I worked as a Legal Assistant for 11 years.
- I am also a certified Mediator.

Volunteer Activities:

- 2011 appointment to the Texas Farm and Ranch Lands Conservation Council.
- Heritage Circle (HC) Board Member. HC is an arm of the Friends of the Pound House. HC promotes the Dr. Pound Historical Farmstead and history in and around Dripping Springs.
- CASA Volunteer. I am appointed on a case by case basis as a Guardian Ad Litem for children who have been removed from their home. I have just finished with an assignment and am currently not assigned to a case. Previous case concluded 9/2010.
- Member of the Dripping Springs Women's Group.
- Committees/Boards I have served on in the past but am not currently serving on:
 - Friends of the Library, Board Member
 - Homes Tour benefitting the Friends of the Library, Chair (5 years)
 - PTA President (3 years)
 - Various PTA and school district committees (16 years)
 - Various committees for The Episcopal Church of the Holy Spirit
 - Treasurer for Booster Club
 - Dripping Springs Rotary Club, Charter Member
 - Dripping Springs Educational Foundation Member

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 designate the south door of the Hays County Government Center at 712 South Stagecoach Trail, as the location for posting public notices and holding public sales of real property. Effective date January 3, 2012.

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

PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Liz Gonzales

SPONSORED BY: Debbie Ingalsbe

SUMMARY: Pursuant to Texas Property Code § 51.002 (a), the Court needs to take action to move postings of public notices and sales.

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 have counsel execute a letter of termination to Lynx Property Services for the lease of property located at 700 N. LBJ, San Marcos, TX 78666 (Adult Probation).

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: KENNEDY

SPONSORED BY: CONLEY

SUMMARY: Adult Probation is moving to the new Government Center in December and will no longer require the lease space. The current lease expired on April 1, 2011 and Hays County utilized its option to go month to month. The agreement requires a 60 day notice of termination.



Lynx Property Services

Lynx Property Services ~ 2101 South IH-35, Suite 220 ~ Austin, TX 78741
Phone (512) 326-2722 ~ Fax (512) 326-2723 ~ Website: lynxpropertyservices.com

Lease Extension Period:

This Agreement is hereby subject to a month to month extension at the option of Tenant, beginning April 1, 2011. Tenant may opt to extend this lease by providing written notice to Landlord at least sixty (60) days in advance of the start date for the extension period. During the extension period, Tenant must pay rent equal to the Base Monthly Rent cited in this Agreement plus five percent (5%). Tenant or Landlord may terminate the lease during the extension period by providing Landlord or Tenant sixty (60) days' written notice of said termination.

All other terms and conditions to the original lease term will remain in force and effect.

LESSEE AND LESSOR HEREBY AGREE TO THIS ADDENDUM TO LEASE DATED 3/1/07 BETWEEN SAN MARCOS CENTER AND HAYS COUNTY, AS IS EVIDENCED BY THEIR DULY AUTHORIZED SIGNATURES BELOW.

Lessee: [Signature]

By: Judge Elizabeth Sumter

Its: Hays County Judge

Date: _____

Lessor: SAN MARCOS Center

By: [Signature]

Keith Whittington

Its: Prop. Mgr. Lynx Property Serv.

Date: 7-23-09

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 sign the agreements for the Law Enforcement Center Fire Alarm System and the Security System.

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

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

PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Commissioner Will Conley

SUMMARY:

DESCRIPTION OF item: Discussion and possible action to authorize the County Judge sign the agreements for the Law Enforcement Center Fire Alarm System and the Security System.

PREFERRED MEETING DATE REQUESTED: October 25, 2011

COUNTY AUDITOR

AMOUNT: \$ 0 FY 2012 Warranty

LINE ITEM NUMBER:

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: Service maintenance fees start in FY 2013. The warranty covers FY 2012

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Lon Shell

From: Codi Newsom [cnewsom@broaddusassociates.com]
Sent: Thursday, September 29, 2011 2:11 PM
To: Will Conley; Jennifer Anderson
Cc: Brad Robinson; Julie Villapando; Jamie Page; Gary Cutler; Naomi Narvaiz; Yvette Johnson; Brenda Jenkins
Subject: LEC Fire Alarm & CCTV Security System Service Agreements - Approval Required
Attachments: 110817 Fire Alarm Service Contract-MCS-revised.pdf; 110726 Security Service Contract-MCS-Revised.pdf

Importance: High

Commissioner Conley,

The new CCTV Security System and Fire Alarm System (both installed by separate divisions of MCS) at the LEC will be complete by the end of October. Both systems will be under warranty for the 1st year after completion; however, as we discussed before, a service/maintenance agreement for both would be advantageous to the County and take the burden off of the maintenance department for the future. In addition, the City Fire Marshal, Kenneth Bell, recommended a service agreement for the fire alarm system be put in place.

Please review the proposed Service Agreements from MCS for both systems. The Sheriff's Office has reviewed and feel comfortable with both agreements. The annual cost for each agreement would need to be funded from the Sheriff's department's annual budget starting with FY2013. I've included a summary of both agreements below to highlight the primary services; however, please review the attached agreement for all details.

FIRE ALARM SYSTEM:

Total cost of \$22,900 (\$5,725.00 annually after year 1) over the course of the first 5 years which include testing/inspections and service maintenance.

Testing/Inspections: (over 5 year period) – Note these inspections are required; currently AAA is providing the inspections.

- Annual Fire Alarm
- Detector Sensitivity Testing
- Annual Fire Sprinkler Wet/Dry Riser (1 wet riser)
- Annual Fire Backflow
- Annual & Semi-Annual Kitchen Hood (1 Ansul)
- Annual Extinguisher (up to 75 units)

Service Agreements:

- 1st year: 100% warranty; included with installation
- 2nd-5th years: (\$5,725 annually)
 - (2) Normal Hours Service Calls (1 tech) – 2 labor hours and travel time
 - (1) After Hours Service Calls (1 tech) - 2 labor hours and travel time
 - Service calls after 2 labor hours will be billed at \$110/hr (1 tech) and \$190/hr (2 techs) for Normal Hour Service Calls and \$160/hr (1 tech) and \$260/hr (2 techs) for After Hour Service Calls
 - All parts needed for repairs will be supplied from customer's stock or purchased separately with a 15% discount of MCS' normal rate, currently 50%.

CCTV SECURITY SYSTEM:

Total cost of \$15,000 (\$3,750.00 annually after year 1) over the course of the first 5 years.

Commission Testing and Preventative Maintenance: (over 5 year period)

- 1st year: 100% warranty; included with installation
- 2nd-5th years: (\$3,750 annually)
 - (2) Technicians for (16) hour period to perform a complete test and inspection which also includes cleaning of electronic components, minor repairs and adjustments, and cleaning and adjusting of camera locations as needed by the Owner.
 - (1) Preventative Maintenance Call – all labor and expenses required included; any materials will be supplied by attic stock or purchased separately at a discounted rate
 - (1) Emergency Service Call - all labor and expenses required during normal hours included; any materials will be supplied by attic stock or purchased separately at a discounted rate
 - All parts needed for repairs will be supplied from customer's stock or purchased separately with a 10% discount.
- The Optional Detention Hardware Program included in the agreement is not being recommended and will not be included in the final agreement.

Please review all other details. If acceptable, please approve as required by the County. Again, both agreements will need to be funded from the HCSO's annual operating budget.

Please feel free to call with any questions.

Codi M. Newsom, P.E., LEED[®] AP
BROADDUS & ASSOCIATES
Office 512-329-8822
Direct 512-347-3653
Mobile 512-418-6559
Fax 512-853-5559
www.BroaddusAssociates.com

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Metroplex Control Systems
12918 Delivery Drive
San Antonio, TX 78247
Phone: 210-798-2985
Fax: 210-798-3969
mcsfiresecurity.com

August 17, 2011

Hays County Law Enforcement Center
1307 Uhland Road
San Marcos, TX 78666

Thank you for giving MCS the opportunity to quote the Test and Inspection services for **Hays County Law Enforcement Center**. To make certain we are on the same page we have provided a definition of our inspection procedures under the Definition of Inspections section of this agreement.

We would like to inform you that MCS has adopted a new testing process that is changing the way inspections are done in our industry. While inspecting your system, we will be performing a unique procedure that will allow us to provide you with detailed information about the equipment in your building. Your equipment will receive a unique barcode which we scan during the time of inspection. Using our inspection software, we will document your device information, such as manufacturer name, model number, installation date, and location in the building. This information becomes part of your **Inspection Certificate** which is made available to you online through our secure website.

Appropriate personnel in your company will be provided an online log-in ID and password which enables them to view, download, print, and email the Inspection Certificate. Part of your certificate will include an **Inspection Report** that documents what devices we tested, and an **Inventory Report** which gives a detailed inventory of the equipment in your building. If applicable, you will also receive a **Discrepancy Report** that explains any failures, with applicable NFPA Code References, and a **Proposed Solutions Report** that includes pricing to repair those system failures. Additional reports such as **Sound Testing**, **Detector Sensitivity Testing**, and **Battery Testing** will also be included.

Another great feature of our online reporting system is the accountability from us to you in regards to device testing. As stated before, when our inspectors test a device they must also scan that device's unique barcode. The scanner they use requires that they be within 6 inches of the device. The time of scanning is recorded and provided on the Inspection Report for you to view. This **time stamp** gives you the assurance that our inspectors are testing each device and that none are missed.

As you may know, not all inspections are the same and we will prove it to you. Once again, thank you for this opportunity and we look forward to serving you by helping to keep your buildings safe and in compliance. Please feel free to contact me if you would like a demonstration of our reporting system, or if you have any questions or comments.

Kindest regards,

Marcus A. Rocha
Service Sales Representative

MCS Fire & Security
12918 Delivery Drive
San Antonio, TX 78247

210-416-1111 : Mobile
210-798-2969 : Office
210-798-3969 : E-Fax
mrocha@mcsfiresecurity.com

Customer Initial _____

INSPECTION AGREEMENT**Customer:**Hays County Government
San Marcos, TX 78666**Service Location:**Hays County Law Enforcement Center
1307 Uhland Road
San Marcos, TX 78666**Coverage Period:**

TBD (Years 2, 3, 4, & 5 after installation)

Total Annual Investment:

\$22,900.00 (\$5,725.00 annually)

Scope of Service:

- ☒ Annual Fire Alarm (EST 3)
☒ Detector Sensitivity Testing
☒ Annual Fire Sprinkler Wet/Dry Riser (1 wet riser)
☐ Annual Fire Pump
☒ Annual Fire Backflow (1 backflow)
☐ Annual & Semi-Annual Suppression
☒ Annual & Semi-Annual Kitchen Hood (1 Ansul)
☒ Annual Extinguisher (Up to 75 units)
☐ Annual Emergency/Exit Lights
☐ Maintenance Agreement
☒ Service calls: (see Exhibit/Addendum)

Pre-Authorized Repair Amount:

Amount: \$

Customer Initials:

Date:

Should MCS find any discrepancies during the inspection, the Customer authorizes correction such discrepancies up to the dollar amount indicated above. This amount is valid during the coverage period of this agreement. Repairs requiring a permit will be quoted separately and are not covered by this pre-authorized amount.

Customer Acceptance:

In consideration of the price set forth above, and subject to MCS management approval, MCS agrees to provide and Customer agrees to accept the Inspection Agreement ("Agreement") as described by the Terms and Conditions. No waiver, change or modification of any terms of this Agreement shall be binding on MCS unless made in writing and signed by an officer or authorized manager of MCS. In addition, MCS and Customer agree to be bound by the Terms and Conditions of this Agreement and any attachment, incorporated herein by reference and listed below. The price of services is payable upon receipt of invoice, plus any taxes, including sales taxes, fees, or charges that are imposed by any governmental body relating to the installation or service provided under this agreement.

MCS Signature:**Printed Name:** Marcus A. Rocha**Title:** Service Sales Representative**Office #:** 210-798-2969**Mobile #:** 210-416-1111**Fax #:** 210-798-3969**Email:** mrocha@mcsfiresecurity.com**Date:** 08/17/2011**Customer Signature:****Printed Name:****Title:****Office #:****Mobile #:****Fax #:****Email:****Date:****PO#:**

Customer Initial _____

TERMS AND CONDITIONS

1. Term:

The initial term of this Agreement shall commence on the Effective Date. At the conclusion of the initial term, this agreement shall automatically extend for successive terms equal to the initial term unless either party gives written notice to the other party at least thirty (30) days prior to the end of the then current term.

