

**Commissioners Court -May 31, 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 31st day of May, 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 the Greater San Marcos Partnership to bring the Court up-to-date with progress. CONLEY
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PUBLIC COMMENTS

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

CONSENT ITEMS

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

2	5	Approve payments of county invoices. HERZOG
3	6-12	Approve Commissioners Court Minutes of May 24, 2011. COBB/GONZALEZ
4	13-22	Approve specifications for Bid #2011-B05 "Annual Contract for Air Conditioning & Heating Services" and authorize purchasing to solicit for bid and advertise. COBB/MAIORKA/KNOTT
5	23-39	Approve specifications for RFP #2011-P13 "Request for Proposal for Inmate Commissary Services for the Hays County Jail" and authorize purchasing to solicit for proposal and advertise. COBB/HERZOG/MAIORKA/CUTLER
6	40-44	Accept a \$500 donation to the Sheriff's Office Community Outreach Program. COBB/CUTLER
7	45-48	Approve the transfer of funds in the Public Health Emergency Response (PHER) grant from salaries to office equipment in the amount of \$3000.00 and amend the budget accordingly. INGALSBE/HARGRAVES
8	49-53	Approve the amended contract between the Department of State Health Services (DSHS) and the Personal Health Department (PHD) for the FY 2010 Public Health Emergency Preparedness (PHEP) Carryover project. INGALSBE/HARGRAVES
9	54-56	Approve budget amendment to move funds from Jail Operations to the Sheriff Operating budget for temporary personnel. COBB/CUTLER
10	57-71	Authorize the County Judge to sign renewal contract for Elevator Maintenance. COBB/KNOTT
11	72-73	Approve budget amendment to move funds from Development Services Operating to the GIS budget for temporary personnel. COBB/GARZA

ACTION ITEMS

ROADS

12	74-75	Call for a public hearing on June 14, 2011 to establish traffic regulations in Fieldstone subdivision. WHISENANT/BORCHERDING
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SUBDIVISIONS

13	76-77	10-2-45 Villegas Acres Subdivision (2 lots). Discussion and possible action to consider approval of Final Plat. JONES/BOTKIN
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14	78-79	10-4-50 Key Ranch Balance Area Subdivision (156 lots); Discussion and possible action to approve preliminary plan; consider variances from Sections 721.5.07(C), 705.5.01(K), and 705.5.04 of the Hays County Development Regulations. WHISENANT/BOTKIN
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MISCELLANEOUS

15	80-84	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between the Hays County Sheriff's Office and the City of Woodcreek regarding traffic enforcement. CONLEY/CUTLER
16	85-91	Discussion and possible action for consideration and approval of a resolution relating to establishing the County's intention to reimburse itself for the prior lawful expenditure of funds relating to constructing various road improvements from the proceeds of a series of obligations to be issued by the County for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date. COBB
17	92-126	Discussion and possible action to approve a Professional Services Agreement with Surveying and Mapping, Inc. (SAM) for surveying services required for the transfer of dedicated Right of Way paralleling RM1826 near RM967 to the County to permit relocation of utilities as required by the safety improvement project to add a left turn lane from RM1826 onto RM967 in Precinct 4. WHISENANT
18	127-128	Discussion and possible action to Authorize Commercial OSSF Permit to Duane Newcom for a 3-Space RV Park located at 1700 Harmon Hills Road (Douglas Estates lot 18-D) in Dripping Springs, in Precinct 4. WHISENANT/POPE
19	129-134	Discussion and possible action to hire Michael Aulick to assist with the application for CAMPO funds. CONLEY/BORCHERDING
20	135	Discussion and possible action to acknowledge completion of the Village of San Marcos/CFPO-PAL Park Bond Fund project. INGALSBE/HAUFF
21	136-155	Discussion and possible resolution of the Commissioners Court accepting a petition for the creation of a "Hays County Water and Sewer Authority" a corporation under Chapter 431 of the Texas Transportation Code; approving the Articles of Incorporation, Bylaws, and Directors of said corporation. WHISENANT

WORKSHOP

22	156-180	1:00 PM Workshop by Mission Critical, Inc. and Erica Carpenter from the Hays County Sheriff's Office on the Unified Dispatch project (PSAP Consolidation). Action may follow presentation. 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	181	Executive Session pursuant to Sections 551.071 and 551.076 of the Texas Government Code: Consultation with counsel and deliberation regarding deployment of security personnel or devices. COBB/CUTLER
24	182	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on CR 210 and McGregor Lane. Possible action to follow in open court. JONES/WHISENANT
25	183	Executive Session pursuant to Open Meetings Act, Texas Government Code 551.074, Commissioners Court may convene to executive session to deliberate the appointment, employment, evaluation, reassignment and duties of individual employees of Development Services. Possible action may follow in open court. CONLEY/GARZA
26	184	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on a portion of Lot 1, Hays County Law Enforcement Center Addition (a.k.a. "Parcel 3 Old Plant Project). Possible action may follow in open court. COBB/INGALSBE
27	185	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding Cause Numbers 11-0484 and 11-0485 in the 22 nd Judicial District Court of Hays County (defendant Prakashandand Saraswati). Possible action to follow. COBB/KENNEDY

STANDING AGENDA ITEMS

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

28	Discussion and possible action related to the burn ban. COBB/CHAMBERS
29	Discussion of issues related to proposed capital construction projects in Hays County, including but not limited to the government center; precinct offices; Resources Protection Transportation and Planning Department; and space needs projections for the Hays County Jail and related criminal justice analysis. Possible action may follow. INGALSBE
30	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. COBB
31	Presentations by Department Heads to update and inform the Commissioners Court of department structure, performance, and goals. COBB/BAEN
32	Discussion and possible action to approve hiring, transfer and/or promotion of vacant position(s). The intent of the standing agenda item is to recognize deadline restraints and remove barriers or bottlenecks for hiring managers when presenting to Commissioners Court key positions they feel are needed to be filled. COBB/BAEN
33	Discussion of material relating to the Hays County Water and Wastewater Authority and/or the LCRA divestiture. WHISENANT
34	Discussion and possible action regarding CAMPO's call for projects that would be funded by federal stimulus monies. CONLEY/BORCHERDING

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 27th day of May, 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 the Greater San Marcos Partnership to bring court up – to - date with progress.

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

PREFERRED MEETING DATE REQUESTED: 5/31/11

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Amy Madison

SPONSORED BY: Commissioner Will Conley

SUMMARY:

The City of San Marcos has partnered with new and existing businesses and local officials to help facilitate the expansion or renovation of existing structures and to build new facilities. The City offers various types of incentives that are designed to help fill a financial gap associated with a small business development or to help attract a large employee-intensive development to expand or locate in San Marcos. The City remains committed to working with private development on projects that will generate economic growth and jobs for the region.

Agenda Item Request Form

Hays County Commissioners' Court

2:00 p.m. Every Wednesday

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 payment of county invoices.

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

PREFERRED MEETING DATE REQUESTED: 5/31/11

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF MAY 24, 2011.

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

PREFERRED MEETING DATE REQUESTED: MAY 31, 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 24TH DAY OF MAY A.D., 2011, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Dominic Encinias from the Bay Area Fellowship 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

Beth Smith Justice of the Peace Precinct 2, Sam Brannon resident of San Marcos, Bill Herzog Hays County Auditor spoke.

PRESENTATION OF THE ENVISION CENTRAL TEXAS COMMUNITY STEWARDSHIP AWARD FOR PUBLIC AWARENESS TO THE HAYS COUNTY COMMISSIONERS COURT

Karen Ford former Precinct 4 County Commissioner spoke of the Rainwater Revival group. Envision Central Texas recently named the 2010 Rainwater Revival winner of its Community Stewardship Award for Public Awareness and led the Hays County Water Conservation Working Group (HCWCWG) that produced the Revival, accepted the award on behalf of the County and the HCWCWG from Hays County Judge Bert Cobb, M.D. one of several regional elected official who presented Envision Central Texas awards in different categories. Award winners in all categories received a hand-blown glass bowl from Hays County business Wimberley Glass Works.

PRESENTATION OF CERTIFICATES RECOGNIZING STUDENT PARTICIPATION IN STUDENT GOVERNMENT DAY ON MAY 13, 2011

Kim Porterfield San Marcos City Council Member spoke of Student Government Day. The Hays County Commissioners Court recognized the following students Andrew Liguez (County Judge), Samantha Govea (Commissioner Precinct 1), Molly Hickson (Commissioner Precinct 2), Sara Jo Porterfield (Commissioner Precinct 3), Jordun Lattie (Commissioner Precinct 4), Mikali Myers (Constable Precinct 1), Pamela Stover (Sheriff), Hannah Hoffman (citizen role player), Sierra Rowe (County Clerk), Councilperson Kimberly Porterfield, Miguel Arredondo, and Yolanda Diaz for their participation and involvement in Student Government Day.

PRESENTATION BY DAVID VALLE, CHIEF APPRAISER, HAYS CENTRAL APPRAISAL DISTRICT, UPDATE OF ACTIVITY AT THE APPRAISAL DISTRICT INCLUDING INFORMATION REGARDING NEW AERIAL IMAGERY

Luanne Caraway Hays County Tax Assessor spoke of the great job David Valle is doing. David Valle, Chief Appraiser of the Hays Central Appraisal District gave a presentation of the general information and policies for public access. HCAD has acquired Pictometry, and advanced imaging software that, in turn, is being provided through a free licensing agreement to local taxing entities- including cities, school districts, emergency services districts and the county for their use. In the past several years, Hays County has grown from about 60,000 to 80,000 properties. The Appraisal District purchased Pictometry to offset hiring additional people to handle the increased workload. HCAD mission is to serve the public and its entities by providing an equal and uniform appraisal roll in an accurate timely manner. HCAD does not set tax rates of collect taxes. Tax rates are set by the taxing entities such as the county, cities and school districts. David Valle also presented a surplus check to the county for \$12,724.01.

PRESENTATION AND UPDATE BY DENNIS ROSE ON THE SOUTH CENTRAL TEXAS WATER ADVISORY COMMITTEE (SCTWAC)

Dennis Rose member of the South Central Texas Water Advisory Committee spoke of the update and report of the Barton Springs/Edwards Aquifer Authority. Mr. Rose was appointed by the court on December 21, 2010 to represent the County on South Central Texas Water Advisory Committee he presented the Hays County Commissioner Court with an update on what the committee has been doing. San Marcos is in stage 1 but is currently running a risk of stage 2 because of the shortage of rainfall! Two main purposes of the committee is (1) to choose one member out of the group to serve as a non-voting member on the Edwards Aquifer Authority board (2) to produce a bi-annual report to the legislative about the status of the EAA. Members monitor the EAA to see if there are to prejudicial actions regarding downstream interests. The committee receives the same information as an EAA board and has the authority to ask the EAA Board for reconsideration of any action. If the action is not resolved, they can appeal the action to the TCEQ.



MAY 24, 2011

VOLUME U PG 589

28075 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 \$1,810,639.56 submitted by the County Auditor. All voting "Aye". MOTION PASSED

28076 APPROVE COMMISSIONERS COURT MINUTES OF MAY 17, 2011

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve Commissioners Court Minutes of May 17, 2011 as presented by the County Clerk. All voting "Aye". MOTION PASSED

28077 AMEND BUDGET OF CONSTABLE PCT. 4 FOR LAW ENFORCEMENT SUPPLIES FROM LAW ENFORCEMENT EQUIPMENT

Constable Ron Hood would like to transfer funds in the amount of \$700.00 from line item 001-638-00.5711(Law Enforcement Equipment) to 001-638-00.5206 (Law Enforcement Supplies) to purchase the following supplies for his office 2 Vehicle Rifle Racks, 2 LED Vehicle Strobe Light Kits, 2 sets of Binoculars, 2 Narcotic Test (Amph & Mathamph), 2 Narcotic Test Kits (cocaine), 2 replacement Taser Cartridge, and 3 Galls Standard Window Punch. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to amend budget of Constable Pct. 4 for Law Enforcement Supplies from Law Enforcement Equipment. All voting "Aye". MOTION PASSED

28078 APPROVE OUT OF STATE TRAINING TRAVEL REQUEST FOR CAPT. DAVENPORT AND FLEET MANAGER STEVE COST FROM THE SHERIFF'S OFFICE

A Police Fleet Expo is being held in St. Louis Mo. on August 23-26, 2011. Fleet Manager/Chief Mechanic-Steve Cost and Law Enforcement Captain Mike Davenport will attend to learn how to cut cost and manage our fleet effectively. Vehicle manufacturers, equipment manufacturers and suppliers will be at this expo. Amount requesting is \$2,146.42 (includes registration, flight, hotel, meals and car rental). A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve out of State Training Travel request for Capt. Davenport and Fleet Manager Steve Cost from the Sheriff's Office. All voting "Aye". MOTION PASSED

28079 APPROVE OUT OF STATE TRAINING TRAVEL REQUEST FOR LT. GRAVES, SGT. SKROCKI, AND EVIDENCE TECH LEATHERWOOD

This training is for Lt. Mark Graves, Sgt. Jeri Skrocki and Edvidence Tech Logan Leatherwood on July 11-12 in Slidell, LA. The objectives of the training are to provide participants with a basic understanding for the legal and ethical requirements in order to properly operate a professional evidence/property management system to familiarize fellow law enforcement professionals with the techniques and responsibilities involved in the function of a property room environment. Encourage one another to exchange ideas to improve the understanding and functionality of the property management system with their own agency. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve Out of State Training Travel Request for Lt. Graves, Sgt. Skrocki, and Evidence Tech Leatherwood. All voting "Aye". MOTION PASSED

28080 APPROVAL FOR RENEWAL OF IFB 2010-B07 "MOWING & GROUNDS MAINTENANCE FOR DUDLEY JOHNSON/RANDALL VETTER & KYLE LOG HOUSE" TO MAINTENANCE MANAGEMENT FOR ONE ADDITIONAL YEAR AS PROVIDED FOR IN ORIGINAL BID

The contract for our Mowing and Grounds Maintenance for Dudley Johnson/Randall Vetter & Kyle Log House will expire in May 2011.Hays County would renew the existing contract for one additional year, provided all terms and conditions remain unchanged and in full force and effect as provided in the original contract. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approval for renewal of IFB 2010-B07 "Mowing & Grounds Maintenance for Dudley Johnson/Randall Vetter & Kyle Log House" to Maintenance Management for one additional year as provided for in original bid. All voting "Aye". MOTION PASSED

**28081 AMEND THE JAIL SUPPORT SERVICE BUDGET**

This budget amendment will allow the Sheriff's office to repair damaged fencing and add additional fencing to the 1303/1307 properties to better protect and law enforcement grounds. A bid from Texas Correctional Industries quoted \$ 25,420.70 to do the six area of repairs and \$41,294.71 to tie in the corner of 1303 building to the Training Department. Amount required \$66,715.41 from 01-618-03.5361 Contract Inmate Detention to 01-618-03.5741 Miscellaneous Capital Improvements. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to amend the Jail Support Service budget. All voting "Aye". **MOTION PASSED**

28082 APPROVE CANCELLATION OF COMMISSIONERS COURT ON JUNE 7, 2011

This cancellation is due, in part, to the South Texas County Judge's and Commissioners Association Conference. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to approve cancellation of Commissioners Court on June 7, 2011. All voting "Aye". **MOTION PASSED**

28083 AMEND THE CAPCOG 911 GRANT BUDGET TO USE SAVINGS IN OFFICE SUPPLIES FOR TRAVEL FOR MILEAGE REIMBURSEMENT

Amount required \$ 1,000.00 this amendment does not require matching funds from the County 001-657-99-037.5501. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to amend the CAPCOG 911 grant budget to use savings in office supplies for travel for mileage reimbursement. All voting "Aye". **MOTION PASSED**

28084 AMEND BUDGET FOR WINTER'S MILL PARKWAY TRAIL FOR EQUIPMENT PURCHASE

Under an agreement with the City of Wimberley, Hays County will maintain the newly constructed Regional Hike and Bike Trail along Winter's Mill Parkway and into Blue Hole Regional Park. Appropriate equipment to haul materials, small equipment and personnel to perform routine maintenance, including repairs to the trail way surface, occasional tree trimming, and removal of trash. Due to width and terrain, a full size vehicle cannot access all portions of the trail. A small utility vehicle has been identified, namely a Kawasaki Mule 610, to provide the necessary functions. This vehicle can also be utilized on other properties within the County system to reach areas that cannot be accessed by full size vehicle. Three quotes were solicited for the transport vehicle, with the low quote of \$6819.85 Funds have been allocated and are available to the project for construction, and it is necessary to amend the budget for an equipment purchase 150-813-97-048.5719_700. A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to amend budget for Winter's mill Parkway Trail for equipment purchase. All voting "Aye". **MOTION PASSED**

28085 AMEND JP 1-2 BUDGET FOR CONTINUING EDUCATION

Funds are needed for the annual Justice of the Peace seminar provided by the Texas Justice Court Training center. Amount \$180.00(001-626-00.5551). A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to amend JP 1-2 budget for continuing education. All voting "Aye". **MOTION PASSED**

28086 ACCEPTANCE OF ROAD CONSTRUCTION, DRAINAGE IMPROVEMENTS, RELEASE OF THE CONSTRUCTION SURETY, AND ACCEPTANCE OF THE MAINTENANCE SURETY IN THE AMOUNT OF \$13,527.58 FOR TWO YEARS FOR BUSH RANCH SUBDIVISION, PHASE 2, SECTION 1

Transportation Director Jerry Borcharding gave staff recommendation of Bush Ranch. This acceptance of construction of roads and drainage improvements within the county Right of Way. The road department has inspected and approved the improvements. The road segment is Four Star Blvd 700 ft. A motion was made by Commissioner Whisenant, seconded by Commissioner Ingalsbe to consider the acceptance of road construction, drainage improvements, release of the construction surety, and acceptance of the maintenance surety in the amount of \$13,527.58 for two years for Bush Ranch subdivision, Phase 2, Section 1. All voting "Aye". **MOTION PASSED**



MAY 24, 2011

VOLUME U PG 591

County Clerks Agenda Item #17 Re: KEY RANCH BALANCE AREA SUBDIVISION [10-4-50-156 LOTS] APPROVE PRELIMINARY PLAN; CONSIDER VARIANCES FROM SECTIONS 721.5.07(C), 705.5.01(K), AND 705.5.04 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS- Pulled

- 28087 ACCEPT AND APPROVE THE GUARANTEED MAXIMUM PRICE (GMP) PROPOSAL FOR THE LEC IMMEDIATE NEEDS AS SUBMITTED BY D.L. BANDY CONSTRUCTORS AND TO AUTHORIZE THE COUNTY JUDGE TO ISSUE A NOTICE TO PROCEED WITH CONSTRUCTION AND TO FINALIZE THE CHANGE ORDER TO THE CONTRACT BETWEEN HAYS COUNTY AND D.L. BANDY CONSTRUCTORS FOR PART II CONSTRUCTION SERVICES**

Codi Newsom of Broadus & Associates spoke of the Commissioners Court approved \$2 million for immediately needed Jail Renovations on August 24, 2010. Hays County contracted with D.L. Bandy Constructors as the Construction Manager at Risk to provide Part I Pre-Construction on April 19, 2011 with further authorization of services-Part 2 Construction Services to occur after execution of the GMP Proposal. The six projects being made are 1. security cameras and monitors, 2. Replace fire alarm system, 3. Rewire smoke evacuation system, 4. Exterior concrete wall repairs, 5. ADA compliant toilet and shower, 6. Replace light fixtures in facility.(001-645-00.5741 Countywide Miscellaneous Capital Improvements). A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to accept and approve the Guaranteed Maximum Price (GMP) Proposal for the LEC Immediate Needs as submitted by D.L. Bandy Constructors and to authorize the County Judge to issue a Notice to Proceed with Construction and to finalize the Change Order to the Contract between Hays County and D.L. Bandy Constructors for Part II Construction services in the amount of \$1,470,000.00 and the three add on alternatives for a total of \$168,000.00 bringing the grand total to \$1,638,000.00. All voting "Aye". MOTION PASSED

- 28088 APPROVE THE FORM OF A STANDARD UTILITY RELOCATION AGREEMENT FOR USE BY AGENTS OF HAYS COUNTY**

Jeff Watson of HNTB spoke on Utility Agreement. In 2009, the Hays County Commissioners Court approved several form documents for use on county road projects. This approval gave contractors and consultants a pre-approval arsenal of documents from which they could draw, without the necessity of coming to court for feedback on the deal points. It also dovetailed with the broad authority granted to ex officio road commissioners and the County Judge related to ROW acquisition. Prime Strategies developed this new form and presented it to counsel last week. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve the form of a Standard Utility Relocation Agreement for use by agents of Hays County. Commissioner Jones not present for vote. Commissioner Ingalsbe, Commissioner Conley, Commissioner Whisenant and Judge Cobb voting "Aye". MOTION PASSED

- 28089 AMEND AND MODIFY RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT REGARDING EX OFFICIO ROAD COMMISSIONERS AND RIGHT OF WAY ACQUISITIONS**

Jeff Watson of HNTB spoke. Modification will provide greater latitude for county representatives and streamline the ROW negotiation process. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to amend and modify resolution of the Hays County Commissioners Court regarding ex officio Road Commissioners and Right of Way acquisitions. All voting "Aye". MOTION PASSED

APPROVE A PROFESSIONAL SERVICES AGREEMENT WITH SURVEYING AND MAPPING, INC. (SAM) FOR SURVEYING SERVICES REQUIRED FOR THE TRANSFER OF DEDICATED RIGHT OF WAY PARALLELING RM 1826 NEAR RM 967 TO THE COUNTY TO PERMIT RELOCATION OF UTILITIES AS REQUIRED BY THE SAFETY IMPROVEMENT PROJECT TO ADD A LEFT TURN LANE FROM RM 1826 ONTO RM 967 IN PRECINCT 4-TABLED

- 28090 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH LCRA FOR THE INSTALLATION OF THE BI-DIRECTIONAL AMPLIFIERS AT THE HAYS COUNTY GOVERNMENT CENTER IN AN AMOUNT NOT TO EXCEED \$ 136,000.00**

Bob Hinkle of Broadus & Associates spoke of LCRA being responsible for the wiring of the Amplifiers. Ronnie Strain of the Hays County Sheriff's Office spoke. LCRA proposal (a) per Jeff Turner, LCRA is the single source provider for the radio service (signal transmission throughout their jurisdiction) (b) They were responsible to tour/test the signals throughout the building in March and recommend amplification solutions of 2-3 bidirectional (BDA) amplifiers. (c) for single source responsibility of radio service, they should be the one responsible for broadcast strength and equipment reception/amplification; we recommended they choose the equipment, wiring, terminations, testing in the building. (d) their proposals is for a three BDA scope, NTE \$136,100 but install only two the test. If the third device is not needed, the cost would be less. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to authorize the County Judge to execute a Contract with LCRA for the installation of the Bi-Directional Amplifiers at the Hays County Government Center in an amount not to exceed \$ 136,000.00 All voting "Aye". MOTION PASSED