2. Pricing:

The pricing set forth in this Agreement is based on the devices listed under the "Quantity of Devices to be Tested" section of this Agreement, and the services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price may, upon MCS' discretion, be increased accordingly. MCS may also increase prices, upon notice to the Customer or annually, to reflect increases in material and labor costs.

3. Reports:

When inspection and/or test services are selected, such inspection and/or test shall be completed on MCS' then current Report form, which shall be provided to Customer, and, where applicable, MCS may submit a copy thereof to the local Authority Having Jurisdiction. The Report and recommendations are only advisory in nature and are intended to assist the Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the system(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the system(s), equipment, and components lies with the Customer.

4. Eligibility and Initial Inspections:

This Agreement assumes the system covered to be in maintainable condition. If repairs are found necessary upon initial inspection, repair proposals will be submitted for approval. Should these proposals be declined, customer understands system may not meet State or Local standards and will be tagged accordingly. It is understood that repair, replacement, and emergency service are not covered by this Agreement unless specifically indicated under Services. All services under this Agreement will be performed during the normal working hours and days of MCS unless specifically outlined as a special provision to this Agreement.

5. Access to Equipment:

Customer shall provide MCS with full and free access to the System to perform service thereon. If the nature of the service requires, then Customer shall provide MCS with access to all spaces containing other system equipment and qualified technical personnel of which the System interfaces. The Customer will assist by providing the necessary ladders and/or lifts to reach any equipment located at or above 8 feet unless specifically outlined as a type of service.

6. Service and Parts Exclusions:

- Electrical work external to the System unless specifically noted in the Exhibit/Addendum
- Repair or adjustments to any System or parts thereof not listed in the Exhibit/Addendum
- Paper, ribbons, disk, tapes, bulbs, lamps, fuses, filters, etc. used for the operation of the System unless specifically noted in the Exhibit/Addendums
- Modifications or enhancements to any software, firmware or hardware unless specifically noted in the Exhibit/Addendum
- Service is covered from normal wear and tear, not covered for any acts of nature
- Overtime work or testing unless specifically noted in the Exhibit/Addendum
- Performance or payment bond
- Temporary power, lighting, site water or trash removal
- Any concrete work and all 120 volt work
- Providing when required 2 phone lines at Fire Alarm Control Panel
- Any painting or patching
- Any programming for a third party monitoring service and any Fire Alarm Panel/ Security Panel programming
- Any additional devices required by the AHJ
- Moves/adds/changes to system(s)
- System(s) under construction
- Batteries

7. Responsibilities of Customer:

- Maintain and operate System for its intended use and purpose.
- To provide necessary equipment to reach inaccessible equipment and peripheral devices. If needed, MCS can provide a lift at the then current daily rate cost plus an additional processing fee. There is also a delivery charge for each delivery/pickup at current daily rate charge.
- Supply suitable electrical supply service, standard 120V.
- In the event of an emergency or system failure, reasonable safety precautions will be taken to protect life and property during the period of time from when MCS is first notified of the emergency or failure and until such time as MCS notifies the Customer that the system is operational or that the emergency has cleared.

TERMS AND CONDITIONS

(Continued)

8. Services Response:

- Period of On Call by MCS is 24 hours a day, 7 days a week. Normal response is within 24 hours and/or the next normal work day, Monday through Friday, excluding Holidays.
- For service needs during normal working hours, 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding Holidays, please call, email, or fax MCS.
- For service needs after normal hours, including Holidays, call MCS Dispatch at (210) 798-9550 and ask for the on-call technician to call you back immediately.
- All emergency calls are subject to additional charges if not provided for under this Agreement and additional charges for labor shall be to the nearest one-half (1/2) hour, 1 hour minimum. When the Maintenance Agreement option is selected the following charges will apply: After hours charge is \$110.00 per hour (standard rate is \$160.00). Holiday hours charge is \$160.00 per hour (standard rate is \$210.00). If Maintenance Agreement is to cover After Hours and Holiday charges, it shall be noted on Exhibit/Addendum.

9. Scheduling:

In the event the Customer cannot comply with the agreed to date of inspection, a minimum rescheduling fee of \$260.00 can be charged at MCS' discretion.

10. Insurance:

MCS shall maintain in effect workman's compensation insurance.

11. Taxes:

All charges listed within are exclusive of any and all federal, state, municipal, or other government, excise, sales, use, property, occupational, or like taxes now in force or enacted in the future, and therefore are subject to an increase equal in the amount of tax MCS may be required to collect or pay upon the sale or delivery of services or goods hereunder.

12. Disclaimer of Warranty and Limitation of Remedies:

Customer understands and agrees as follows:

- MCS shall not be liable for any loss or damage caused by delay in furnishing equipment, products, services or any other performance under or pursuant to this Agreement.
- MCS is not an insurer and that the payments herein named are based solely upon the value of the services herein described and it is not the intention of the parties that MCS assume responsibility for any loss occasioned by malfeasance or misfeasance in the performance of the services under this Agreement or for any loss or damages sustained through burglary, theft, robbery, fire or other cause or liability on the part of MCS by virtue of this relation hereby established. MCS shall not be liable as an insurer of persons, life, limb or property, or liable to anyone whomsoever for the death of or injury to any person or any loss or damage which may at time be occasioned, solely or in part, by or because of the improper working of any equipment, device or connecting circuit, or by or because of the failure of a signal to be received at a control station or by or because of any delay in sending a service representative to the premises to ascertain the cause of signal loss, or by or because of any negligent failure to act on the part of MCS, its employees or agents, or for loss or damage by or because of non-performance or delay caused by strikes of MCS employees or the employees of others or by or because of other labor disturbances, riots, war, authority of law, or acts of God or the public enemy.
- MCS is not liable for Air Conditioning Equipment & Controls.
- MCS will provide a list of equipment which is covered under this agreement in the inspection report when the inspection has been completed.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. Delinquency:

Should the Customer fail to pay any charges when due and payable, Customer agrees that Customer shall pay a late payment charge of 1.5% per month, but not in excess of the lawful maximum, on the balance of the unpaid charges. Customer also agrees to pay MCS' cost and expense of collection, including reasonable attorney's fees. MCS reserves the right to discontinue service if charges remain unpaid for 60 days.

14. Termination of Services:

- MCS will have the right to terminate this Agreement in the event the Customer defaults in payment of any sum due under this Agreement.
- The Customer shall have the right to terminate this Agreement with 30 days written notice to MCS, following the initial Service Term.

15. MCS Employees:

Customer agrees that it will not knowingly hire any of MCS' employees who are engaged in the services of this Agreement for a period of one year after the expiration of the Agreement.

Customer Initial _____

EXHIBIT/ADDENDUM

Special Provisions of this Agreement:

Inspection will be done Monday – Friday, during normal working hours.

Service Calls allowed in this Agreement:

(2) Normal Hours Service Call (1 tech)

A service call consists of 2 labor hours and travel time to jobsite.

Please see Section 8 of the Terms and Conditions for Normal Hours timeframe

Does not include programming or parts/materials

Does not include Holidays

(1) After Hours Service Call (1 tech)

A service call consists of 2 labor hours and travel time to jobsite.

Please see Section 8 of the Terms and Conditions for Normal Hours timeframe

Does not include programming or parts/materials

Does not include Holidays

If repairs require labor to exceed the 2 hours, MCS' normal rates shall apply:

Normal Hours Service Rates

\$110 per hour (1 tech)

\$190 per hour (2 tech)

After Hours Service Rates

\$160 per hour (1 tech)

\$260 per hour (2 tech)

Parts:

All parts needed for repairs will be supplied from customer's stock or purchased separately. Parts will be offered at a 15% discount of MCS' normal rate, currently 50%.

QUANTITY OF DEVICES TO BE TESTED

Fire Alarm Control Panels	1
Remote Annunciators	7
Booster Power Supplies	3
Batteries	8
Smoke Detectors	307
Duct Detectors	64
Heat Detectors	7
Flame Detectors	3
Pull Stations	16
Waterflow Switches	1
Tamper Switches	1
Kitchen Hood Module	1
Relays (not AHU shutdown)	33
Notification A/V	All
Wet Riser	1
Fireline Backflow	1
Fire Extinguishers	75
Ansul Kitchen Hood System	1

Customer Initial _____

DEFINITION OF INSPECTIONS

Fire Alarm Systems:

Our fire alarm inspections verify proper function of all installed: control panels, dialers, smoke/duct/heat/flame/beam detectors, pull stations, batteries, notification devices, annunciators, waterflow switches, tamper switches, booster panels, elevator recall functions, fireman's phone sets & jacks, control relays, and monitoring station signals. Visual inspection of Smoke Damper activation during the relay testing is the sole responsibility of customer. An HVAC technician is recommended to be onsite at time of testing. Any failures, areas of concern, or recommendations will be noted on the inspection report. Prices for correction can be provided. All testing will follow NFPA 72 guidelines.

Fire Extinguishers:

Our extinguisher inspections verify that each extinguisher is accessible, fully charged, and operable. Visual inspection will be performed on the overall condition of the extinguisher including the gauge, hose, handles, and cleanliness. Verify that required 6 year and hydrotest services have been performed within the required timeframe. Verify that proper signage is present in customer's building and that unit's classification corresponds with hazard area. Additional services such as needed repair parts, recharging, 6 year maintenance, and hydrostatic testing will be noted on the inspection report. Prices for these services can be provided. All testing will follow NFPA 10 guidelines.

Fire Sprinkler Systems:

Our sprinkler system inspections verify proper function of all waterflow switches, tamper switches, control/check valves, backflow preventers, fire pumps, drains, fire department connections, gauges, watermotor gongs, and all other related equipment. Visual inspection of sprinkler head's condition and clearance will be performed to determine proper distribution. Required waterflow test from main drain and inspectors test valve will be completed, as well as assessing adequate stock of equipment in spare sprinkler box. Any failures, areas of concern, or recommendations will be noted on the inspection report. Prices for correction can be provided. All testing will follow NFPA 25 guidelines. Currently, MCS partners with a sprinkler contractor to assist in performing sprinkler system inspections.

Kitchen Hood Systems:

Our kitchen hood inspections verify proper function and condition of all nozzles, fusible links, blow-off caps, pull stations, microswitches, duct and plenum coverage, appliance coverage, connection to fire alarm control panel (if applicable), and power/gas shutdown. Hydrotesting and cleaning is not included in price quotes. All testing will follow NFPA 17 guidelines.

Clean Agent Systems:

Our clean agent suppression inspections verify proper function of all installed: control panels, batteries, smoke/duct/heat/flame detectors, pull stations, audio/visuals, annunciators, abort switches, relays, clean agent containers, and firing devices. All testing will follow NFPA 2001 guidelines.



Metroplex Control Systems
12918 Delivery Drive
San Antonio, TX 78247
Phone: 210-798-2985
Fax: 210-798-3969
mcsfiresecurity.com

CUSTOMER CONTACT FORM

Please help keep our records up to date by filling out this short form. If your billing address differs from your company address, please provide us the correct address for billing. Also, please provide documentation if you are tax-exempt. Thank you!

Contact this person for Renewing Agreements:

Name: _____

Title: _____

Office #: _____

Mobile #: _____

Fax #: _____

Email: _____

Contact this person for Scheduling Inspections:

Name: _____

Title: _____

Office #: _____

Mobile #: _____

Fax #: _____

Email: _____

Contact this person for Billing Questions:

Name: _____

Title: _____

Office #: _____

Mobile #: _____

Fax #: _____

Email: _____

Customer Initial _____



Metroplex Control Systems
12903 Delivery Drive
San Antonio, Texas 78247
www.metroplex-control.com
Phone 210.495.5245
Fax 210.495.9863

July 13, 2011

[Quote for 2011 Service Agreement]

David Bandy

Hays County Law Enforcement Center
San Marcus, Texas

RE: HAYS County Law Enforcement Center
– Preventive Maintenance Agreement Proposal –

Metroplex Control Systems, Inc. (MCS) is pleased to present you with this quote to provide you a service/preventive maintenance agreement for your facility. As one of the leading Security Integration Company's in the nation, we take pride in our products, workmanship and ultimately the security nature of the confidential or restricted documentation, programming and specifics of your facility.