28091 ADOPT SECTION 552.275 OF THE TEXAS GOVERNMENT CODE TO ESTABLISH A LIMITATION ON UNCHARGED STAFF HOURS DEDICATED TO RESPONDING TO INDIVIDUAL REQUESTORS WITHIN A FISCAL YEAR

Lenee Lovejoy resident of San Marcos spoke. Commissioner Conley spoke of the open records request. Special Counsel Mark Kennedy spoke of Section 552.275 of the Texas Government Code to establish the policy of how much time is spent on open records request. The Civil Division of the Hays County District Attorney's Office has handled over 250 Open Records request since the beginning of 2011. This does not include request handled by other departments. Hays County is only allowed to bill for time of the responsive material to the request is more than 50 pages (stored in a remote storage facility or two of more buildings). This provision allows the County to bill for personnel time after a requestor has used 36 hours of county time to fill requests. A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to adopt Section 552.275 of the Texas Government Code, establish a time limit on the amount of time Hays County personnel are required to spend responding to public information requests, without recovering costs attributable to personnel time, that limit being 36 hours within any given fiscal year. All voting "Aye". MOTION PASSED

28092 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL COOPERATION CONTRACT WITH THE CITY OF WOODCREEK AND THE LOWER COLORADO RIVER AUTHORITY TO ACCEPT RESPONSIBILITIES FOR, AND THE REMAINDER OF, LCRA GRANT FUNDS AWARDED FOR DEVELOPMENT OF THE JACOB'S WELL NATURAL AREA

Jeff Hauff Grants Director Spoke of Jacob's Well Natural Area. On April 17, 2009 the Lower Colorado River Authority (LCRA) and the City of Woodcreek (acting as local government sponsor for the Wimberley Valley Watershed Association) entered into agreement for the award of an LCRA Partnerships in Parks grant for the development of the Jacobs Well Natural Area, in the amount of \$100,000. Partial funding, in the amount of \$46,777 was expended for general cleanup activities, construction of hand rails and new trails, signage and other improvements under the direction of the WWA. Hays County has now become the owner of the property for which the funds were dedicated, and can serve as the local government entity to administer the grant. The City of Woodcreek is desirous of having the grant transferred to the County and the LCRA has agreed to the terms. Upon execution of the Interlocal Cooperation Contract by all parties, the City of Woodcreek will transfer the remaining grant funds, in the amount of \$53,223, to the County for completion of those project elements associated with the grant. The grant term expires on April 16, 2012. A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Interlocal Cooperation Contract with the City of Woodcreek and the Lower Colorado River Authority to accept responsibilities for, and the remainder of, LCRA grant funds awarded for development of the Jacob's Well Natural Area. All voting "Aye". MOTION PASSED

EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL PROPERTY RELATED TO RIGHT OF WAY ACQUISITION ON CR 210 AND ON MCGREGOR LANE

Court convened into closed executive session at 11:55 a.m. and reconvened into open meeting at 12:28 p.m. In attendance were Special Counsel Mark Kennedy, Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant and Judge Cobb - No Action Taken

EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL REGARDING ALL PENDING AND/OR CONTEMPLATED LITIGATION INVOLVING HAYS COUNTY

Court convened into closed executive session at 10:50 a.m. and reconvened into open meeting at 11:52 ; Court convened into closed executive session at 12:28 p.m. and reconvened into open meeting at 12:50 p.m. In attendance were David Mendoza Assistant District Attorney, Sherri Tibbe District Attorney, Special Counsel Mark Kennedy, Commissioner Ingalsbe, Commissioner Jones, Commissioner Conley, Commissioner Whisenant and Judge Cobb -No Action Taken

ACTION RELATED TO THE BURN BAN

At this time the Court decided to leave the burn ban in effect.

Clerk's Note Agenda Item #28 RE: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINCT OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS -Pulled



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Clerk's Note Agenda Item #29 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR- **Pulled**

Clerk's Note Agenda Item #30 RE: PRESENTATIONS BY DEPARTMENT HEADS TO UPDATE AND INFORM THE COMMISSIONERS COURT OF DEPARTMENT STRUCTURE, PERFORMANCE, AND GOALS-**Pulled**

28093 APPROVE HIRING, TRANSFER AND/OR PROMOTION OF VACANT POSITION(S)

Beth Smith Justice of the Peace Precinct 2 spoke of needing to hire an employee for her office. She has requested to have the position posted with the salary of \$26,000.00 on a 15% range with two years clerk experience. **A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve a position in the Justice of Peace Precinct 2 at a 15% rate. All voting "Aye". MOTION PASSED**

Clint Garza Director of Development Services spoke of the need to hire 2 part time paid internship for the department for the summer time. Steve Floyd of RPTP spoke of the need to hire an extra person for the department. **A motion was made by Commissioner Conley, seconded by Commissioner Jones to approve hiring of one internship position for the Environmental Health Department not to exceed in the amount of \$4,000.00. Commissioner Ingalsbe voting "No". Commissioner Jones, Commissioner Conley, Commissioner Whisenant, Judge Cobb voting "Aye". MOTION PASSED**

Clerk's Note Agenda Item #32 RE: DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND WASTEWATER AUTHORITY AND/OR THE LCRA DIVESTITURE-**Pulled**

Clerk's Note Agenda Item #33 RE: DISCUSSION AND POSSIBLE ACTION REGARDING CAMPO'S CALL FOR PROJECTS THAT WOULD BE FUNDED BY FEDERAL STIMULUS MONIES-**Pulled**

A motion was made by Commissioner Ingalsbe seconded by Commissioner Whisenant to adjourn court All voting "Aye". MOTION PASSED

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 May 24, 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

AGENDA ITEM: Approve specifications for Bid #2011-B05 "Annual Contract for Air Conditioning & Heating Services" and authorize purchasing to solicit for bid and advertise.

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

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

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Knott

SPONSORED BY:

SUMMARY: see attached specifications

INVITATION FOR BID
ANNUAL CONTRACT FOR AIR CONDITIONING AND HEATING SERVICES
HAYS COUNTY, TEXAS
BID #2011-B05

Please submit your bid to:

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

The enclosed specifications are for your convenience in submitting a bid for the enclosed referenced services for Hays County.

Sealed bids shall be received **no later than:**

**2:00 p.m. Thursday, June 16, 2011
Mark envelope: A/C and Heating Services Bid #2011-B05**

IT IS UNDERSTOOD THAT Hays County, reserves the right to accept or reject any and/all bids as it shall deem to be in the best interest of Hays County. Sealed bids may be hand-delivered or mailed to the Hays County Purchasing Office, 111 E. San Antonio St., Ste 101, San Marcos, Texas 78666. **Facsimile transmittals shall not be accepted.**

Bids received in the County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Hays County is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Purchasing Office shall be the official time of receipt.

ALTERING BIDS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWING OF BID: A bid may be withdrawn at any time prior to the official opening. After the opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

Any interpretations, corrections or changes to this IFB and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. Addenda will be mailed to all known to have received a copy of this IFB. Bidders shall acknowledge receipt of all addenda.

Any contract awarded pursuant to this IFB shall be contingent on sufficient funding and authority being made and available in each fiscal period by the approval of Commissioners Court. If sufficient funding is not made available, then this contract shall become null and void.

BIDS WILL BE received and publicly opened at the location, date and time stated above. Bidders, their representatives and interested persons may be present.

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be sixty (60) calendar days unless a different period is noted by bidder.

CONTINUING NON-PERFORMANCE of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct deficiencies.

INVOICES shall be sent directly to the Hays County Auditor's Office, 111 E. San Antonio St., Ste. 100, San Marcos, Texas 78666. Payments will be processed after notification that all services/supplies have been rendered satisfactorily and no unauthorized have been rendered.

Hays County terms of invoice are net thirty (30) days from invoice date.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

The County reserves the right to accept in part or in whole any bids submitted, and waive any technicalities for the best interest of the County.

The bid award shall be based on but not necessarily limited to, the following factors;

- Total price
- Special needs and requirements of Hays County
- Vendors past performance record with Hays County
- Hay's County's evaluation of vendors ability

TERM: the term of this contract is from June, 2011 through June, 2011 to renew for three (3) additional one year terms at the discretion of the Hays County Commissioners Court. Price re-determination will be considered at the time renewal is considered.

2. BIDDING REQUIREMENTS

REFERENCES: Hays County requires bidder to supply with this bid, a list of at least three (3) references where like services have been supplied by their firm. Include name of firm, address, telephone number, and name of representative.

RESPONSIBILITY: a prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with the required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award

FORMS: all bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid. Bids cannot be altered or amended after submission deadline.

ESTIMATED QUANTITIES: Hays County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

PURCHASE ORDER: A PURCHASE ORDER IS REQUIRED FOR ANY WORK ORDER/INVOICE THAT WILL EXCEED \$300.00 for products and/or services. The purchase order number must appear on all itemized invoices and/or requests for payment. No work is to be performed until a purchase order is acquired for any amount over \$300.00.

COMPLIANCE WITH LAWS: the successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of duties under this bid.

3. BID SPECIFICATIONS

The service will be on an "On Call" basis for all Hays County buildings.

Point of contact for contract administration: Ron Knott, Director Hays County Facilities Maintenance Department, 512-393-7644.

The contractor shall be responsible for responding to telephone calls from Hays County Maintenance Department personnel only.

Contractor will supply all necessary personnel, tools, and equipment to accomplish emergency air conditioning and heating repairs and routine A/C and heating jobs on an "**On Call**" basis. This is to include but may not be limited to remodel work. All costs rates, except for repair parts and materials supplied by the contractor, will be billed separately from the labor.

Response time after receiving a call for routine services will be no longer than three (3) hours from the time contact has been made with the Contractor or the Contractors answering service until time of arrival at the specified service location.

A pre-job conference will be required on all non-emergency electrical work.

The hourly rate for the service call will commence when the contractor arrives at the specified location and contacts the appropriate county personnel.

Contractor shall be fully licensed to perform A/C and heating work in Hays County and any other County jurisdiction. A copy of licenses shall be furnished upon request.

Contractor must be able to provide A/c and heating service for residential and commercial buildings. All work performed must meet the job specifications, the most current A/C and heating code, and the most current local jurisdiction requirements.

Contractor will be required to furnish a copy of certificate of insurance from an admitted company or an eligible surplus lines carrier, as defined in the Texas Insurance Code, article 1.14-2. A copy must be included and attached to this Invitation for Bid.

Contractor will be required to furnish statutory workers compensation.

Contractor will be required to perform monthly filter changes designated by the Maintenance Department. Contractor will also be required to perform (1) preventive maintenance call per unit per year. Hays County will provide filters.

HAYS COUNTY BID FORM

**AIR CONDITIONING AND HEATING SERVICES
BID #2011-B05**

BID DUE: THURSDAY JUNE 16, 2011 NO LATER THAN 2:00 P.M.

NAME OF BIDDER _____

MAILING ADDRESS _____

CITY _____ **ST** _____ **ZIP** _____

TELEPHONE () _____ **FAX ()** _____

Contractor will bid an hourly rate for normal working hours (7:00 a.m.-5:00 p.m.); after hours (5:00 p.m.-10:00 p.m.); and weekends and holidays. Hourly rates will be bid for performance of work in the following categories:

1. An experienced, licensed AIR CONDITIONING & HEATING TECH, qualified to perform all types of A/C & Heating services:

<u>Hours</u>	<u>Hourly Rate</u>
Regular hours	_____
After hours	_____
Week-ends	_____
Holidays	_____

2. An experienced tech helper:

<u>Hours</u>	<u>Hourly Rate</u>
Regular hours	_____
After hours	_____
Week-ends	_____
Holidays	_____

PARTS: Mark-up percentage from cost _____ %

HEAVY EQUIPMENT such as but not limited to backhoes, cranes, etc. will be charged at an hourly rate. The rate per hour will be _____.

PERMITS: After coordinating with the Hays County Building Maintenance Department the contractor will be responsible for obtaining all necessary permits.

Award of this contract will be based on the lowest hourly rates, ability to meet response time requirements, and the mark-up from cost.

The undersigned, by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, specifications, and special provisions for the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agree to the terms herein.

Signature of Person Authorized to Sign Bid

Date _____

Printed Name and Title of Signer

Name of Company

**INVITATION FOR BID
AIR CONDITIONING & HEATING SERVICES
BID #2011-B05
HAYS COUNTY, TEXAS**

CONTRACT

**STATE OF TEXAS
COUNTY OF HAYS**

WHEREAS, The attached "Bid Package" which includes the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Hays County Commissioners' Court as the governing body of Hays County did on _____, 20__ award a contract to _____
(Vendor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached "Bid Package"; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Hays County, Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor" or "bidder").

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes.

THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

Prior Agreements Superseded

This Contract, with the entire Bid Package incorporated herein for all purposes, including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreements of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Hays County, Texas, effective as of the date awarded above, if any.

VENDOR

HAYS COUNTY

BY: _____ BY _____
AUTHORIZED AGENT COUNTY JUDGE

ATTEST: _____
Liz Gonzalez, Hays County Clerk

****Failure to sign the Contract page(s) may disqualify the bid from being considered by the Commissioners' Court. However, this contract is not valid until awarded in Commissioners' Court and signed by both parties.**

Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.076 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

_____ Does not own taxable property in Hays County.

_____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County.

Name of Contracting Company

Contact Name

Title

Mailing Address

City

State

Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone

Fax

E-mail address

Conflict of Interest Disclosure

Beginning January 1, 2006 a new State Law (Chapter 176 of the Texas Local Government Code) requires the filing of Conflict of Interest Questionnaires by individuals and businesses..

The questionnaire requires disclosures describing certain business and gift giving relationships (if any) the filers may have with the Hays County Commissioners Court members and other elected/appointed officials.

The new law applies to:

- Businesses and individuals who contract with Hays County
- Businesses and individuals who seek to contract with Hays County, (regardless of whether a bidder is awarded the contract), and
- Agents who represent such businesses in their business dealings with Hays County

The forms for reporting are available at www.ethics.state.tx.us/whatsnew/conflict_forms.htm

If you have any questions about compliance, please consult your own legal counsel. Compliance is the individual responsibility of each individual, business, and agent who is subject to the law's filing requirement.

If you are required to file a Conflict of Interest Questionnaire, you should file with the Hays County Clerk by mailing the completed form to:

Hays County Clerk
137 Guadalupe Street
San Marcos, Texas 78666

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Approve specifications for RFP #2011-P13 "Request for Proposal for Inmate Commissary Services for the Hays County Jail" and authorize purchasing to solicit for proposal and advertise.

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

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

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Cutler

SPONSORED BY:

SUMMARY: see attached specifications

Hays County Sheriff's Office

Request for Proposal for Inmate Commissary Services

RFP 2011-P13

Due Date: June 16, 2011 no later than 2:00 p.m.

Section 1 -Proposal Information

General Information and Terms

This section of the Request for Proposal (RFP) outlines the proposal submission requirements and provides information on the desired format for proposals.

Proposal Due Date

The deadline for submission of proposals in response to this RFP is 2:00 p.m. local time on June 16, 2011.

Number of Copies

To facilitate the proposal review process, please provide one (1) original and two (2) copies of your proposal.

Vendor Contact

Questions relating to this RFP should be directed to Sergeant Jesse Hernandez at 512-393-7854. Please send your proposal to: Cindy Maiorka Purchasing Agent Purchasing Hays County 111 E. San Antonio Street, Suite 101 San Marcos, Texas 78666.

Purpose and Duration of RFP

The Sheriff of Hays County, in accordance with Section 351.0415 of the Texas Local Government Code, is requesting proposals from qualified vendors to provide inmate commissary sales once a week (unless county, state, or federal holidays intervene), overnight delivery, technology and service at the HAYS COUNTY LAW ENFORCEMENT CENTER located at 1307 Old Uhland Road, San Marcos, Texas 78666. It is the Sheriff's intent to select only ONE Company to provide the equipment, sales and service specified. The term of the contract will be for an initial period of THREE (3) years with two one (1) year renewals.

Subcontractors

If you propose a multi-vendor or subcontracted approach, clearly identify the responsibilities of each party and the assurances of performance you offer. We prefer to contract with a single or primary vendor.

False or Misleading Statements

If, in our opinion, a proposal contains false or misleading statements or references that do not support a function, attribute, capability or condition as contended by the Vendor, the entire proposal shall be rejected.

Clarification of Proposal

We reserve the right to obtain clarification of any point in a Vendor's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Vendor to respond to such a request for additional information or clarification may result in rejection of the Vendor's proposal.

Acceptance of Proposal Content

The contents of the proposal of the successful bidder will become, at our option, a contractual obligation if a contract ensues. Failure of the successful bidder to accept this obligation may result in cancellation of the award.

Responsiveness

Proposals should respond to all requirements of this RFP to the maximum extent possible. Vendors are asked to clearly identify any limitations or exceptions to the requirements inherent in the proposed system. Alternative approaches will be given consideration if the approach clearly offers us increased benefits.

Applicable Laws

The contract shall be constructed according to the laws of the State of TEXAS and HAYS County. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract and to the extent that the same may be applicable. The contract, when awarded, is performable in Hays County.

Questions Regarding the RFP

The Sheriff of Hays County is bound by statements made or information given during the procurement consideration and award ONLY WHEN such statements or information are written and executed under authority of the Sheriff.

This provision exists solely for the convenience and administrative efficiency of the Sheriff of Hays County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause an action arising here from.

American with Disabilities Act

In connection with the furnishing of goods and services under this contract, the Vendor and Vendor's subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

Assignment of Contract

The services to be performed by the Vendor shall not be assigned, sublet, or transferred without prior written approval of the Sheriff, nor shall the Vendor assign any monies due to become due to him under any contract entered into with the Sheriff pursuant to these specifications, without prior written approval by the Sheriff.

Terms and Conditions

The Sheriff reserves the right to accept and/or reject any or all proposals, with or without cause, to waive any technicalities, or to accept the proposal which, in his sole judgment, best serves the interest of the Hays County Jail, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within fifteen (15) days after the award of the proposal.

The Sheriff reserves the right to request clarification of information submitted and to request additional information from one or more proposers. The decision of the Sheriff is final and binding.

Proposal must be valid for sixty (60) days and shall constitute an irrevocable offer to provide the products and services set forth in the Request for Proposal until one or more contracts have been awarded.

All cost and expenses associated with the preparation and submission of proposals shall be the responsibility of the submitter and no reimbursement for such charges or expenses shall be passed on to the Sheriff.

All records, documents and information collected and/or maintained by others in the course of the preparation of this proposal shall be made accessible to the Sheriff for purpose of inspection reproduction, and audit with out restriction. The proposed vendor shall agree that the Sheriff or his designee may audit, examine, and copy any and all books, records, and information relating to the proposed Vendor's services at no additional cost to the Sheriff. Also the proposed Vendor must maintain all records until the contract is awarded.

Insurance and Liability Requirements

Successful Vendor shall defend, indemnify and save harmless the Sheriff of Hays County, Hays County and all of its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. The successful Vendor shall pay any judgment and costs which may be obtained against the Sheriff of Hays County growing out of such injury or damages.

Format of Proposal

Please minimize the bulk of original writing and make maximum use of your standard brochures and materials. You are free to organize your proposal as you wish as long as you include the requested information and complete the enclosed Requirements Form. ***Failure to complete the Requirements Form and include them with your response may result in disqualification.***

Feel free to include any material that will add to the persuasiveness of your recommended approach. However, if the materials do not directly address the stated requirements, please include them in an appendix or separate volume. We will review and consider all material

submitted, but want to concentrate our efforts on the material that directly addresses our stated needs.

Information about Your Company

Please provide information that will enable us to evaluate your company's financial stability, track record, and support capabilities. We require that you include the following: (1) Most recent audited financial statements, (2) Ownership of your company; (3) Number of years in business, (4) Experience with providing Inmate Commissary Services to government agencies, and (5) A general description of your Inmate Commissary Service process.

User References

Please provide a list of customers of your company who are using your Inmate Commissary Services. The list should provide a contact name, telephone number, and length of time using your company. Also include the total number of customers for your company.

Evaluation Criteria and Factors

The award of the contract shall be made to the responsible proposer whose proposal is determined to be the lowest evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other factors set forth in the Request for Proposal in accordance with the Texas Local Government Code, Section 351.0415. The evaluation criteria will be grouped into percentage factors as follows:

CRITERIA WEIGHT

- Provision for fixed rate of return combined with sales growth incentive 10%
- Menu items and price 5%
- Commission 25%
- Value 10%
- Safety and Security procedures to be performed by the provider 10%
- Experience, Reliability and Stability 20%
- Proposed Method of Performance 10%
- Equipment and Service 10%

Cause for Termination

In the event that the Vendor shall fail to perform, keep and observe any of the terms, covenants and conditions of the contract to be performed, the Sheriff shall give the Vendor written notice of such default and in event said default is not remedied to the satisfaction and approval of the Sheriff within thirty (30) calendar days of receipt of such notice by the Vendor, the Vendor shall have no right to further perform under this contract.

The county, at its sole discretion, may terminate this contract, if in the County's opinion the Vendor is carrying out the terms of the contract in an unreasonable, unprofessionally, or un-workman like manner. Said termination notice for this particular reason shall occur upon the provision of at least thirty (30) calendar days in advance of the date of the proposed termination.

Other causes for termination, but not limited to, shall be; Failure to correctly render stated commission on time; underpayment of stated commission for any reason at any time; deduction of any expenses not agreed to in writing by the county; and failure to timely furnish monthly reports and proved Inmate Commissary Services as outlined in this RFP. Termination notice under this particular reason shall occur upon the provision of at least thirty (30) calendar days in advance of the dated of the proposed termination.

This agreement may be terminated by either party only upon notice, in writing, upon the other party no later that at least sixty (60) days in advance of the effective date of the termination.

Vendor Selection Challenge

If a Vendor should desire to challenge the Sheriffs award decision for this RFP, the appealing Vendor shall post a bond, naming the Hays County Sheriff as the protected party, in the amount of Fifteen Thousand Dollars (\$15,000.00). This bond will be forfeited to the Hays County Sheriff in the event the appeal is denied. In addition, the appealing vendor shall pay to the Hays County Sheriff a minimum compensation of thirty-five percent (35%) commission of all GROSS REVENUES, as defined in Section E, Appendix A, of this RFP for all commissary purchases generated by the inmate population during the appeal process. Further, the appealing vendor shall bear all costs of the appeal process and all costs provided any temporary Inmate Commissary Service.

Conflict of Interest

The Vendor represents, warrants, and affirms that it shall not take any actions in performing its duties and obligations under this agreement that would constitute any as, prejudice, or advantage that would be of benefit to any third party attempting to contract with the Sheriff for the provision of Inmate Commissary Services. The Vendor further represents, warrants, and affirms that it has not, and will not during the term of this proposal process, offer any payment or donations of monies per services to any third party of this contract with the Sheriff regarding the provisions of Inmate Commissary Services to the Hays County Jail.

Include a NOTARIZED statement of the above paragraph in your proposal certifying that no member of your company ownership, management or staff has a vested interest in any aspect or department of Hays County. Also specify that you have and will comply with the above conflict of Interest Statement.