The following is a written description of the services that will be supplied by Metroplex Control Systems as a sole source to maintain the integrity of the systems that you currently have in place. The primary service of this facility is the camera and DVR monitoring system, however this service agreement will cover other aspects to maintaining the system functional.

Commission Testing and Preventive Maintenance Program:

MCS will supply [2] qualified Security System Technicians for a (2) day / (16 hour) period to perform a complete system test and inspection. The system test and inspection shall include the following:

System Reports:

- Commissioning Reports and documentation on your current Electronic Security systems operational and control status (if applicable: Doors/Intercoms/Controls)
- Camera Report on locations, the repairs, and maintenance for each
- Recommended changes, repairs and upgrades based on the results produced



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San Antonio, Texas 78247
www.metroplex-control.com
Phone 210.495.5245
Fax 210.495.9863

Testing and Verifications:

- Control and Operational Testing of CCTV switching systems and DVR configurations
- Test and Verify each Headend cabinet location for proper ventilation (heat dissipation) and power circuit voltage levels (includes cabinet power supplies, Circuits and fusing)
- Clean electronic components within the Equipment cabinets and enclosures
- Make minor repairs and adjustments as needed
- Clean and adjust camera locations as noted by the owners operational reports

Repairs and Service:

MCS will provide a detailed system status report to the facility including any anomalies and troubles found. Upon completion of the Commissioning System test the technician will perform minor operational repairs within the facility on the components identified. Any component or devices found needing replacements or repairs will be documented in the report. Should the facility decide to replace or repair noted items, please call or email a request for quote on equipment or repairs and installation. The report will also include recommendations for any additional services or upgrades if needed.

Emergency Service:

MCS may also provide emergency service calls as part of this agreement. All labor provided during normal working hours and expenses related to these service calls will be covered by your service agreement.

All materials needed for repairs will be supplied from facility stock or purchased separately.

Preferred Customer Benefits:

All additional service calls will be provided on a time and material plus expenses basis at a discounted rate. All materials purchased during the term of the service agreement will be available at a 10% discount off our regular prices. *Discounts available during the term of the service agreement.*

NOTE: THERE WILL BE [1] OF EACH TYPE OF CAMERA SUPPLIED ONSITE (excluding PTZ's) TO THE FACILITY IN THEIR INVENTORY AS HOT SWAP AVAILABLE SPARES. THIS STOCK WILL BE MAINTAINED OVER THE 5 YEAR SERVICE AGREEMENT PROGRAM.

MCS also provides free 24-hour technical support to all preferred customers.

[1 – (800) - 992 – 5245]



Metroplex Control Systems
12903 Delivery Drive
San Antonio, Texas 78247
www.metroplex-control.com
Phone 210.495.5245
Fax 210.495.9863

YEAR #1: INCLUDED

Security Electronic – [Annual System Visit] Preventative Maintenance
[\$ 3,750.00]

MCS will provide One (1) Preventive Maintenance service calls and a maximum of one (1) Emergency service calls. All materials needed for repairs will be supplied from facility stock or purchased separately.

YEAR #1: \$ Included in Contract

YEAR #2: \$ 3,750.00

YEAR #3: \$ 3,750.00

YEAR #4: \$ 3,750.00

YEAR #5: \$ 3,750.00

TOTAL COST OF A 5 YEAR SERVICE AGREEMENT FOR THE CAMERA AND DVR PROGRAM =
\$ 15,000.00



Metroplex Control Systems
12903 Delivery Drive
San Antonio, Texas 78247
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Phone 210.495.5245
Fax 210.495.9863

OPTIONAL DETENTION HARDWARE PROGRAM:

Detention Lock and Hardware Package:

Testing and Preventive Maintenance Program:

ISI will supply [1] qualified Lock and Detention Technicians for a (2) day / (16 hour) period to perform a complete test and inspection of the current detention hardware and sliding door locking systems. The test and inspection shall include the following:

System Reports:

- Commissioning Report on your current door hardware and locking device's operational and functional status.
- Door schedule identifying the make and model of the critical detention locking hardware at each opening.
- Recommended replacement, repairs and upgrades based on the test results.
- Recommended Preventive Maintenance Program for the detention hardware and locking devices.

Testing, Inspection and Preventative Maintenance:

Swinging Door Hardware -

- Obtain proper door alignment per manufacturer's specification.
- Calibrate and align doors per manufacturer's specifications.
- Adjust locking mechanism to maximum setting and engagement.
- Check for proper operation of locking mechanisms per manufacturer's specifications.
- Calibrate limit switch adjustment settings for proper indication.
- Test individual key release and re-locking functions.
- Clean/lubricate and adjust all moving parts.
- Test electrical operation of door control and indication mechanism.

Sliding Door Locking Devices -

- Obtain proper door alignment per manufacturer's specification.
- Calibrate and align doors per manufacturer's specifications.
- Check for proper operation of locking mechanisms per manufacturer's specifications
- Adjust locking mechanism to maximum setting and engagement.
- Lubricate locking mechanism with proper lubricant.
- Remove excess grease deposits.
- Calibrate limit switch adjustment settings for correct indication settings.



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- Calibrate limit switch adjustment for correct travel setting.
- Test individual key release and manual re-locking functions.
- Clean/lubricate all moving parts with proper lubricant.
- Test electrical operation of door control and proper indication.
- Test emergency release function of doors and make critical adjustments.

Repairs and Service:

ISI will provide a detailed system status report to the facility including a complete door schedule identifying the make and model of the detention locking equipment at each opening, and any anomalies and troubles found. Upon completion of the Door Hardware and Locking System test the technician will perform minor operational repairs and adjustments on the components identified. Any component or devices found needing replacements or repairs will be documented in the report. Should the facility decide to replace or repair noted items, please a quote will be provided under separate cover. The report will also include recommendations for any additional services or upgrades available.

Detention Hardware [Annual] Preventative Maintenance

[\$ 3,250.00]

Sincerely,

Darwin Katan

**Darwin Katan, Director of Technical Services
 Metroplex Control Systems – Detention Division**

dkatan@mcsdet.com

12903 Delivery Drive, San Antonio, TX 78247

(210) 495-5245 office

(210) 798-2938 direct

(210) 798-9863 fax

(210) 602-1935 cell

Facility Location: **HAYS County Law Enforcement Center**

Representative: _____ **Date:** _____

Purchase Order #: _____

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 agreement with the City of Buda regarding subdivision and development regulation in the extraterritorial jurisdiction of Buda, pursuant to HB1445 (2001).

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 25, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Commissioner Precinct 2 Mark Jones

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

To date, the City of Buda and Hays County do not have an executed 1445/interlocal agreement for plat approvals in the ETJ. The City has approved the attached agreement which will get both entities in compliance with state law.

This interlocal agreement will streamline the platting process by utilizing the City of Umland as the "one-stop" shop for plat review and approvals. Development Services staff will still coordinate with the City and require compliance with regulations identified by the City at the time of review.

Comparative Table of Proposed Agreement and 2008 Agreement

Proposed Agreement	2008 Agreement
Term to December 31, 2011, then automatic annual renewal on January 1 st ; 30 day termination notice	Same
City retains subdivision regulation authority and serves as approval authority in ETJ	Same
County Development Services Director provides written recommendation 15 days prior to P&Z meeting for inclusion in packet	City only considers county comments and integrates their comments into any comments that are provided to the developer.
City required to enforce certain aspects of its Subdivision and Development Regulations (reference to "Attachment A" are new codes adopted in 2009)	Same, but instead references County's interim subdivision regulations
Formal process established for variances from Agreement.	No similar requirement
City must require developers to dedicate ROW pursuant to County Transportation Plan, subject to applicable constitutional and statutory limits.	Same
City must provide six copies of plat submittals to County within 5 days of submission. County must then provide comments to City within 10 days of its receipt.	No similar requirement
City must include County's recommendation in agenda backup for final plat approval, or receive recommendation prior to approving a plat administratively.	No similar requirement
City must require a signature block for the County Development Services Director authorizing the filing of the plat as consistent with the agreement.	No similar requirement
City must provide 2 copies of recorded plats in the ETJ to the county within 5 days of recording	Same
City must provide county a digital file of each plat compliant with county digital data submission standards.	No similar requirement
City must confer and come to agreement with Hays County 911 Addressing Division concerning street names prior to plat approval.	Same
City will allow County inspectors access to public improvements under construction for a subdivision. County may collaborate with City inspectors, and may request the City issue stop-work orders when necessary.	Same
Prior to acceptance of improvements, City shall require surety payable to Hays County that will be in effect for 2 years, and require the developer be responsible for street maintenance.	Same
City shall collect a \$320/lot fee payable to Hays County in consideration of the county's requirements to review.	Same, except it also included collection of a \$600 application fee in addition to the \$320/lot
City will provide ETJ boundary data, and provide updated boundaries within 10 days of a change.	Same, except didn't require digital data
City will submit to the County facility planning reports supporting the proposed subdivision as required by 30 TAC Chapter 285	Same
City is responsible for floodplain management in connection with proposed subdivision plats	Same

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HAYS COUNTY AND THE CITY OF
BUDA FOR SUBDIVISION REGULATION WITHIN
THE EXTRATERRITORIAL JURISDICTION OF
THE CITY OF BUDA**

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made and entered into by and between Hays County, Texas, a political subdivision of the State of Texas (hereinafter referred to as “COUNTY”), by and through its County Judge, Dr. Bert Cobb, and the City of BUDA, a municipal corporation of the State of Texas (hereinafter referred to as “CITY”), by and through its City Manager, Kenneth Williams, The City and the County are hereinafter collectively referred to as “the Parties” or “the Parties to this Agreement.”

WHEREAS, the CITY has duly identified its corporate limits and the areas of its extraterritorial jurisdiction (hereinafter referred to as “ETJ” or the “CITY’s ETJ”) within the COUNTY; and

WHEREAS, the CITY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV’T CODE Subchapter A of Chapter 212 and other statutes applicable to municipalities; and

WHEREAS, the COUNTY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV’T CODE sections 232.001-232.005 and other statutes applicable to counties; and

WHEREAS, the COUNTY and the CITY, pursuant to TEX. LOCAL GOV’T CODE Section 242.001, both enforced their subdivision regulations in the CITY’s ETJ and, in those situations where the CITY’s regulation conflicted with the COUNTY’s regulation, the more stringent provisions have prevailed; and

WHEREAS, the Texas Legislature revised TEX. LOCAL GOV'T CODE Chapter 242 to limit subdivision regulation within the ETJ to one entity; and

WHEREAS, under TEX. LOCAL GOV'T CODE Chapter 242, the COUNTY and the CITY entered into a written agreement effective October 15, 2008, which was terminated in writing by the COUNTY on September 3, 2009, and the parties wish to execute a new Agreement with substantially similar terms; and

WHEREAS, to the extent that the CITY's execution of this Agreement and related agreements with other counties in other areas of the CITY's ETJ, or the CITY's adoption, administration or enforcement of ordinances, rules, regulations or plans in reasonable furtherance of this Agreement or the related agreements results in requirements or restrictions that are not identical throughout the CITY's entire ETJ, the Parties jointly acknowledge that the actions of the CITY are "reasonably taken to fulfill an obligation mandated by state law" within the meaning of TEX. GOV'T CODE Section 2007.003(b)(4), and are therefore not subject to TEX. GOV'T CODE Chapter 2007; and

WHEREAS, both the COUNTY and the CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to TEX. GOV'T CODE Section 791.011(a), whereby the COUNTY and the CITY shall agree upon the terms of said written agreement.

NOW, THEREFORE, the COUNTY and the CITY mutually agree as follows:

I. TERM OF AGREEMENT AND CERTIFICATION

- A. The COUNTY and the CITY mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both the COUNTY and the CITY through December 31, 2011, and shall automatically renew annually on January 1 of each year unless earlier terminated by mutual agreement of the Parties.

- B. Notwithstanding the foregoing, this Agreement may be terminated by either Party by giving thirty (30) days' written notice of intent to terminate this Agreement to the other Party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other Party at the addresses set out herein. Upon termination of this Agreement, neither Party shall have any obligations to the other Party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.
- C. The COUNTY and the CITY mutually certify that this Agreement complies with the requirements of Texas Local Government Code, Chapter 242.