Approach

Describe how your firm plans to approach this project to ensure your work meets and continues to provide for the needs of the Hays County Jail as expressed in the list below:

Installation and Maintenance

- 1 Fully describe the installation requirements necessary for your proposed equipment and services.
- 2 What environmental conditions must be in place for your equipment and goods to function properly?
- 3 Vendor must submit an implementation plan containing all steps and time frames for installation of equipment and any other factors affecting the installation process. (Fully documented Pert/Gnatt charts are acceptable) This implementation plan will become a part of the contract and must be followed. All Inmate Commissary Services must be "cut over" and operational within five (5) working days of the proposed cutoff date.
- 4 Use of existing or in-place conduit, raceways, cableways, cable, inside wiring, mountings, switches, terminal boxes, and terminals within the facility are at the risk of the contractor. No exposed wiring will be permitted. Ownership of any wiring or conduit placed under this contract by the successful bidder, becomes the County's upon termination and/or expiration of contract.
- 5 Please explain how your company provides remote diagnostic, programming, polling and system alarm reporting.
- 6 The successful bidder must provide all necessary labor. Parts, materials and transportation to maintain all commissary equipment in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract. No charge may be made to Hays County for maintenance of the system. The Vendor will provide, at no cost to Hays County, any system upgrades, updates, or additional features developed in a timely manner as required by the County.
- 7 For repair service, the Vendor must respond by arriving on premise anytime Monday thru Friday between the hours of 8:00am and 5:00pm (central time) throughout the entire year. All repair or replacements must be started within four (4) hours following a service request. A complete list of contractors/subcontractors managers, administrators, technicians, etc. must be provided to the Sheriff's Office. This includes a complete list of business, cellular and beeper numbers; the Vendor's management home and emergency phone numbers must also be furnished. Provide a copy of your current repair procedure policy for both normal maintenance and emergency outages.
- 8 A toll-free reporting number, operating Monday thru Friday between the hours of 8:00am and 5:00pm (central time) throughout the entire year, must be provided to the Sheriff's Office for trouble reporting and service requests.

INMATE COMMISSARY SYSTEM SPECIFICATIONS This section of the Request for Proposal (RFP) shall set forth the technical specifications for the services and equipment sought in this invitation. All items using the terms "must", "shall", or "will" are considered mandatory. Failure to fully comply with such items will be considered appropriate grounds for proposal rejection. Items using terms "may", or "should" are deemed to be desirable features, but not mandatory requirements. All bidders must address each and every item individually with a complete response detailing how the proposed equipment meets the specification.

1.0 PHYSICAL INSTALLATION REQUIREMENTS

- A. The commissary equipment hardware shall be a compact design requiring a minimum of wall, desk and floor space. Bidder must submit a scale drawing of the installed space required.
- B. Each module shall be powered by no more than a single, standard, unconditioned, 115-volt, 60Hz power source drawing no more than 300 watts.
- C. Each module shall be equipped with an internal IJL listed power supply that is tolerant of line transients, momentary surges, and short duration drop such that inmate commissary operations continue in the presence of such common disturbances. No auxiliary 115 volt power cords, external power supplies, or AC-to DC converts shall be required to support system.

2.0 BASIC SYSTEM FUNCTIONAL REQUIREMENTS

- A. The commissary computer hardware and inmate banking software must be compatible and interface with Tyler Technologies' Odyssey Jail Management System Application and the current Electronic Medical Records (EMR) application used by the Hays County Jail
- B. Commissary Computer hardware and Inmate Banking Software Features:

User Definability: To facilitate commissary hardware and inmate banking software, all functions must be password protected and controlled for each commissary staff member to include a variety of access levels.

Individual Inmate Trust Fund Accounts: Each inmate will have their own account using the inmate's full name, physical identifiers and Sheriff's Personal Identification Number (S.P.I.N. number) in place of an account number.

Inmate Account Management: From a money management standpoint, the software shall operate like an electronic cash register allowing each transaction to be receipted.

Fee for Services Collection: The software must allow for fees to be recorded and retained from incarceration to incarceration allowing for these fees to be recovered for services rendered such as medical charges, inmate destruction charges or any other charges using the formula provided labeled **Appendix A**.

Inmate Release: The software will acknowledge if the inmate is released to another agency or released under any other circumstance with both a cash balance and a fee debt, the entire cash balance will be applied to the debt.

Commissary Transaction Services: The software will allow for charges to be debited from an inmates account immediately once their commissary order has been submitted.

Disciplinary Restrictions: The software must allow inmates to only purchase hygiene items during the course of their commissary restriction as well as being able to place holds on an inmate account pending disciplinary investigations.

Daily/Monthly Auditing: The software shall allow for auditing at any time. This includes producing reports such as Inmate Transaction Activity Reports, Inmate Commissary Sales Reports, Fee Collection Reports, Daily Deposit Reports, Daily Detailed Summary Reports and optional Check Writing Report.

Indigent Tracking: The software will be able to create a list of inmates who have less than \$1.00 so we may provide them their materials.

Check Writing: The software shall allow for an optional check writing capability which can be utilized whenever necessary.

Shortages: The software shall allow the capability of reporting shortages to the vendor for immediate next day delivery.

3.0 COMMISSARY PRODUCT REQUIREMENTS

- A. The vendor must provide the Sheriff a complete list of quality brand name products with our facility security in mind.
- B. The vendor shall make any over the counter (OTC) medication available for purchase by the inmate population, **supplied in unit doses**, at the request of the Sheriff at all times. Unit dose is defined as doses supplied in single serve blister

packs or single serve amounts. The following OTC medications shall be available on the commissary list.

- 1 Sinus Tabs
- 2 Cough Syrup
- 3 Antacids
- 4 Tylenol (non aspirin)
- 5 Ibuprofen
- 6 Zantac 75/ Pepcid AC
- 7 Antifungal Cream
- 8 Vaginal Cream (infection cream)
- 9 Alka-Seltzer Plus (cold)
- 10 Medicated Dandruff Shampoo

- 1 Body Lotion
- 2 Nasal Spray
- 3 Pepto-Bismol

D. The Sheriff shall have final approval over any and all products allowed on the inmate product purchasing list.

E. All commissary pricing increases will be approved by the Sheriff prior to implementation.

4.0 MAINTENANCE AND SUPPORT

The proposed equipment must be fully supported by remote maintenance. This must include the ability to test commissary computer hardware and software without sending a technician to the site. For security reasons, site repair visits must be kept to an absolute minimum with most repairs and service issues being resolved via remote access. A maintenance and support back-up plan shall be included in the proposal to ensure there is no interruption in services by the vendor.

Other Maintenance and Support Requirements Include:

- A. Remote diagnostics and repair without affecting business in progress or system operation.
- B. 8:00am to 5:00pm (central time) Monday thru Friday repair and maintenance assistance anytime of the year.
- C. System must NOT require on-site intervention for re-boot

- D. System must not require replacement of fuses, batteries, and other peripheral hardware.

5.0 COMMISSARY DETAIL REPORTING AND STORAGE

The inmate banking software must provide for on-site storage of commissary detail information. Other requirements include:

- A. On-site redundant electronic storage capacity of up to 5 year's of Inmate Transaction Activity Reports, Inmate Commissary Sales Reports, Applied Fees Reports, Daily Deposit Reports, Daily/Detailed Summary Reports and Check Writing Reports.
- B. Real-time inmate account activity viewing capability
- C. Real-time reporting of inmate account activity
- D. Automatic commissary record protection via nightly polling
- E. Flexible inmate account detail reporting by inmate S.P.L.N. number
- F. Each record must include detailed inmate account information in easy-to-understand terms.
- G. Retention of detailed inmate account information in the event of power failure.

6.0 BIDDER EXPERIENCE

Bidder must have extensive positive experience with the provision of inmate commissary services to similar institutions. Specifically:

- A. Bidder must provide five correctional facility references that currently utilize the proposed equipment for inmate commissary services. Contact names and telephone numbers must also be provided.
- B. Bidder must provide a list of all correctional facilities previously served and the reason they are no longer customers. Contact names and telephone numbers must also be provided.

- C. Bidder must provide the following information for the inmate banking software manufacture: total number of inmate banking software in service, average number of months in service, and the average number of inmate banking software for the manufacturer's entire customer base.
- D. Bidder must clarify its relationship with the manufacturer as it pertains to the ability to support the proposed hardware and software throughout the contract term and any extensions there to.

7.0 COMMISSARY PROCEDURE

The vendor must be able to meet the following criteria to comply with Sheriff's Office current jail plan and inmate handbook.

A Corrections Officer will provide inmates with order forms listing all commissary items available for purchase. The inmate will complete and sign this form and return it to the Officer taking the weekly order. The signed form will authorize the Commissary Officer to deduct the dollar amount of the ordered items from the Inmate's Trust Fund Account (ITFA). Each ITF A is reviewed and if funds are available, the ordered item will be delivered to the inmate.

Inmates may order commissary items once weekly with order forms submitted no later than 8:00am Monday morning. All orders will be submitted to the commissary vendor the following Tuesday morning. The vendor will deliver the items no later than 10:00am following Wednesday morning to the Sheriff's Office. Commissary will be delivered to the inmates on Wednesday, Thursday and/or Friday of that week.

The Sergeant, Support Services and the Commissary Officer will monitor the prices charged for commissary items. They will insure that, as a minimum, no item on the commissary sales list costs more than the normal retail price in the community.

UNBILLABLE COMMISSARY

The selected vendor shall not charge or bill for incomplete orders received. The Sheriff's Office will not be responsible for any un-billable, uncollectible, or fraudulent commissary orders nor shall any revenues be deducted from the county's commission in payment for such commissary orders. The selected vendor will bear sole responsibility for the collection of such orders and the costs associated with the collection. No commissary orders will be denied because of the commissary supplier's lack of staff or county, state and federal holidays.

COMMISSION AMOUNT AND PAYMENT

The selected Vendor will pay commissions to the Sheriff of Hays County a firm, fixed percentage of net revenue on ALL commissary orders originated from Hays County Jail facilities. Net Revenue is defined as income from sales of goods and services, minus the cost associated with things like returned or undeliverable merchandise. That is, total revenue due from customers before uncollectible, billing fees, or any other costs or payment to suppliers are disbursed. This total will not include the sales of United States postage stamps and stamped

envelopes.

Commissions will be due and payment expected monthly by the fifteenth (15) day following the last day of the month in which the order generating the revenue is completed. Only after commissions have been verified and accepted, the Sheriff's Office will mail the vendor its Gross Revenue. Gross Revenue is defined as the amount customers actually pay the company when they make their purchases. This will not include shipping charges that will be absorbed by the vendor.

COSTS TO THE COUNTY

- A. There will be no one time, monthly, or reoccurring costs for facilities rearrangement, vendor reimbursable expenses, commissary shipping charges to the county for any reason.
- B. Costs of RFP response, preparation, production, handling, administration, and delivery shall be borne by each responding company and at no time chargeable to the county.
- C. The company selected will be required to furnish lien release for any/all equipment and services provided for the county.

LINE AND ACCESS CHARGES

The selected Vendor will pay all line charges, access charges, billing charges, special equipment charges, fees, levies, service connection charges and/or any other charges assessed in connection with the provision of this service with no deduction allowed from the monthly commission payment. No charges for this service shall be processed through the County and the County cannot be included or in anyway held responsible for the selected vendor's nonpayment of line and access charges.

CUSTOMER SERVICE

Each respondent shall provide a description of its customer servicing provisions including procedures used to handle customer complaints and average length of time to resolve the complaint. Describe the procedure used to reimburse the customer for incorrect billings and include the minimum and maximum length if time to effect this reimbursement.

REQUIRED MONTHLY REPORTS

The selected Vendor shall provide the Sheriff the option of receiving reports of High Density diskettes and/or paper each month. These reports will be generated in time to arrive at the Hays County Sheriff's Office no later than the fifteenth day following the close of the monthly report period. The format and style and makeup of all reports will be determined after contract award. One (1) copy of all reports will be sent to the Hays County Auditor and one (1) copy of each report will be sent to the Hays County Sheriff. Operating software to utilize reports furnished on CD will be at no cost to the county. The selected vendor at no cost to the county will also provide suitable training to facility personnel.

USAGE REPORTS

Reports showing the following for each monthly period will be required:

Total Item Sales (total number of each product purchased by inmates)
Total dollar amount due the County based upon contractual agreement

Total of Gross Sales(per order)
Total of Net Sales (per order)
Total sales taxes applied *** All invoice numbers will be included and itemized with the above information

MONTHLY MAINTENANCE AND REPAIR

This report will show the following items monthly:

Number of troubles received
Number of troubles cleared
Description of the troubles cleared
Number of troubles pending disposition
Average clearing time on closed cases

Section 2 -Background Information

The Hays County Sheriffs Office is a progressive, professional law enforcement agency serving the citizens of Hays County and covering a geographic jurisdiction of 679.8 square-miles.

Hays County is a rapidly growing suburban county located on IH-35 between two of the top ten growing cities in the nation, Austin and San Antonio. The U.S. Census indicates that Hays County grew by 61 % between 1980 and 1990 and by 48.7% between 1990 and 2000. The Texas A&M State Data Center projects Hays County's population will increase to 167,000 before 2010.

The Hays County Jail is currently a 362 bed facility with intentions of expanding in the near future.

Appendix A Formula for Deter lining Fee

Deduction

Cash Balance % Deducted

From To %

\$0.00 < \$9.99 0%
\$ > \$10.00 < \$19.99 20%
\$ > \$20.00 < \$39.99 30%
\$ > \$40.00 < \$59.99 40%
\$ > \$60.00 < \$79.99 50%.
\$ > \$80.00 < \$99.99 55%
\$ > \$100.00 < \$119.99 58% \$ > \$120.00 < \$139.99
60%
\$ > \$140.00 < \$159.99 63%
\$ > \$160.00 < \$179.99 67%
\$ > \$180.00 < \$199.99 71%
\$ > \$200.00 < \$219.99 73%
OVER \$220.00 75%

Note: If released to another agency or under any circumstance, with both a cash balance and a fee balance, the entire cash balance will be applied to the debt.

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 \$500 donation to the Sheriff's Office Community Outreach Program.

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

PREFERRED MEETING DATE REQUESTED: 5/31/11

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 donation in the amount of \$500.00 from the Wimberley Community Civic Club and request to deposit into line item 052-618-00.5222.

Agenda Item Routing Form

DESCRIPTION OF Item: Accept a \$500 donation to the Sheriff's Office Community Outreach Program.

PREFERRED MEETING DATE REQUESTED: May 31, 2011

COUNTY AUDITOR

AMOUNT: \$ 500.00

LINE ITEM NUMBER: See budget amendment

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: _____

FUND NO. 052
FUND TITLE SHERIFF'S SPECIAL PROJECTS

<u>Line Item - Expenditures</u>	Appropriation before	<u>Amendment</u>		Appropriation as
	<u>Amendment</u>	<u>Increases</u>	<u>Decreases</u>	<u>Amended</u>
<u>Sheriff Special Projects (618):</u>				
052-618-00.5222 Crime Prevention	6,700	500		7,200
<u>REVENUES</u>				
052-618-00.4610 Contributions	700	<u>Decreases</u>	<u>Increases</u> 500	1,200

Accept & budget Wimberley Comm. Civic Club contribution to HCSO

CC

AMENDMENT NO. 2011-029

FY 2011 BUDGET
LOCAL GOV'T CODE 111.010(D)
5/31/2011

**ORDER AMENDING THE COUNTY OF HAYS BUDGET
FOR FY ENDING SEPTEMBER 30, 2011**

**THE STATE OF TEXAS
COUNTY OF HAYS**

WHEREAS, on the 31st day of May, A.D., 2011, the Commissioners' Court of Hays County, Texas,

has determined that a need exists for the reallocation of certain appropriations included in the FY 2011 Budget in accordance with the attached list which is hereby made a part hereof. It was also determined and agreed that the need was of such a nature as to justify and require amendment of the Budget, as provided in Section 111.010(D), Local Government Code.

NOW, THEREFORE, the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, pursuant to the authority granted to it under Section 111.010(D), Local Government Code, ORDERS that the pertinent parts of the County of Hays Budget for the Fiscal Year ending September 30, 2011 be and they are hereby amended as indicated on the attached list.

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

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 31st day of May, 2011

FOR () _____
AGAINST () DR. BERT COBB
ABSTAIN () COUNTY JUDGE, HAYS COUNTY, TEXAS


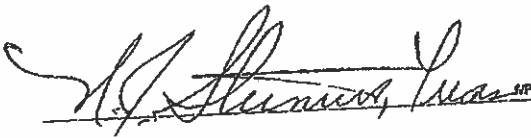
FOR () _____
AGAINST () DEBBIE GONZALES - INGALSBE
ABSTAIN () COMMISSIONER, PRECINCT 1

FOR () _____
AGAINST () MARK JONES
ABSTAIN () COMMISSIONER, PRECINCT 2

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

FOR () _____
AGAINST () RAY WHISENANT
ABSTAIN () COMMISSIONER, PRECINCT 4

ATTEST: _____
LIZ Q. GONZALEZ
COUNTY CLERK, HAYS COUNTY, TEXAS

WIMBERLEY COMMUNITY CIVIC CLUB		88-1218/1113	3020
P.O. BOX 416		10008753	
WIMBERLEY, TX 78676-0416		DATE <u>5-9-2011</u>	
PAY TO THE ORDER OF	<u>Days County Sheriff's Office</u>		<u>\$500</u> ⁰⁰
<u>FIVE HUNDRED and no/100</u>		DOLLARS	<input type="checkbox"/>
 Oxona National Bank			
WIMBERLEY BRANCH P.O. BOX 528 WIMBERLEY, TEXAS 78678			
MEMO	<u>Youth Program</u>		

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 the transfer of funds in the Public Health Emergency Response (PHER) grant from salaries to office equipment in the amount of \$3000.00 and amend the budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: \$3,000

LINE ITEM NUMBER OF FUNDS REQUIRED: 1200675-99-021.5021

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Ingalsbe

SUMMARY:

Approve transfer of funds from line item #120-675-99-021.5021 to line item number 120-675-99-021.5711_400 in the amount of \$3000.00 and amend the budget accordingly.

This amount is higher than the total cost of the furniture but we want to have a small cushion in the event something was left out.

Please refer to back-up for a list of furniture to be purchased

Agenda Item Routing Form

DESCRIPTION OF Item: Approve the transfer of funds in the Public Health Emergency Response (PHER) grant from salaries to office equipment in the amount of \$3000.00 and amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: May 31, 2011

COUNTY AUDITOR

AMOUNT: \$3,000

LINE ITEM NUMBER: 1200675-99-021.5021

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: _____

Convenience

Office Supply & Interiors

The Single Source For All Your Office Needs!

PRICE QUOTE

CUSTOMER
HAYS CO HEALTH DEPT

DATE
5/16/2011

ADD ON

QTY	U/M	MFG	ITEM#	DESCRIPTION	PRICE	EXT. PRICE
1	each	HON	HWV73AALTJT	60"x36"x24"x24" Lft Corner Worksurface	\$252.50	\$252.50
1	each	HON	HWR2430TJT	Worksurface Rectangular-24D 30W	\$124.50	\$124.50
1	each	HON	HNP6836NDB60T3	Cableway Non-tackable Panel 68H 36W	\$208.50	\$208.50
1	each	HON	HNP6830NDB60T3	Cableway Non-tackable Panel 68H 30W	\$191.00	\$191.00
1	each	HON	HNRW68T3	Raceway Wall Starter 68H	\$55.50	\$55.50
1	each	HON	HNRECT3	Panel Raceway End Cover	\$11.50	\$11.50
1	each	HON	H18720AT3	"A" Pull Mobile B/B/F 20D	\$265.00	\$265.00
1	each	HON	H18820AT3	"A" Pull Mobile F/F 20D 2	\$265.00	\$265.00
1	each	HON	HINEP2429T3	Full End Panel 24Dx29H	\$79.50	\$79.50
1	each	HON	HINDEP2429T3	End panel support, 29 1/2"H, 24"D	\$68.50	\$68.50
1	each	HON	HINDMP60HT3	Modesty panel 60" w, 1/2 Height	\$66.00	\$66.00
1	each	HON	HINDPC1T3	Desk to panel connector	\$33.50	\$33.50
1	each	HON	HNOH36FDT3	Overhead Storage Cab w/Doors 36W	\$218.50	\$218.50
1	each	HON	HNOH30FDT3	Overhead Storage Cab w/Doors 30W	\$208.50	\$208.50
2	each	HON	H4022J	Pull out keyboard tray	\$98.00	\$196.00
				Prices include setup and delivery.		
				TOTAL		\$2,244.00

Set up is performed at time of delivery. Any rescheduling or delays will be charged a service call. Moving of existing furniture will be charged and must be arranged in advance. Equipment such as computers, copiers, printers, etc. can not be moved or handled by Convenience's delivery personnel.

Bill Mears
Furniture Specialist
Phone: 835-1891 ext. 163
E-Mail: billmears@cosainc.com



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 the amended contract between the Department of State Health Services (DSHS) and the Personal Health Department (PHD) for the FY 2010 Public Health Emergency Preparedness (PHEP) Carryover project.

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

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED: 120-675-99-023.5712

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Ingalsbe

SUMMARY:

Commissioners' Court approved the application for the carryover project and amended budget on April 19, 2011. This is the amended contract from DSHS which confirms that application and budget amendment.

Agenda Item Routing Form

DESCRIPTION OF Item: Approve the amended contract between the Department of State Health Services (DSHS) and the Personal Health Department (PHD) for the FY 2010 Public Health Emergency Preparedness (PHEP) Carryover project.

PREFERRED MEETING DATE REQUESTED: May 31, 2011

COUNTY AUDITOR

AMOUNT: \$

LINE ITEM NUMBER: 120-675-99-023.5712

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: _____

DEPARTMENT OF STATE HEALTH SERVICES



Amendment
To

The Department of State Health Services (DSHS) and HAYS COUNTY HEALTH DEPARTMENT (Contractor) agree to amend the Program Attachment # 001A (Program Attachment) to Contract # 2009-031944 (Contract) in accordance with this Amendment No. 001B : CPS-BIOTERRORISM PREPAREDNESS, effective 04/11/2011.

The purpose of this Amendment is to reallocate funds and purchase equipment.