II. COUNTY RESPONSIBILITIES

- A. The COUNTY assigns and delegates to the CITY the COUNTY's authority to approve subdivision plats within the ETJ of the CITY, pursuant to TEX. LOCAL GOV'T CODE Section 242.001(d), so that the CITY has exclusive jurisdiction to regulate subdivision plats in the CITY's ETJ.
- B. The COUNTY Development Services Director shall, at least 15 working days prior to anticipated final approval date, provide the City's Development Services staff with written recommendation for approval or disapproval of all plats for inclusion in the agenda backup prior to plat approval.
- C. The COUNTY shall provide the CITY with any written comments or deficiencies regarding a plat within 10 working days from the date of receipt from the CITY.
- D. The COUNTY shall be responsible for permitting of On-Site Sewage Facilities.

III. CITY RESPONSIBILITIES

- A. The CITY shall enforce its subdivision regulations, including review and approval processes and design and construction standards, within its ETJ.
- B. The CITY shall enforce in the ETJ the following Hays County Subdivision and Development Regulations attached hereto and incorporated as Attachment “A” (, Chapter 701.16, Chapter 715.3, Chapter 721, Chapter 735.5.03 and Hays County Rules for On-site Sewage Facilities Section 10-A,D, and G as they relate to subdivision of land). As the development regulations in Exhibit “A” are amended from time to time, the County shall provide copies of such amended regulations to the City. These amended regulations shall be incorporated into and made a part of this Agreement for all purposes and shall supersede the conflicting provisions in the attached Exhibit “A.”
- C. If the CITY has existing ordinances establishing substantially similar standards for the subject areas of such COUNTY subdivision regulations, then the City may opt to apply the City ordinance in lieu of the corresponding COUNTY Subdivision Regulation. All City subdivision regulations not in conflict with Attachment “A” may be enforced. If either Party wishes to propose revisions in the future to subdivision regulations that apply in the ETJ, the Party will notify the other Party of the proposed change. The Parties will cooperate in determining the need for the change and its effect on this Agreement, and will adopt any change agreed to by official action of their respective governing bodies.
- D. The CITY agrees to require subdividers to dedicate public right-of-way pursuant to the Hays County Transportation Plan as currently revised or

amended, subject to applicable constitutional and statutory limitations. For subdivisions in which it appears to the CITY that a requirement for dedication of right-of-way pursuant to such Transportation Plan may exceed an applicable constitutional or statutory limitation, the CITY will notify the COUNTY, and the parties will cooperate to determine the extent of right-of-way dedication to be required, or an alternative method of securing the needed right-of-way. When enforcing subdivision regulations in the City's ETJ, the City shall facilitate the County's road maintenance program by requiring a road standard no less than the standards set out in Attachment "A."

- E. The COUNTY expressly delegates to the CITY the authority to require the preparation of a subdivision plat for the division of any property into two or more lots as required in TEX. LOCAL GOV'T CODE section 232.001, including lots larger than five acres.
- F. The CITY shall deliver six copies of all plat submittals to the COUNTY for review, within five working days from the date of receipt.
- G. The CITY shall include written recommendation from COUNTY Development Services Director in agenda backup for plat approval. For plats processed administratively by the CITY, the CITY shall not approve a plat prior to receiving written recommendation from COUNTY Development Services Director.
- H. The CITY shall require a signature block for the current COUNTY Development Services Department Director authorizing the filing of the plat under this agreement.

- I. The CITY shall deliver two copies of all recorded plats for subdivisions within the CITY's ETJ to the COUNTY within five working days of the recording of the subdivision plat.
- J. The CITY shall also provide to the COUNTY a digital file of each subdivision plat compliant with the currently adopted Hays County Digital Data Submission Standards.
- K. The CITY shall confer and come to agreement with the Hays County 911 Addressing Division concerning street names prior to final plat approval.
- L. The CITY shall allow COUNTY inspectors access to road construction sites of subdivisions within the ETJ and the CITY shall timely submit copies of all road design materials and road construction test results to the COUNTY during road construction. COUNTY inspectors shall have inspection and approval authority over the road construction, stormwater drainage construction, and water and wastewater facility construction within the right-of-way and easements. However, COUNTY inspectors may, from time to time, collaborate with CITY inspectors and delegate to CITY inspectors specific inspections duties related to road construction, stormwater drainage construction, and/or water and wastewater facility construction with the right-of-way and easements. The COUNTY may request that the CITY issue a stop-work notice if, in the COUNTY'S opinion, applicable construction standards are not being met.
- M. Prior to acceptance of new streets or other improvements in a subdivision, the CITY shall require of the applicant/developer a Certificate of Deposit, a Letter

of Credit, or a warranty or cash bond as required by the Subdivision and Development Regulations of Hays County, payable to Hays County, which shall be binding and in effect for two (2) years from the date of acceptance of the streets and improvements. The CITY shall require the applicant/developer to be responsible for maintenance of the streets and improvements as also required by the Hay County Subdivision and Development Regulations. The CITY may also require the applicant/developer to post a utility bond or other improvements bond, payable to the CITY, if required by the subdivision regulations of the CITY.

- N. The CITY shall collect and forward to the COUNTY all COUNTY subdivision fees as presently authorized or amended by the COUNTY, for services to be performed by the COUNTY. The CITY shall have the right to charge applicants/developers reasonable fees, sufficient to cover the full cost of services provided by the CITY under this Agreement and otherwise in the administration of regulations that apply to subdivisions in the CITY's ETJ. In addition to the City's fees and in consideration of the County's performance under this Agreement, the City shall collect a \$320.00 per-lot fee for every subdivision subject to this Agreement. Subject to other taxes, fees, fines and penalties permitted by law, said \$320.00 per-lot fee shall be forwarded to the County and shall constitute full and complete compensation for County services under this Agreement.
- O. If a fee, Certificate of Deposit, Letter of Credit, warranty or bond is to be forwarded to Hays County in accordance with this Agreement, the City shall

promptly forward the fee, Certificate of Deposit, Letter of Credit, warranty or bond to Ms. Roxie Botkin (or her successor), Hays County Development Services Department, P.O. Box 1006 , San Marcos, Texas 78667-1006. Physical address 2171 Yarrington Road.

- P. .The CITY agrees to collaborate with the COUNTY regarding the interpretation of any rule or regulation delegated by the COUNTY under this agreement. Such collaboration may result in the grant of a variance on a case-by-case basis. However, the CITY shall not grant a variance to a COUNTY regulation without the consent of the COUNTY. The process for granting a variance shall be for the CITY to consider the variance prior to the COUNTY. The CITY may approve the variance conditioned upon the COUNTY's approval. COUNTY approval shall be by formal action of the COUNTY Commissioners Court.
- Q. As an attachment to this Agreement, the CITY shall provide a current map and digital drawing file defining the legal boundaries of its corporate limits and areas of ETJ. The CITY shall notify the COUNTY of any changes to the CITY's ETJ within 10 days of the effective date of the change, and the area covered by this agreement shall be described by a metes and bounds description and accompanied by an updated digital drawing file. Notice shall be provided by letter according to Section IV. C, below. A change in the area covered by this Agreement shall not, however, affect any rights accrued under TEX. LOCAL GOV'T CODE Chapter 245 prior to the effective date of the change.

- R. The CITY shall submit for review by the COUNTY facility planning reports supporting the proposed subdivision as required in 30 TAC Chapter 285.
- S. The CITY shall review floodplain drainage analyses of FEMA regulated floodplains that are submitted in connection with proposed subdivision plats for compliance with Chapter 735 of the Hays County Development Regulations.

IV. GENERAL PROVISIONS

- A. General Administration:** Administering this Agreement and the contact person for the COUNTY shall be the Hays County Director of Development Services, or his/her representative. Administering this Agreement and the contact person and representative for the CITY shall be the CITY Manager, or his/her designee. The City hereby designates the City's Director of Planning with authority over the City's subdivision planning staff as the designee for purposes of this Agreement.
- B. Alteration, Amendment or Modification:** This Agreement may not be altered, amended, or modified except in a subsequent writing signed by all Parties to this Agreement. No official, agent, employee, or representative of either the COUNTY or the CITY has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Hays County Commissioners Court or the CITY.

C. Notice: All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

(a) Notices sent pursuant to this Agreement shall be sent to the Hays County Subdivision Coordinator's Office at the following address:

Ms. Roxie Botkin (or her successors)
Hays County Development Services,
P.O. Box 1006
San Marcos, Texas 78667-1006

(b) Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

Mr. Kenneth Williams (or his successor)
City Manager
City of Buda
121 Main Street
Buda, TX 78610

(c) To be effective, a copy of any notices sent to the COUNTY shall be sent to the Special Counsel's Office at the following address:

Mark Driscoll Kennedy (or his successor)
A.D.A. -- Chief -- Civil Division
Hays County, Texas
111 E. San Antonio, Suite 204
San Marcos, TX 78666

(d) To be effective, a copy of any notice sent to the CITY shall be sent to the CITY Attorney at the following address:

City Attorney
City of Buda
121 Main Street
Buda, TX 78610

(e) When notices sent pursuant to this Agreement are mailed by registered

or certified mail, delivery of notice shall be deemed effective three (3) working days after deposit in a U.S. mail box or at a U.S. post office.

D. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

E. Breach: The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either Party shall be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other Party.

F. Non-Waiver: The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

G. Entire Agreement; Third Parties: This Agreement constitutes the entire agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

H. Terms used in Document: As used in this document, the terms "Interlocal Cooperation Agreement", "Interlocal Agreement", "Agreement",

and "Contract" are synonymous.

- I. Non-Defined Terms:** If not specifically defined in this Agreement, words and phrases used in this Agreement shall have their ordinary meaning as defined by common usage.

EXECUTED THIS _____ day of _____, 2011.

HAYS COUNTY

By: _____
HONORABLE JUDGE BERT COBB, M.D.
HAYS COUNTY JUDGE

ATTEST:

LIZ Q. GONZALEZ, HAYS COUNTY CLERK

DATE: _____

EXECUTED THIS _____ day of _____, 2011.

CITY OF BUDA

By: _____
KENNETH WILLIAMS, CITY MANAGER

ATTEST:

TONI MILAM, CITY SECRETARY

DATE: _____

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HAYS COUNTY AND THE CITY OF
BUDA FOR SUBDIVISION REGULATION WITHIN
THE EXTRATERRITORIAL JURISDICTION OF
THE CITY OF BUDA**

THIS INTERLOCAL COOPERATION AGREEMENT (this “Agreement”) is made and entered into by and between Hays County, Texas, a political subdivision of the State of Texas (hereinafter referred to as “COUNTY”), by and through its County Judge, Dr. Bert Cobb, and the City of BUDA, a municipal corporation of the State of Texas (hereinafter referred to as “CITY”), by and through its City Manager, Kenneth Williams, The City and the County are hereinafter collectively referred to as “the Parties” or “the Parties to this Agreement.”

WHEREAS, the CITY has duly identified its corporate limits and the areas of its extraterritorial jurisdiction (hereinafter referred to as “ETJ” or the “CITY’s ETJ”) within the COUNTY; and

WHEREAS, the CITY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV’T CODE Subchapter A of Chapter 212 and other statutes applicable to municipalities; and

WHEREAS, the COUNTY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV’T CODE sections 232.001-232.005 and other statutes applicable to counties; and

WHEREAS, the COUNTY and the CITY, pursuant to TEX. LOCAL GOV’T CODE Section 242.001, both enforced their subdivision regulations in the CITY’s ETJ and, in those situations where the CITY’s regulation conflicted with the COUNTY’s regulation, the more stringent provisions have prevailed; and

WHEREAS, the Texas Legislature revised TEX. LOCAL GOV'T CODE Chapter 242 to limit subdivision regulation within the ETJ to one entity; and

WHEREAS, under TEX. LOCAL GOV'T CODE Chapter 242, the COUNTY and the CITY entered into a written agreement effective October 15, 2008, which was terminated in writing by the COUNTY on September 3, 2009, and the parties wish to execute a new Agreement with substantially similar terms; and

WHEREAS, to the extent that the CITY's execution of this Agreement and related agreements with other counties in other areas of the CITY's ETJ, or the CITY's adoption, administration or enforcement of ordinances, rules, regulations or plans in reasonable furtherance of this Agreement or the related agreements results in requirements or restrictions that are not identical throughout the CITY's entire ETJ, the Parties jointly acknowledge that the actions of the CITY are "reasonably taken to fulfill an obligation mandated by state law" within the meaning of TEX. GOV'T CODE Section 2007.003(b)(4), and are therefore not subject to TEX. GOV'T CODE Chapter 2007; and

WHEREAS, both the COUNTY and the CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to TEX. GOV'T CODE Section 791.011(a), whereby the COUNTY and the CITY shall agree upon the terms of said written agreement.