Therefore, DSHS and Contractor agree as follows:

PROGRAM ATTACHMENT NO. changes from ~~001A~~ to 001B

SECTION VII. BUDGET, is revised as per attached Categorical Budget and Equipment List.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Contractor

Signature of Authorized Official

Signature of Authorized Official

Date: _____

Date: _____

Bob Burnette, C.P.M., CTPM

Name: _____

Director, Client Services Contracting Unit

Title: _____

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

Address: _____

(512) 458-7470

Phone: _____

Bob.Burnette@dshs.state.tx.us

Email: _____

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: CPS-BIOTERRORISM PREPAREDNESS

CONTRATOR: HAYS COUNTY HEALTH DEPARTMENT

CONTRACT NO: 2009-031944

CONTRACT TERM: 08/01/2009 THRU: 07/31/2011

BUDGET PERIOD: 08/01/2009 THRU: 07/31/2011

CHG: 001B

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	\$82,440.00	\$82,440.00	\$0.00
Fringe Benefits	\$31,820.45	\$31,819.37	\$(1.08)
Travel	\$6,008.00	\$4,044.08	\$(1,963.92)
Equipment	\$0.00	\$12,168.00	\$12,168.00
Supplies	\$11,905.00	\$9,118.00	\$(2,787.00)
Contractual	\$0.00	\$0.00	\$0.00
Other	\$13,171.00	\$5,755.00	\$(7,416.00)
Total Direct Charges	\$145,344.45	\$145,344.45	\$0.00
INDIRECT COST			
Base (\$)	\$0.00	\$0.00	\$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	\$0.00	\$0.00	\$0.00
PROGRAM INCOME			
Program Income	\$0.00	\$0.00	\$0.00
Other Match	\$0.00	\$0.00	\$0.00
Income Total	\$0.00	\$0.00	\$0.00
LIMITS/RESTRICTIONS			
Advance Limit	\$0.00	\$0.00	\$0.00
Restricted Budget	\$0.00	\$0.00	\$0.00
SUMMARY			
Cost Total	\$145,344.45	\$145,344.45	\$0.00
Performing Agency Share	\$0.00	\$0.00	\$0.00
Receiving Agency Share	\$145,344.45	\$145,344.45	\$0.00
Total Reimbursements Limit	\$145,344.45	\$145,344.45	\$0.00
JUSTIFICATION			
This amendment is to reallocate funds and purchase equipment.			

Financial status reports are due: 11/30/2009, 03/02/2010, 05/31/2010, 08/31/2010, 11/30/2010, 03/03/2011, 05/30/2011, 09/29/2011

Equipment List attached.

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

EQUIPMENT LIST CHANGE REQUEST

DSHS PROGRAM: CPS-BIOTERRORISM PREPAREDNESS
CONTRACTOR: HAYS COUNTY HEALTH DEPARTMENT
CONTRACT TERM: 08/01/2009 THRU: 07/31/2011
BUDGET PERIOD: 08/01/2009 THRU: 07/31/2011
CONTRACT NO: 2009-031944 CHG: 001B

PREVIOUS EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
			\$	\$
			\$	\$
			\$	\$

NEW EQUIPMENT LIST

Item #	Equipment Description	Units	Unit Cost	Total
1	OptiPlex 380 Minitower Base Up to 88% efficient PSU(224-7555), 4GB,Hardware limited warranty,extended, and next business day parts and labor 2yr extended.	13	\$936.00	\$12,168.00
			\$	\$
			\$	\$
			\$	\$

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: Move funds budgeted in Jail Operations to the Sheriff Operating budget for temporary personnel.

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

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: \$31,330

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-618-00.5449

REQUESTED BY: Sheriff Gary Cutler

SPONSORED BY: Judge Bert Cobb, M.D.

These funds were already budgeted in the Jail Operations budget for FY11 to hire temporary staff for building maintenance. On January 18, 2011 (minutes attached), the Court authorized these funds to be transferred to the Sheriff's Operating budget in order to use these funds for temporary vehicle maintenance staff instead. The authorization to amend the budget was inadvertently not included in the action. No additional funds are needed.

Budget Amendment:

001-618-03.5449: (31,330)

001-618-00.5449: 31,330

Agenda Item Routing Form

DESCRIPTION OF Item: Move funds budgeted in Jail Operations to the Sheriff Operating budget for temporary personnel.

PREFERRED MEETING DATE REQUESTED: May 31, 2011

COUNTY AUDITOR

AMOUNT: \$31,330

LINE ITEM NUMBER: 001-618-00.5449

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: _____



JANUARY 18, 2011

VOLUME U PAGE 523

27734 APPROVE REAPPOINTMENTS OF PARKS AND OPEN SPACE ADVISORY BOARD MEMBERS FOR THE COMMISSIONER, PRECINCT FOUR

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve reappointments of Parks and Open Space Advisory Board Members for the Commissioner, Precinct Four include Nancy Potter, Melinda Mallia, Martha Brown, and Donna Brasher. All voting "Aye". MOTION PASSED

27735 RELEASE THE MAINTENANCE BOND AND ACCEPT FOR MAINTENANCE ALL ROAD AND DRAINAGE IMPROVEMENTS WITHIN COUNTY ROW FOR SHADOW CREEK SUBDIVISION, PHASE 1, SECTION 3

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to consider the release of the maintenance bond and accept for maintenance all road and drainage improvements within county row for Shadow Creek Sudivision, Phase1, Section 3. All voting "Aye". MOTION PASSED

27736 CALL FOR A PUBLIC HEARING ON FEBRUARY 1, 2011 TO ESTABLISH A "NO PARKING" ZONE ON THE CUL-DU-SAC ON RICH LANE

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to call for a public hearing on February 1, 2011 to establish a "No Parking" zone on the Cul-Du-Sac on Rich Lane. All voting "Aye". MOTION PASSED

27737 RELEASE FISCAL SURETY FOR A PORTION OF THE STREET AND DRAINAGE IMPROVEMENTS IN STUDIO ESTATES SUBDIVISION, SECTION 1

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to consider the release of Fiscal Surety for a portion of the street and drainage improvements in Studio Estates Subdivision, Section 1. All voting "Aye". MOTION PASSED

27738 AUTHORIZE THE FILING OF THE RECORD PLAT FOR THE REPLAT OF CREEK OF DRIFTWOOD SUBDIVISION, LOTS 40-48

A motion was made by Commissioner Whisenant, seconded by Commissioner Conley to authorize the filing of the record plat of Creek of Driftwood Sudivision, Lots 40-48. All voting "Aye". MOTION PASSED

27739 CHANGE THE USE OF TEMPORARY FUNDING ORIGINALLY IDENTIFIED IN THE FY'11 BUDGET FOR JAIL BUILDING MAINTENANCE TO VEHICLE MAINTENANCE

A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to change the use of temporary funding originally identified in the FY'11 budget for Jail Building Maintenance to Vehicle Maintenance. All voting "Aye". MOTION PASSED

27740 RECLASSIFY THE DIRECTOR OF CORRECTIONS POSITION TO (JAIL) CAPTAIN AND THE CURRENT (JAIL) CAPTAIN POSITION TO (JAIL) LIEUTENANT IN THE SHERIFF'S OFFICE

A motion was made by Commissioner Conley, seconded by Commissioner Whisenant to reclassify the Director of Corrections position to (Jail) Captain and the current Jail Captain position to (Jail) Lieutenant in the Sheriff's office. All voting "Aye". MOTION PASSED

27741 INCREASE THE SALARY OF THE CURRENT (LAW ENFORCEMENT) CAPTAIN

A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to increase the salary of the current (Law Enforcement) Captain. All voting "Aye". MOTION PASSED

27742 APPROVE THE APPOINTMENT OF MICHAEL AULICK TO THE HAYS COUNTY PARKS AND OPEN SPACE ADVISORY BOARD

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the appointment of Michael Aulick to the Hays County Parks and Open Space Advisory Board. All voting "Aye". MOTION PASSED

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: Authorize the County Judge to sign renewal contract for Elevator Maintenance.

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

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: \$459.58 per month

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: KNOTT

SPONSORED BY: COBB

SUMMARY: The County's contract with ThyssenKrupp Elevator has been renegotiated and can now be renewed. The renegotiated contract resulted in a refund of \$2177.97 to Hays County that had been previously paid for elevator maintenance.

See attached contract.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to sign renewal contract for Elevator Maintenance.

PREFERRED MEETING DATE REQUESTED: May 31, 2011

COUNTY AUDITOR

AMOUNT: \$459.58 per month (\$5,515 per yr)

LINE ITEM NUMBER: 001-695-00.5448

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Gold Maintenance Agreement

TK-63-0218

Purchaser: Hays County
111 E. San Antonio St., Suite 101
San Marcos, TX 78666
Hereinafter referred to as "Purchaser", "you", and "your".

Location: Hays County
111 E. San Antonio St., Suite 101
San Marcos, TX 78666

By: ThyssenKrupp Elevator Corporation
3615 Willow Springs Road
Austin, TX 78704
Telephone: (512) 447-9511Ext 39
Fax: (866)768-9304
E-Mail: brent.barrett@thyssenkrupp.com
Internet: www.thyssenkruppelevator.com
Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

GOLD MAINTENANCE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Unit Quantity	Manufacturer	Type of Unit	Application of Unit	Unit ID or Serial #
Hays County Courthouse Annex	1	ThyssenKrupp	Geared Traction, 1200 Lb., 100 FPM	Passenger	BM3868
Hays County Records Building	1	Dover	Oilraulic, 2000 Lb., 100 FPM	Passenger	EG5507
Hays County Courthouse	1	Dover	Oilraulic, 2100 Lb., 100 FPM	Passenger	EH3695

ThyssenKrupp Elevator
Americas Business Unit



ThyssenKrupp

Gold Maintenance Agreement

Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
 - Control and landing positioning systems
 - Signal fixtures
 - Machines, drives, motors, governors, sheaves, and wire ropes
 - Power units, pumps, valves, and jacks
 - Car and hoistway door operating devices and door protection equipment
 - Loadweighers, car frames and platforms, and counterweights
 - Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with our written Maintenance Control Program. This program meets or exceeds any and all requirements of ASME A 17.1-2007 Code, Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all work performed on the equipment and is provided with each controller. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests during Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, passengers through the elevator's communication device and/or from VISTA Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

☐ **VIEW®** (Check box if included)

VIEW is ThyssenKrupp Elevator's customer oriented, online service activity reporting system. VIEW allows building owners and managers to monitor our maintenance and service call activity. VIEW can be accessed via the Internet any time, day or night. You can "VIEW" service tickets associated with a single elevator serviced under this agreement, for all the elevators at the location serviced under this agreement, or across an entire portfolio of elevator equipment that is serviced by ThyssenKrupp Elevator.

Gold Maintenance Agreement

☐ **VISTA®** (Check box if included)

VISTA Remote Monitoring is ThyssenKrupp Elevator's exclusive service for monitoring the status and performance of your elevator(s). VISTA monitors compatible equipment 24 hours per day, 7 days per week, and 365 days per year. Constantly monitoring performance data on your equipment provides ThyssenKrupp Elevator the ability to respond to operational irregularities quickly and more efficiently. With VISTA, we can often dispatch a service technician to your location before any interruption in elevator service occurs. Service visits based on VISTA data will be made during normal business hours on normal business days.

☒ **SoundNet®** (Check box if included)

SoundNet is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. SoundNet maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding SoundNet are set forth below.

☒ **Periodic Safety Testing** (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those annual periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special considerations regarding Periodic Safety Testing are set forth below.

Product Information. You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety. You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other. You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement.

Items Not Covered. We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions. With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightening, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Gold Maintenance Agreement

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price. The price for the services as stated in this agreement shall be Four Hundred Fifty-Nine and 58/100 dollars (\$ 459.58) per month, excluding taxes, payable quarterly in advance.

Term. This agreement is effective for two (2) years starting March 01, 2011 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive two (2) year periods, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days but not more than 120 days before the end of the initial two (2) year period, or at least ninety (90) days but not more than 120 days before the end of any subsequent two (2) year renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments. Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.


Early Payment Discount. You may elect to pay in advance for twelve (12) months of service described in this agreement. Such a pre-payment entitles you to a 3% discount from the annual price in effect at the time of payment.