NOW, THEREFORE, the COUNTY and the CITY mutually agree as follows:

I. TERM OF AGREEMENT AND CERTIFICATION

A. The COUNTY and the CITY mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both the COUNTY and the CITY through December 31, 2011, and shall automatically renew annually on January 1 of each year unless earlier terminated by mutual agreement of the Parties.

- B. Notwithstanding the foregoing, this Agreement may be terminated by either Party by giving thirty (30) days' written notice of intent to terminate this Agreement to the other Party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other Party at the addresses set out herein. Upon termination of this Agreement, neither Party shall have any obligations to the other Party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.
- C. The COUNTY and the CITY mutually certify that this Agreement complies with the requirements of Texas Local Government Code, Chapter 242.

II. COUNTY RESPONSIBILITIES

- A. The COUNTY assigns and delegates to the CITY the COUNTY's authority to approve subdivision plats within the ETJ of the CITY, pursuant to TEX. LOCAL GOV'T CODE Section 242.001(d), so that the CITY has exclusive jurisdiction to regulate subdivision plats in the CITY's ETJ.
- B. The COUNTY Development Services Director shall, at least 15 working days prior to anticipated final approval date, provide the City's Development Services staff with written recommendation for approval or disapproval of all plats for inclusion in the agenda backup prior to plat approval.
- C. The COUNTY shall provide the CITY with any written comments or deficiencies regarding a plat within 10 working days from the date of receipt from the CITY.
- D. The COUNTY shall be responsible for permitting of On-Site Sewage Facilities.

III. CITY RESPONSIBILITIES

- A. The CITY shall enforce its subdivision regulations, including review and approval processes and design and construction standards, within its ETJ.
- B. The CITY shall enforce in the ETJ the following Hays County Subdivision and Development Regulations attached hereto and incorporated as Attachment "A" (, Chapter 701.16, Chapter 715.3, Chapter 721, Chapter 735.5.03 and Hays County Rules for On-site Sewage Facilities Section 10-A,D, and G as they relate to subdivision of land). As the development regulations in Exhibit "A" are amended from time to time, the County shall provide copies of such amended regulations to the City. These amended regulations shall be incorporated into and made a part of this Agreement for all purposes and shall supersede the conflicting provisions in the attached Exhibit "A."
- C. If the CITY has existing ordinances establishing substantially similar standards for the subject areas of such COUNTY subdivision regulations, then the City may opt to apply the City ordinance in lieu of the corresponding COUNTY Subdivision Regulation. All City subdivision regulations not in conflict with Attachment "A" may be enforced. If either Party wishes to propose revisions in the future to subdivision regulations that apply in the ETJ, the Party will notify the other Party of the proposed change. The Parties will cooperate in determining the need for the change and its effect on this Agreement, and will adopt any change agreed to by official action of their respective governing bodies.
- D. The CITY agrees to require subdividers to dedicate public right-of-way pursuant to the Hays County Transportation Plan as currently revised or

amended, subject to applicable constitutional and statutory limitations. For subdivisions in which it appears to the CITY that a requirement for dedication of right-of-way pursuant to such Transportation Plan may exceed an applicable constitutional or statutory limitation, the CITY will notify the COUNTY, and the parties will cooperate to determine the extent of right-of-way dedication to be required, or an alternative method of securing the needed right-of-way. When enforcing subdivision regulations in the City's ETJ, the City shall facilitate the County's road maintenance program by requiring a road standard no less than the standards set out in Attachment "A."

- E. The COUNTY expressly delegates to the CITY the authority to require the preparation of a subdivision plat for the division of any property into two or more lots as required in TEX. LOCAL GOV'T CODE section 232.001, including lots larger than five acres.
- F. The CITY shall deliver six copies of all plat submittals to the COUNTY for review, within five working days from the date of receipt.
- G. The CITY shall include written recommendation from COUNTY Development Services Director in agenda backup for plat approval. For plats processed administratively by the CITY, the CITY shall not approve a plat prior to receiving written recommendation from COUNTY Development Services Director.
- H. The CITY shall require a signature block for the current COUNTY Development Services Department Director authorizing the filing of the plat under this agreement.

- I. The CITY shall deliver two copies of all recorded plats for subdivisions within the CITY's ETJ to the COUNTY within five working days of the recording of the subdivision plat.
- J. The CITY shall also provide to the COUNTY a digital file of each subdivision plat compliant with the currently adopted Hays County Digital Data Submission Standards.
- K. The CITY shall confer and come to agreement with the Hays County 911 Addressing Division concerning street names prior to final plat approval.
- L. The CITY shall allow COUNTY inspectors access to road construction sites of subdivisions within the ETJ and the CITY shall timely submit copies of all road design materials and road construction test results to the COUNTY during road construction. COUNTY inspectors shall have inspection and approval authority over the road construction, stormwater drainage construction, and water and wastewater facility construction within the right-of-way and easements. However, COUNTY inspectors may, from time to time, collaborate with CITY inspectors and delegate to CITY inspectors specific inspections duties related to road construction, stormwater drainage construction, and/or water and wastewater facility construction with the right-of-way and easements. The COUNTY may request that the CITY issue a stop-work notice if, in the COUNTY'S opinion, applicable construction standards are not being met.
- M. Prior to acceptance of new streets or other improvements in a subdivision, the CITY shall require of the applicant/developer a Certificate of Deposit, a Letter

of Credit, or a warranty or cash bond as required by the Subdivision and Development Regulations of Hays County, payable to Hays County, which shall be binding and in effect for two (2) years from the date of acceptance of the streets and improvements. The CITY shall require the applicant/developer to be responsible for maintenance of the streets and improvements as also required by the Hay County Subdivision and Development Regulations. The CITY may also require the applicant/developer to post a utility bond or other improvements bond, payable to the CITY, if required by the subdivision regulations of the CITY.

- N. The CITY shall collect and forward to the COUNTY all COUNTY subdivision fees as presently authorized or amended by the COUNTY, for services to be performed by the COUNTY. The CITY shall have the right to charge applicants/developers reasonable fees, sufficient to cover the full cost of services provided by the CITY under this Agreement and otherwise in the administration of regulations that apply to subdivisions in the CITY's ETJ. In addition to the City's fees and in consideration of the County's performance under this Agreement, the City shall collect a \$320.00 per-lot fee for every subdivision subject to this Agreement. Subject to other taxes, fees, fines and penalties permitted by law, said \$320.00 per-lot fee shall be forwarded to the County and shall constitute full and complete compensation for County services under this Agreement.
- O. If a fee, Certificate of Deposit, Letter of Credit, warranty or bond is to be forwarded to Hays County in accordance with this Agreement, the City shall

promptly forward the fee, Certificate of Deposit, Letter of Credit, warranty or bond to Ms. Roxie Botkin (or her successor), Hays County Development Services Department, P.O. Box 1006 , San Marcos, Texas 78667-1006. Physical address 2171 Yarrington Road.

- P. .The CITY agrees to collaborate with the COUNTY regarding the interpretation of any rule or regulation delegated by the COUNTY under this agreement. Such collaboration may result in the grant of a variance on a case-by-case basis. However, the CITY shall not grant a variance to a COUNTY regulation without the consent of the COUNTY. The process for granting a variance shall be for the CITY to consider the variance prior to the COUNTY. The CITY may approve the variance conditioned upon the COUNTY's approval. COUNTY approval shall be by formal action of the COUNTY Commissioners Court.
- Q. As an attachment to this Agreement, the CITY shall provide a current map and digital drawing file defining the legal boundaries of its corporate limits and areas of ETJ. The CITY shall notify the COUNTY of any changes to the CITY's ETJ within 10 days of the effective date of the change, and the area covered by this agreement shall be described by a metes and bounds description and accompanied by an updated digital drawing file. Notice shall be provided by letter according to Section IV. C, below. A change in the area covered by this Agreement shall not, however, affect any rights accrued under TEX. LOCAL GOV'T CODE Chapter 245 prior to the effective date of the change.

- R. The CITY shall submit for review by the COUNTY facility planning reports supporting the proposed subdivision as required in 30 TAC Chapter 285.
- S. The CITY shall review floodplain drainage analyses of FEMA regulated floodplains that are submitted in connection with proposed subdivision plats for compliance with Chapter 735 of the Hays County Development Regulations.

IV. GENERAL PROVISIONS

- A. General Administration:** Administering this Agreement and the contact person for the COUNTY shall be the Hays County Director of Development Services, or his/her representative. Administering this Agreement and the contact person and representative for the CITY shall be the CITY Manager, or his/her designee. The City hereby designates the City's Director of Planning with authority over the City's subdivision planning staff as the designee for purposes of this Agreement.
- B. Alteration, Amendment or Modification:** This Agreement may not be altered, amended, or modified except in a subsequent writing signed by all Parties to this Agreement. No official, agent, employee, or representative of either the COUNTY or the CITY has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Hays County Commissioners Court or the CITY.

C. Notice: All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

(a) Notices sent pursuant to this Agreement shall be sent to the Hays County Subdivision Coordinator's Office at the following address:

Ms. Roxie Botkin (or her successors)
Hays County Development Services,
P.O. Box 1006
San Marcos, Texas 78667-1006

(b) Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

Mr. Kenneth Williams (or his successor)
City Manager
City of Buda
121 Main Street
Buda, TX 78610

(c) To be effective, a copy of any notices sent to the COUNTY shall be sent to the Special Counsel's Office at the following address:

Mark Driscoll Kennedy (or his successor)
A.D.A. -- Chief -- Civil Division
Hays County, Texas
111 E. San Antonio, Suite 204
San Marcos, TX 78666

(d) To be effective, a copy of any notice sent to the CITY shall be sent to the CITY Attorney at the following address:

City Attorney
City of Buda
121 Main Street
Buda, TX 78610

(e) When notices sent pursuant to this Agreement are mailed by registered

or certified mail, delivery of notice shall be deemed effective three (3) working days after deposit in a U.S. mail box or at a U.S. post office.

D. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

E. Breach: The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either Party shall be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other Party.

F. Non-Waiver: The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

G. Entire Agreement; Third Parties: This Agreement constitutes the entire agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

H. Terms used in Document: As used in this document, the terms "Interlocal Cooperation Agreement", "Interlocal Agreement", "Agreement",

and "Contract" are synonymous.

I. Non-Defined Terms: If not specifically defined in this Agreement, words and phrases used in this Agreement shall have their ordinary meaning as defined by common usage.

EXECUTED THIS _____ day of _____, 2011.

HAYS COUNTY

By: _____
HONORABLE JUDGE BERT COBB, M.D.
HAYS COUNTY JUDGE

ATTEST:

LIZ Q. GONZALEZ, HAYS COUNTY CLERK

DATE: _____

EXECUTED THIS _____ day of _____, 2011.

CITY OF BUDA

By: _____
KENNETH WILLIAMS, CITY MANAGER

ATTEST:

TONI MILAM, CITY SECRETARY

DATE: _____

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN HAYS COUNTY AND THE CITY OF
BUDA FOR SUBDIVISION REGULATION WITHIN
THE EXTRATERRITORIAL JURISDICTION OF
THE CITY OF BUDA**

THIS INTERLOCAL COOPERATION AGREEMENT (this "Agreement") is made and entered into by and between Hays County, Texas, a political subdivision of the State of Texas (hereinafter referred to as "COUNTY"), by and through its County Judge, Dr. Bert Cobb, and the City of BUDA, a municipal corporation of the State of Texas (hereinafter referred to as "CITY"), by and through its City Manager, Kenneth Williams, The City and the County are hereinafter collectively referred to as "the Parties" or "the Parties to this Agreement."

WHEREAS, the CITY has duly identified its corporate limits and the areas of its extraterritorial jurisdiction (hereinafter referred to as "ETJ" or the "CITY's ETJ") within the COUNTY; and

WHEREAS, the CITY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV'T CODE Subchapter A of Chapter 212 and other statutes applicable to municipalities; and

WHEREAS, the COUNTY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV'T CODE sections 232.001-232.005 and other statutes applicable to counties; and

WHEREAS, the COUNTY and the CITY, pursuant to TEX. LOCAL GOV'T CODE Section 242.001, both enforced their subdivision regulations in the CITY's ETJ and, in those situations where the CITY's regulation conflicted with the COUNTY's regulation, the more stringent provisions have prevailed; and

WHEREAS, the Texas Legislature revised TEX. LOCAL GOV'T CODE Chapter 242 to limit subdivision regulation within the ETJ to one entity; and

WHEREAS, under TEX. LOCAL GOV'T CODE Chapter 242, the COUNTY and the CITY entered into a written agreement effective October 15, 2008, which was terminated in writing by the COUNTY on September 3, 2009, and the parties wish to execute a new Agreement with substantially similar terms; and

WHEREAS, to the extent that the CITY's execution of this Agreement and related agreements with other counties in other areas of the CITY's ETJ, or the CITY's adoption, administration or enforcement of ordinances, rules, regulations or plans in reasonable furtherance of this Agreement or the related agreements results in requirements or restrictions that are not identical throughout the CITY's entire ETJ, the Parties jointly acknowledge that the actions of the CITY are "reasonably taken to fulfill an obligation mandated by state law" within the meaning of TEX. GOV'T CODE Section 2007.003(b)(4), and are therefore not subject to TEX. GOV'T CODE Chapter 2007; and

WHEREAS, both the COUNTY and the CITY desire to enter into an Interlocal Cooperation Agreement, pursuant to TEX. GOV'T CODE Section 791.011(a), whereby the COUNTY and the CITY shall agree upon the terms of said written agreement.

NOW, THEREFORE, the COUNTY and the CITY mutually agree as follows:

I. TERM OF AGREEMENT AND CERTIFICATION

A. The COUNTY and the CITY mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both the COUNTY and the CITY through December 31, 2011, and shall automatically renew annually on January 1 of each year unless earlier terminated by mutual agreement of the Parties.

- B. Notwithstanding the foregoing, this Agreement may be terminated by either Party by giving thirty (30) days' written notice of intent to terminate this Agreement to the other Party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other Party at the addresses set out herein. Upon termination of this Agreement, neither Party shall have any obligations to the other Party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.
- C. The COUNTY and the CITY mutually certify that this Agreement complies with the requirements of Texas Local Government Code, Chapter 242.

II. COUNTY RESPONSIBILITIES

- A. The COUNTY assigns and delegates to the CITY the COUNTY's authority to approve subdivision plats within the ETJ of the CITY, pursuant to TEX. LOCAL GOV'T CODE Section 242.001(d), so that the CITY has exclusive jurisdiction to regulate subdivision plats in the CITY's ETJ.
- B. The COUNTY Development Services Director shall, at least 15 working days prior to anticipated final approval date, provide the City's Development Services staff with written recommendation for approval or disapproval of all plats for inclusion in the agenda backup prior to plat approval.
- C. The COUNTY shall provide the CITY with any written comments or deficiencies regarding a plat within 10 working days from the date of receipt from the CITY.
- D. The COUNTY shall be responsible for permitting of On-Site Sewage Facilities.

III. CITY RESPONSIBILITIES

- A. The CITY shall enforce its subdivision regulations, including review and approval processes and design and construction standards, within its ETJ.
- B. The CITY shall enforce in the ETJ the following Hays County Subdivision and Development Regulations attached hereto and incorporated as Attachment “A” (, Chapter 701.16, Chapter 715.3, Chapter 721, Chapter 735.5.03 and Hays County Rules for On-site Sewage Facilities Section 10-A,D, and G as they relate to subdivision of land). As the development regulations in Exhibit “A” are amended from time to time, the County shall provide copies of such amended regulations to the City. These amended regulations shall be incorporated into and made a part of this Agreement for all purposes and shall supersede the conflicting provisions in the attached Exhibit “A.”
- C. If the CITY has existing ordinances establishing substantially similar standards for the subject areas of such COUNTY subdivision regulations, then the City may opt to apply the City ordinance in lieu of the corresponding COUNTY Subdivision Regulation. All City subdivision regulations not in conflict with Attachment “A” may be enforced. If either Party wishes to propose revisions in the future to subdivision regulations that apply in the ETJ, the Party will notify the other Party of the proposed change. The Parties will cooperate in determining the need for the change and its effect on this Agreement, and will adopt any change agreed to by official action of their respective governing bodies.
- D. The CITY agrees to require subdividers to dedicate public right-of-way pursuant to the Hays County Transportation Plan as currently revised or

amended, subject to applicable constitutional and statutory limitations. For subdivisions in which it appears to the CITY that a requirement for dedication of right-of-way pursuant to such Transportation Plan may exceed an applicable constitutional or statutory limitation, the CITY will notify the COUNTY, and the parties will cooperate to determine the extent of right-of-way dedication to be required, or an alternative method of securing the needed right-of-way. When enforcing subdivision regulations in the City's ETJ, the City shall facilitate the County's road maintenance program by requiring a road standard no less than the standards set out in Attachment "A."

- E. The COUNTY expressly delegates to the CITY the authority to require the preparation of a subdivision plat for the division of any property into two or more lots as required in TEX. LOCAL GOV'T CODE section 232.001, including lots larger than five acres.
- F. The CITY shall deliver six copies of all plat submittals to the COUNTY for review, within five working days from the date of receipt.
- G. The CITY shall include written recommendation from COUNTY Development Services Director in agenda backup for plat approval. For plats processed administratively by the CITY, the CITY shall not approve a plat prior to receiving written recommendation from COUNTY Development Services Director.
- H. The CITY shall require a signature block for the current COUNTY Development Services Department Director authorizing the filing of the plat under this agreement.

- I. The CITY shall deliver two copies of all recorded plats for subdivisions within the CITY's ETJ to the COUNTY within five working days of the recording of the subdivision plat.
- J. The CITY shall also provide to the COUNTY a digital file of each subdivision plat compliant with the currently adopted Hays County Digital Data Submission Standards.
- K. The CITY shall confer and come to agreement with the Hays County 911 Addressing Division concerning street names prior to final plat approval.
- L. The CITY shall allow COUNTY inspectors access to road construction sites of subdivisions within the ETJ and the CITY shall timely submit copies of all road design materials and road construction test results to the COUNTY during road construction. COUNTY inspectors shall have inspection and approval authority over the road construction, stormwater drainage construction, and water and wastewater facility construction within the right-of-way and easements. However, COUNTY inspectors may, from time to time, collaborate with CITY inspectors and delegate to CITY inspectors specific inspections duties related to road construction, stormwater drainage construction, and/or water and wastewater facility construction with the right-of-way and easements. The COUNTY may request that the CITY issue a stop-work notice if, in the COUNTY'S opinion, applicable construction standards are not being met.
- M. Prior to acceptance of new streets or other improvements in a subdivision, the CITY shall require of the applicant/developer a Certificate of Deposit, a Letter

of Credit, or a warranty or cash bond as required by the Subdivision and Development Regulations of Hays County, payable to Hays County, which shall be binding and in effect for two (2) years from the date of acceptance of the streets and improvements. The CITY shall require the applicant/developer to be responsible for maintenance of the streets and improvements as also required by the Hay County Subdivision and Development Regulations. The CITY may also require the applicant/developer to post a utility bond or other improvements bond, payable to the CITY, if required by the subdivision regulations of the CITY.

- N. The CITY shall collect and forward to the COUNTY all COUNTY subdivision fees as presently authorized or amended by the COUNTY, for services to be performed by the COUNTY. The CITY shall have the right to charge applicants/developers reasonable fees, sufficient to cover the full cost of services provided by the CITY under this Agreement and otherwise in the administration of regulations that apply to subdivisions in the CITY's ETJ. In addition to the City's fees and in consideration of the County's performance under this Agreement, the City shall collect a \$320.00 per-lot fee for every subdivision subject to this Agreement. Subject to other taxes, fees, fines and penalties permitted by law, said \$320.00 per-lot fee shall be forwarded to the County and shall constitute full and complete compensation for County services under this Agreement.
- O. If a fee, Certificate of Deposit, Letter of Credit, warranty or bond is to be forwarded to Hays County in accordance with this Agreement, the City shall

promptly forward the fee, Certificate of Deposit, Letter of Credit, warranty or bond to Ms. Roxie Botkin (or her successor), Hays County Development Services Department, P.O. Box 1006 , San Marcos, Texas 78667-1006. Physical address 2171 Yarrington Road.

- P. .The CITY agrees to collaborate with the COUNTY regarding the interpretation of any rule or regulation delegated by the COUNTY under this agreement. Such collaboration may result in the grant of a variance on a case-by-case basis. However, the CITY shall not grant a variance to a COUNTY regulation without the consent of the COUNTY. The process for granting a variance shall be for the CITY to consider the variance prior to the COUNTY. The CITY may approve the variance conditioned upon the COUNTY's approval. COUNTY approval shall be by formal action of the COUNTY Commissioners Court.
- Q. As an attachment to this Agreement, the CITY shall provide a current map and digital drawing file defining the legal boundaries of its corporate limits and areas of ETJ. The CITY shall notify the COUNTY of any changes to the CITY's ETJ within 10 days of the effective date of the change, and the area covered by this agreement shall be described by a metes and bounds description and accompanied by an updated digital drawing file. Notice shall be provided by letter according to Section IV. C, below. A change in the area covered by this Agreement shall not, however, affect any rights accrued under TEX. LOCAL GOV'T CODE Chapter 245 prior to the effective date of the change.

- R. The CITY shall submit for review by the COUNTY facility planning reports supporting the proposed subdivision as required in 30 TAC Chapter 285.
- S. The CITY shall review floodplain drainage analyses of FEMA regulated floodplains that are submitted in connection with proposed subdivision plats for compliance with Chapter 735 of the Hays County Development Regulations.

IV. GENERAL PROVISIONS

- A. General Administration:** Administering this Agreement and the contact person for the COUNTY shall be the Hays County Director of Development Services, or his/her representative. Administering this Agreement and the contact person and representative for the CITY shall be the CITY Manager, or his/her designee. The City hereby designates the City's Director of Planning with authority over the City's subdivision planning staff as the designee for purposes of this Agreement.
- B. Alteration, Amendment or Modification:** This Agreement may not be altered, amended, or modified except in a subsequent writing signed by all Parties to this Agreement. No official, agent, employee, or representative of either the COUNTY or the CITY has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Hays County Commissioners Court or the CITY.

C. Notice: All notices sent pursuant to this Agreement shall be in writing and must be sent by registered or certified mail, postage prepaid, return receipt requested.

(a) Notices sent pursuant to this Agreement shall be sent to the Hays County Subdivision Coordinator's Office at the following address:

Ms. Roxie Botkin (or her successors)
Hays County Development Services,
P.O. Box 1006
San Marcos, Texas 78667-1006

(b) Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

Mr. Kenneth Williams (or his successor)
City Manager
City of Buda
121 Main Street
Buda, TX 78610

(c) To be effective, a copy of any notices sent to the COUNTY shall be sent to the Special Counsel's Office at the following address:

Mark Driscoll Kennedy (or his successor)
A.D.A. -- Chief -- Civil Division
Hays County, Texas
111 E. San Antonio, Suite 204
San Marcos, TX 78666

(d) To be effective, a copy of any notice sent to the CITY shall be sent to the CITY Attorney at the following address:

City Attorney
City of Buda
121 Main Street
Buda, TX 78610

(e) When notices sent pursuant to this Agreement are mailed by registered

or certified mail, delivery of notice shall be deemed effective three (3) working days after deposit in a U.S. mail box or at a U.S. post office.

D. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Agreement.

E. Breach: The failure of either Party to comply with the terms and conditions of this Agreement shall constitute a breach of this Agreement. Either Party shall be entitled to any and all rights and remedies allowed under Texas law for any breach of this Agreement by the other Party.

F. Non-Waiver: The waiver by either Party of a breach of this Agreement shall not constitute a continuing waiver of such breach or of a subsequent breach of the same or a different provision. Nothing in this Agreement is intended by either Party to constitute a waiver of any immunity from suit or liability to which it is entitled under applicable law.

G. Entire Agreement; Third Parties: This Agreement constitutes the entire agreement between the COUNTY and the CITY. No other agreement, statement, or promise relating to the subject matter of this Agreement and which is not contained in this Agreement or incorporated by reference in this Agreement shall be valid or binding. This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

H. Terms used in Document: As used in this document, the terms "Interlocal Cooperation Agreement", "Interlocal Agreement", "Agreement",

and "Contract" are synonymous.

I. Non-Defined Terms: If not specifically defined in this Agreement, words and phrases used in this Agreement shall have their ordinary meaning as defined by common usage.

EXECUTED THIS _____ day of _____, 2011.

HAYS COUNTY

By: _____
HONORABLE JUDGE BERT COBB, M.D.
HAYS COUNTY JUDGE

ATTEST:

LIZ Q. GONZALEZ, HAYS COUNTY CLERK

DATE: _____

EXECUTED THIS _____ day of _____, 2011.

CITY OF BUDA

By: _____
KENNETH WILLIAMS, CITY MANAGER

ATTEST:

TONI MILAM, CITY SECRETARY

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 amend the LCRA Service Fee Fund for costs associated with the Hays County Water Quality Monitoring Program.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 18, 2011

AMOUNT REQUIRED: \$5438

LINE ITEM NUMBER OF FUNDS REQUIRED:

\$5438.00 from #171-691-00-5391

REQUESTED BY: Clint Garza

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

SUMMARY:

On October 26, 2010, the Commissioners Court approved the Hays County Water Quality Monitoring Program to join TCEQ's Texas Clean Rivers Program. Hays County was written into both LCRA and GBRA's Quality Assurance Protection Plans to monitor a total of 10 sites located in various watersheds throughout Hays county. Development Services staff is ready to begin the official monitoring for FY 2012.

During annual budget processing funds were not requested from the LCRA service fee fund for FY2012 lab fees and supplies which will be necessary to continue moving forward with the county-wide program.

Budget Amendment:

171-691-00.5301 (5,438)

171-691-00.5391 5,438

DESCRIPTION OF Item: Discussion and possible action to amend the LCRA Service Fee Fund for costs associated with the Hays County Water Quality Monitoring Program.

PREFERRED MEETING DATE REQUESTED: October 25, 2011

COUNTY AUDITOR

AMOUNT: \$5438

LINE ITEM NUMBER: LCRA Fund (see budget amendment)

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS: See attached budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

FUND NO. 001
FUND TITLE: GENERAL FUND

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment</u>		<u>Appropriation as Amended</u>
		<u>Increases</u>	<u>Decreases</u>	
<u>Historical Commission/Documentaries (676-00-055):</u>				
001-676-00.055.5201 General Supplies	2,000	2,020		4,020
001-676-00.055.5448 Contract Svcs	4,000	10,000		14,000
		<u>Decreases</u>	<u>Increases</u>	
001-676-00-055.4610 Contributions	0		12,020	12,020
Accept & budget donations				

FUND NO. 052
FUND TITLE: SHERIFF SPECIAL PROJECTS

<u>Sheriff Special Projects (618):</u>				
052-618-00.5222 Crime Prevention	6,200	38		6,238
		<u>Decreases</u>	<u>Increases</u>	
052-618-00.4610 Contributions	200		38	238
Accept & budget donation				

FUND NO. 171
FUND TITLE: LCRA SERVICE FUND

<u>LCRA Service Fee (691):</u>				
171-691-00.5391 Misc	0	5,438		5,438
171-691-00.5301 Operating	100,000		(5,438)	94,562
Transfer Water Quality Monitoring Program				

2012 Hays County Water Quality Monitoring Laboratory Costs

LCRA Lab fees

<i>E.coli</i>	\$40
Nitrate/Nitrite	\$20
Total Phosphorous	\$22
Total Kjeldahl Nitrogen	\$30
Total Suspended Solids	\$12

GBRA Lab fees

<i>E.coli</i>	\$25
Nitrate	\$25
Total Phosphorous	\$27
Total Kjeldahl Nitrogen	\$44
Total Suspended Solids	\$22
Ammonia Nitrogen	\$26

Sites in the GBRA jurisdiction: Total Lab Cost –

Total: \$3304

-Blanco River at CR 1492:	\$169 quarterly = \$676
-Blanco River at Little Arkansas:	\$169 quarterly = \$676
-Blanco River at Lime Kiln Rd:	\$169 quarterly = \$676
-Blanco River at Fischer Store Rd:	\$169 quarterly = \$676
-Five Mile Dam:*	\$25 monthly = \$300
-San Marcos River at Old Martindale:	\$25 monthly = \$300

Sites in the LCRA jurisdiction: Total Lab Cost –

Total: \$1984

-Onion Creek at Cole Springs Rd:	\$124 quarterly = \$496
-Onion Creek at Creek Rd:	\$124 quarterly = \$496
-Barton Creek at Trautwein:	\$124 quarterly = \$496
-Bear Creek at Wildwood Hills**	\$124 quarterly = \$496

Lab Fees: \$5288

Supplies: \$ 150

Total Requested Amount: \$5438

*Will also benefit Parks department for health and safety issues related to swimming/recreation at 5 Mile Dam Park.

**Will fulfill the enhanced water quality monitoring agreement with WCID#1

LCRA Environmental Laboratory Services

P. O. Box 220 78767-0220

3505 Montopolis

Austin, Texas 78744-1417

TEL: 5123566022

Physical Address:

FAX: 5123566021

02-Jun-11

**QUOTATION for
ANALYTICAL SERVICES**

Quote: K2696

Company: Hays County Development Services

Submitted By:

Contact: Eric Van Gaasbeek

Address: 2171 Yarrington Rd.

San Marcos, TX 78666

Phone: (512) 393-2150 Fax: (512) 393-2190

Quote Expires: 8/31/2011

Project:

TAT: 10 working days

QC Level: CRP

TEST ID	Matrix	Test Name	Test	Remarks	# Samp	Unit Price	Test Total										
BAC-ECOLITR	Aqueous	E-COLI by IDEXX	SM9223B		1	\$40.00	\$40.00										
<table><tr><td><u>Test Code</u></td><td><u>Analyte</u></td><td><u>PQL</u></td><td><u>Units</u></td><td><u>NELAP</u></td></tr><tr><td>BAC-ECOLITRAY</td><td>Ecoli</td><td>1</td><td>IPN/100m</td><td>Accredited</td></tr></table>								<u>Test Code</u>	<u>Analyte</u>	<u>PQL</u>	<u>Units</u>	<u>NELAP</u>	BAC-ECOLITRAY	Ecoli	1	IPN/100m	Accredited
<u>Test Code</u>	<u>Analyte</u>	<u>PQL</u>	<u>Units</u>	<u>NELAP</u>													
BAC-ECOLITRAY	Ecoli	1	IPN/100m	Accredited													
N2N3_SM	Aqueous	NITRATE and NITRITE	SM4500-NO3-		1	\$20.00	\$20.00										
<table><tr><td><u>Test Code</u></td><td><u>Analyte</u></td><td><u>PQL</u></td><td><u>Units</u></td><td><u>NELAP</u></td></tr><tr><td>N2N3_SM</td><td>Nitrogen, Nitrate & Nitrite</td><td>0.02</td><td>mg/L</td><td>Accredited</td></tr></table>								<u>Test Code</u>	<u>Analyte</u>	<u>PQL</u>	<u>Units</u>	<u>NELAP</u>	N2N3_SM	Nitrogen, Nitrate & Nitrite	0.02	mg/L	Accredited
<u>Test Code</u>	<u>Analyte</u>	<u>PQL</u>	<u>Units</u>	<u>NELAP</u>													
N2N3_SM	Nitrogen, Nitrate & Nitrite	0.02	mg/L	Accredited													
P-TOTAL_W	Aqueous	TOTAL PHOSPHATE AS P IN WATER	E365.4		1	\$22.00	\$22.00										
<table><tr><td><u>Test Code</u></td><td><u>Analyte</u></td><td><u>PQL</u></td><td><u>Units</u></td><td><u>NELAP</u></td></tr><tr><td>P-TOTAL_W</td><td>Phosphorus, Total (As P)</td><td>0.02</td><td>mg/L</td><td>Accredited</td></tr></table>								<u>Test Code</u>	<u>Analyte</u>	<u>PQL</u>	<u>Units</u>	<u>NELAP</u>	P-TOTAL_W	Phosphorus, Total (As P)	0.02	mg/L	Accredited
<u>Test Code</u>	<u>Analyte</u>	<u>PQL</u>	<u>Units</u>	<u>NELAP</u>													
P-TOTAL_W	Phosphorus, Total (As P)	0.02	mg/L	Accredited													
TKN_W	Aqueous	TOTAL KJELDAHL NITROGEN	E351.2		1	\$30.00	\$30.00										
<table><tr><td><u>Test Code</u></td><td><u>Analyte</u></td><td><u>PQL</u></td><td><u>Units</u></td><td><u>NELAP</u></td></tr><tr><td>TKN_W</td><td>Nitrogen, Kjeldahl, Total</td><td>0.1</td><td>mg/L</td><td>Accredited</td></tr></table>								<u>Test Code</u>	<u>Analyte</u>	<u>PQL</u>	<u>Units</u>	<u>NELAP</u>	TKN_W	Nitrogen, Kjeldahl, Total	0.1	mg/L	Accredited
<u>Test Code</u>	<u>Analyte</u>	<u>PQL</u>	<u>Units</u>	<u>NELAP</u>													
TKN_W	Nitrogen, Kjeldahl, Total	0.1	mg/L	Accredited													
TSS_SM	Aqueous	TOTAL SUSPENDED SOLIDS	SM2540D		1	\$12.00	\$12.00										

1 of 2



REGIONAL LABORATORY

933 E. Court St. Seguin, TX 78155

830-379-5822

QUOTATION FOR ANALYSIS

DATE:	June 3, 2011
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Parameter	Method	Cost Per Sample
Residue, Total Nonfiltrable (MG/L)	SM 2540 D	\$22
Nitrogen, Kjeldahl, Total (MG/L as N)	EPA 351.2	\$44
Nitrate (MG/L as N)	EPA 300.0 Rev. 2.1 (1993)	\$25
Phosphorus, Total, Wet Method (MG/L as P)	EPA 365.3	\$27
E.Coli, MPN/100 mL	IDEXX Method, Colilert 18	\$25
Ammonia Nitrogen (MG/L)	EPA 350.1/SM 4500-NH3 D	\$26

Total:

\$169.00

GBRA REGIONAL LABORATORY

933 E. COURT STREET

Seguin, Texas 78155

830-379-5822

**Fox Scientific, Inc.**

8221 East FM 917 Alvarado TX, 76009
(800) 369-5524 (817) 783-3571 Fax
www.foxscientific.com

Quotation

QUOTE DATE	QUOTE NUMBER
06/10/11	S1040978
ORDER TO:	PAGE NO.
FOX SCIENTIFIC, INC. 8221 E FM 917 ALVARADO TX 76009-6032 817-783-7500	1
QUOTE EXPIRES	
07/10/11	

QUOTE TO:
HAYS COUNTY
111 E. SAN ANTONIO ST
SUITE 100
SAN MARCOS, TX 78666

SHIP TO:
HAYS COUNTY
111 E. SAN ANTONIO ST
SUITE 100
SAN MARCOS, TX 78666

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPESSOR	
18067	Bid		Brandon Wynn	
WRITER	SHIP TO	TERMS	ORDERED BY	
Tammie Powell	BW BEST-WAY	Net Due 30 Days	Eric	
ORDER STY	DESCRIPTION / QTY	ROL PRICE	EXT PRICE	
1ea	R2243000-20F CONDUCTIVITY/TDS STANDARD, 1MS/CM (1000 umho/cm)@ 25deg. C 20L cube TAXES NOT INCLUDED	117.250	117.25	
		Subtotal	117.25	
		Handling	1.47	
		Amount Due	118.72	

This is a Quotation.
Quotation is valid for 90 days unless specified
on the top of the form.

Austin Watershed Monitoring Locations



0 3 6 Miles

Area of Detail



Legend

Monitoring Agency

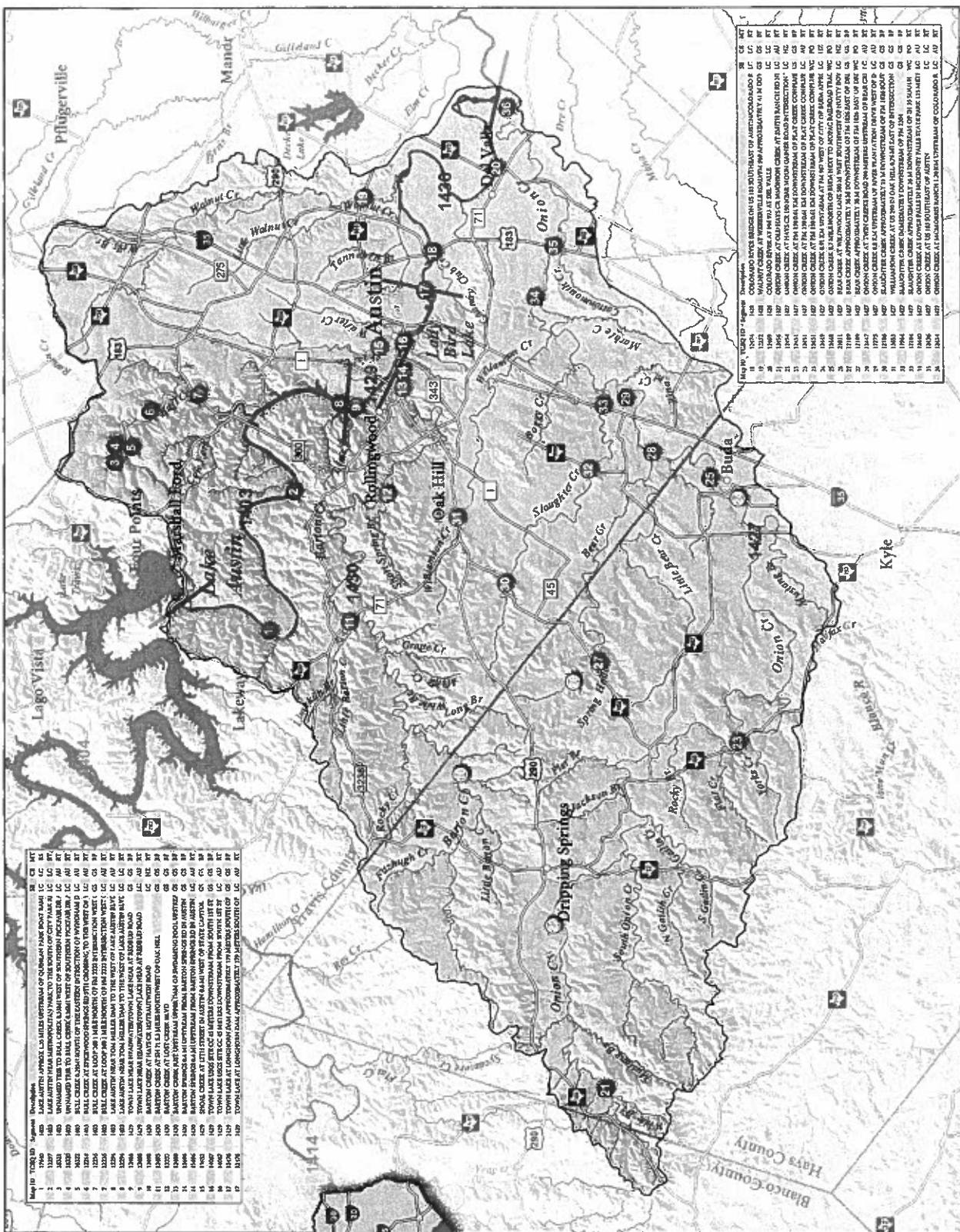
- LCRA
- City of Austin
- TCEQ
- USGS
- Hays County

- Cities
- Counties
- Interstate Highways
- US Highways
- Major Roads
- Stream Segments
- Stream Segment Boundaries
- Lakes
- Rivers
- Creeks
- Austin Watershed

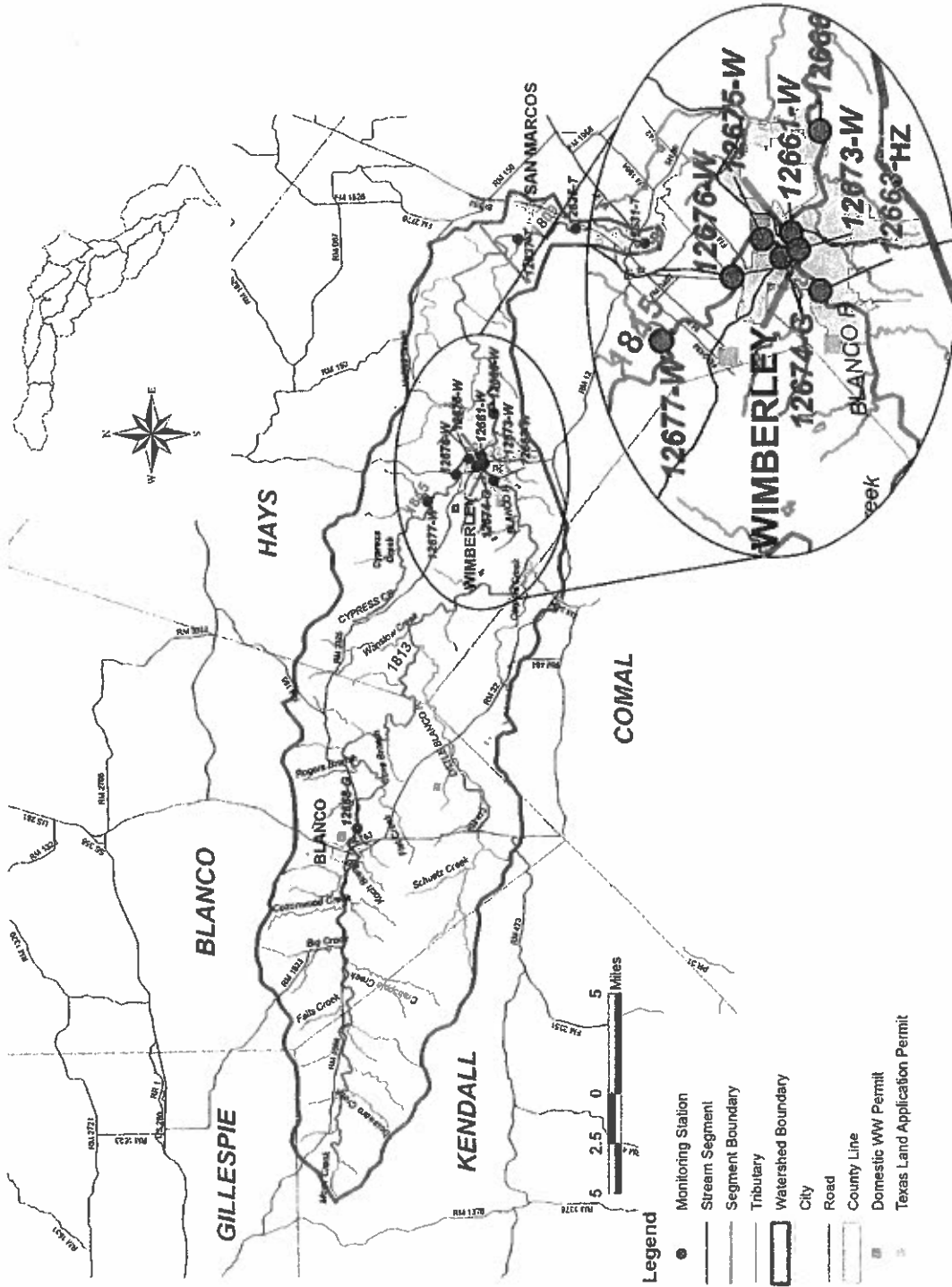
Source:
Roads - TxDOT
County - TxDOT
Watersheds - EPA
WaterBodies - EPA/USGS
Segments - TCEQ

This map has been produced by the Lower Colorado River Authority for its own use. Accordingly, certain information, features, or details may have been emphasized over others or may have been left out. LCRA does not warrant the accuracy of this map, either as to scale, accuracy or completeness.

August 3, 2011



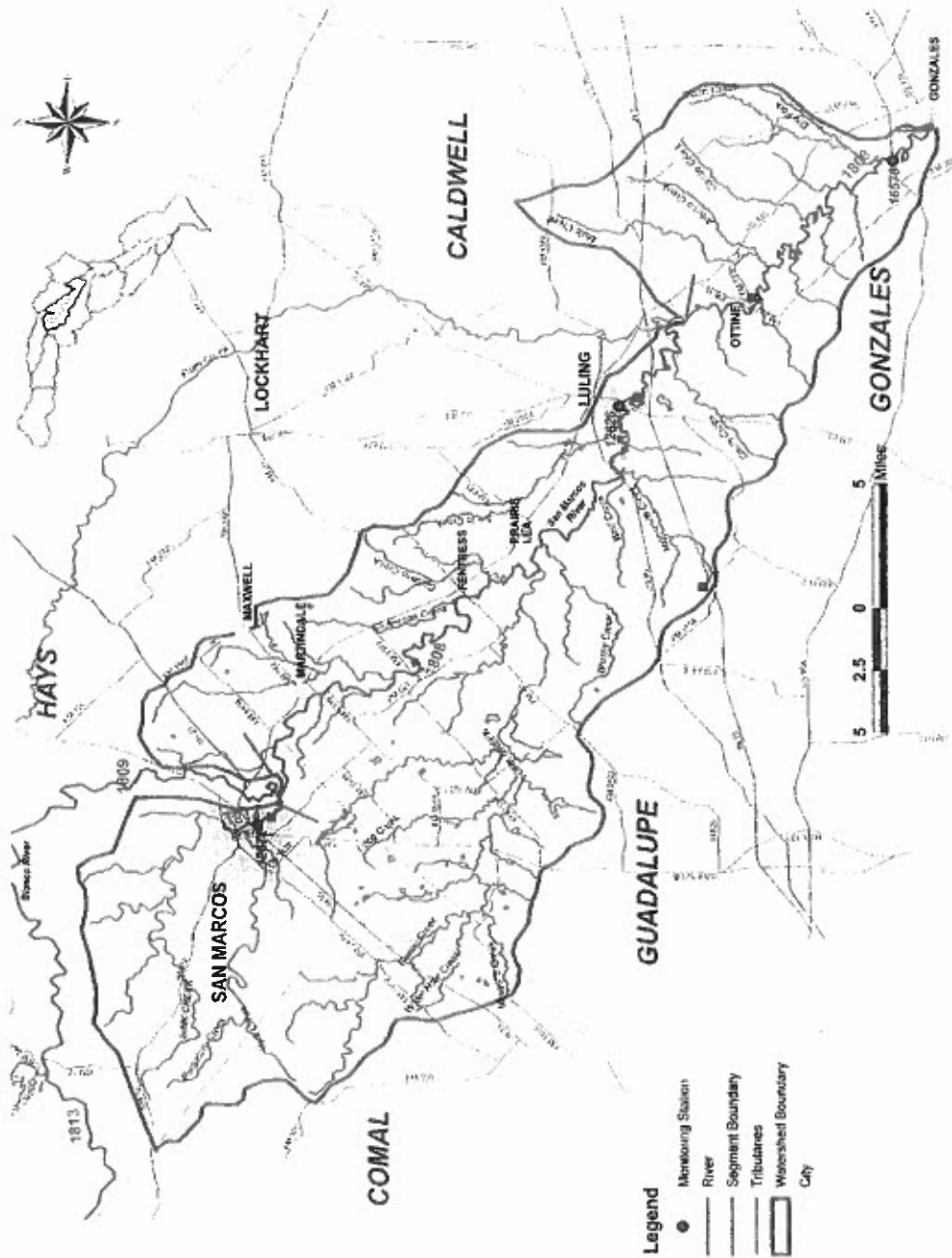
Blanco River Watershed



1213qapp.gbra final

Last revised on 7/22/2011 5:27:00 PM

San Marcos River Watershed



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: 10:00 AM Workshop regarding marketing, selling, and/or leasing Hays County properties including a presentation from CBRE representatives.

CHECK ONE:	CONSENT	ACTION	EXECUTIVE SESSION
	X WORKSHOP	PROCLAMATION	PRESENTATION

PREFERRED MEETING DATE REQUESTED: 10/25/11

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB/CONLEY

CBRE was selected as a provider of real estate services for Hays County during the June 19th Commissioner Court. The workshop will include a presentation from CBRE. Material to be provided in court.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: 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 25, 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.