Overdue Invoices. A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related to the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Acceptance. Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

Gold Maintenance Agreement

ThyssenKrupp Elevator Corporation:	Hays County	ThyssenKrupp Elevator Corporation Approval:
By:  (Signature of ThyssenKrupp Elevator Representative)	By: _____ (Signature of Authorized Individual)	By: _____ (Signature of Authorized Individual)
<u>Brent Barrett</u> <u>Service Sales Rep.</u> <u>(512) 447-9511 Ext 39</u>	_____ (Print or Type Name)	_____ (Print or Type Name)
	_____ (Print or Type Title)	_____ (Print or Type Title)
<u>February 24, 2011</u> (Date Submitted)	_____ (Date of Approval)	_____ (Date of Approval)

Special Considerations

SoundNet®

Through its SoundNet communication center, ThyssenKrupp Elevator will provide 24-hour telephone monitoring on all elevator(s) maintained under the monitoring agreement, provided such elevators are equipped with operational telephone equipment capable of placing a call to SoundNet's call center. SoundNet will receive incoming emergency telephone calls from the elevator(s) and forward same to Purchaser's designated emergency contacts. It shall be Purchaser's responsibility to submit an executed Contact Data Sheet (attached as Exhibit 1 hereto) to enable this service, and to advise ThyssenKrupp Elevator immediately in writing of any changes to the emergency contacts during the term of service. Purchaser understands that no revision to emergency contacts will be made without ThyssenKrupp Elevator first receiving such request in writing.

SoundNet service does not include maintenance service for Customer's telephone equipment. Customer retains possession and control of its telephone equipment and is responsible for ensuring uninterrupted operation of the telephones so that they are capable of placing a call to SoundNet's call center. SoundNet service cannot be provided without a telephone located within the elevator(s) described in this agreement that has the calling capability described above.

ThyssenKrupp Elevator shall not be held responsible or liable for any claim, injury, delay, death or detention of loss of life, or loss of property resulting from telephone equipment failure, false alarms or interruption of telephone service or inaccurate data set forth in any related executed Contact Data Sheet. We do not assume any duty or responsibility to advise any caller to take or not take any specific action resulting from an emergency, perceived emergency or any other situation including, but not limited to, entrapment of persons, evacuation, repair or return to service of any equipment.

If SoundNet is unable to reach Customer's designated emergency contacts, a service technician may be dispatched to the site at Purchaser's expense in accordance with ThyssenKrupp Elevator's applicable billing rates. Purchaser agrees that it is within the reasonable discretion of SoundNet service call representatives to dispatch a mechanic or contact emergency personnel if Customer's designated emergency contacts are unavailable. Customer agrees to pay all charges for services provided by any person, organization or municipality contacted as a result of any emergency or perceived emergency call.

Pledge of Customer Satisfaction

ThyssenKrupp Elevator's top priority is the satisfaction of our customers. If during the term of this Agreement, ThyssenKrupp Elevator fails to properly perform services in accordance with the terms and conditions of this Agreement, Purchaser shall advise ThyssenKrupp Elevator of the specific deficiency in writing and shall allow a reasonable period of ninety (90) days from the date of the written notice to correct the deficiency. In the event ThyssenKrupp Elevator fails to correct the deficiency in the allotted time, Purchaser shall have the right to terminate this agreement upon ninety (90) days prior written notice to ThyssenKrupp Elevator. Written notices shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Change of Ownership or Management of Premises

If during the initial term of this agreement, ownership or management of the premises where the equipment is located is transferred to a party other than Purchaser, Purchaser agrees to see that such transferee is made aware of this agreement. Purchaser shall also advise ThyssenKrupp Elevator in writing of said transfer and thereafter have the right to terminate this agreement upon thirty (30) days prior written notice to ThyssenKrupp Elevator. The parties, however, acknowledge that because ThyssenKrupp Elevator has amortized the cost of certain repairs over the full initial term of this agreement, any premature termination by Purchaser shall result in damages to ThyssenKrupp Elevator. In the event of such termination, ThyssenKrupp Elevator will provide the Purchaser with a detailed description of the those repairs, including the total time spent by ThyssenKrupp Elevator personnel to complete them and ThyssenKrupp Elevator's cost for any parts associated therewith, and the amount amortized and paid through the date of termination and Purchaser shall pay ThyssenKrupp Elevator the remaining unpaid balance on those repairs at ThyssenKrupp Elevator's current billing rates. Written notice of termination shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement.

Gold Maintenance Agreement

Exhibit 1 – Contact Data Sheet

Complete Building Information

This contact data is for the building located at:	Hays County
	111 E. San Antonio St., Suite 101
	San Marcos, TX 78666

Complete Billing Information

Company Bill To Name:	
Billing Address:	
City, State, Zip:	
Attn Line:	

(INTERNAL USE ONLY)

Elevator:	
Branch:	
Service:	
Contract:	

Total No of Elevators in Building:

Elevator #	Elevator Telephone Number including Area Code

Elevator #	Elevator Telephone Number including Area Code

In the event of an emergency, or perceived emergency, one or more of the following are to be primary Purchaser contacts:

	Contact Name	Title	Primary Telephone #	Secondary Telephone #
1.				
2.				
3.				
4.				

If unable to reach anyone at the above listed numbers, SoundNet has the express permission of Purchaser to contact the elevator service company listed below.

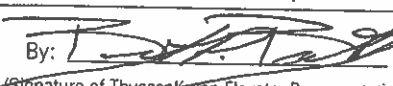
Elevator Service Company: ThyssenKrupp Elevator Phone Number: (512)447-9511

In the event of an Emergency or perceived emergency, SoundNet has the express permission to contact one or more of the following (911 is not sufficient, local phone numbers are required):

Police Department: () - -
Fire Department: () - -

Special instructions/remarks:

It is the responsibility of Purchaser to immediately advise SoundNet in writing of any changes to the contacts or numbers listed on this Contact Data Sheet. Purchaser agrees to pay all charges for services incurred by any person, organization or municipality as a result of any emergency or perceived emergency call. It is also expressly understood that SoundNet does not have and does not assume any duty or responsibility for any person or entity that fails to respond to any emergency or perceived emergency situation.

ThyssenKrupp Elevator Corporation: By:  (Signature of ThyssenKrupp Elevator Representative) Brent Barrett Service Sales Rep. (512) 447-9511 Ext 39 February 24, 2011 (Date Submitted)	Hays County By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)	ThyssenKrupp Elevator Corporation Approval: By: _____ (Signature of Authorized Individual) _____ (Print or Type Name) _____ (Print or Type Title) _____ (Date of Approval)
--	---	---

INVOICE#
9975463

DESCRIPTION

DATE
4/15/11

PO #

GROSS AMOUNT
212.20

DISCOUNT

NET AMT
212

TOTAL

212.20

212.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

ThyssenKrupp Elevator
ThyssenKrupp Elevator Corporation

111 FOWNSHIRE DRIVE NW SUITE 100
KENNESAW, GA 30144 • (770) 239-0100

PAY

DATE
4/26/11

10945317

CITIBANK DELAWARE
ONE PENN'S WAY
NEW CASTLE DE 19720

62-30
311

No. 1094531

AMOUNT
\$212.20*

TWO HUNDRED TWELVE AND 20/100-----

TO THE ORDER OF

HAYS COUNTY AUDITORS OFFICE
ATTN: ACCOUNTS PAYABLE
111 E SAN ANTONIO ST. STE 100
SAN MARCOS TX 78666

25686

VOID AFTER 180 DAYS

Ruth T. Hursey
Frank L. Hursey

INVOICE# 9975463C	DESCRIPTION	DATE 5/02/11	PO #	GROSS AMOUNT 898.59	DISCOUNT	NET AMT 898
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TOTAL	898.59	898.
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THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

ThyssenKrupp Elevator
ThyssenKrupp Elevator Corporation

111 PARK DRIVE IVY SUITE 300
RENO, NV 89509-1000

PAY

DATE
5/12/11

10948524

CITIBANK DELAWARE
ONE PENN'S WAY
NEW CASTLE, DE 19720

6000
111

No. 10948524

AMOUNT
\$898.59*

EIGHT HUNDRED NINETY-EIGHT AND 59/100-----

TO THE ORDER OF

HAYS COUNTY AUDITORS OFFICE
ATTN: ACCOUNTS PAYABLE
111 E SAN ANTONIO ST. STE 100
SAN MARCOS TX 78666

25686

VOID AFTER 180 DAYS

Rutha T. Hursey
Frank L. Hursey

INVOICE#
9975463B

DESCRIPTION

DATE
5/02/11

PO #

GROSS AMOUNT
266.34

DISCOUNT

NET AMT
266

TOTAL

266.34

266.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

ThyssenKrupp Elevator
ThyssenKrupp Elevator Corporation

114 TOWNSHIP DRIVE NW SUITE 300
KENNESAW GA 30144 • (770) 799-9100

PAY

DATE

5/12/11

CITIBANK DELAWARE
ONE PENN'S WAY
NEW CASTLE DE 19720

62-20
311

No. 1094851

AMOUNT

\$266.34*

10948523

TWO HUNDRED SIXTY-SIX AND 34/100-----

TO THE ORDER OF

HAYS COUNTY AUDITORS OFFICE
ATTN: ACCOUNTS PAYABLE
111 E SAN ANTONIO ST. STE 100
SAN MARCOS TX 78666

25686

VOID AFTER 180 DAYS

Ruth T. Hays
Frank L. Hays



INVOICE#
2494A

DESCRIPTION

DATE
5/02/11

PO #

GROSS AMOUNT
376.44

DISCOUNT

NET AMT
376.44

TOTAL

376.44

376.44

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

ThyssenKrupp Elevator
ThyssenKrupp Elevator Corporation

111 TOWNPARK DRIVE NW SUITE 100
KENNESAW, GA 30144 • (770) 799-0400

PA

DATE
5/12/11

10948522

CITIBANK DELAWARE
ONE PENN'S WAY
NEW CASTLE, DE 19730

05/20/11

No. 10948522

AMOUNT
\$376.44*

THREE HUNDRED SEVENTY-SIX AND 44/100-----

TO THE ORDER OF

HAYS COUNTY AUDITORS OFFICE
ATTN: ACCOUNTS PAYABLE
111 E SAN ANTONIO ST. STE 100
SAN MARCOS TX 78666

25686

VOID AFTER 180 DAYS

Robert T. Hursey
Frank L. Hursey

9975463A

DATE
4/15/11

PU #

GROSS AMOUNT
212.20

DISCOUNT

NET AMT
212.20

TOTAL

212.20

212.20

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

ThyssenKrupp Elevator

ThyssenKrupp Elevator Corporation

114 TOWNPARK DRIVE NW SUITE 300
KIPPER, GA 30144 • (770) 499-0400

PAY

DATE
4/26/11

10945318

CITIBANK DELAWARE
ONE PENNS WAY
NEW CASTLE, DE 19720

62-20
311

No. 1094531

AMOUNT
\$212.20*

TWO HUNDRED TWELVE AND 20/100-----

TO THE ORDER OF

HAYS COUNTY AUDITORS OFFICE
ATTN: ACCOUNTS PAYABLE
111 E SAN ANTONIO ST. STE 100
SAN MARCOS TX 78666

25686

VOID AFTER 180 DAYS

Paul T. Hursey
Paul T. Hursey

10945318

INVOICE# 2494 DESCRIPTION

DATE 4/15/11

PO #

GROSS AMOUNT 212.21

DISCOUNT

NET AM 21

TOTAL

212.21

212.

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

ThyssenKrupp Elevator
ThyssenKrupp Elevator Corporation

114 TOWNPARK PLACE NW SUITE 300
KENNESAW, GA 30144 • (770) 229-6300

PAY

DATE 4/26/11

10945316

CITIBANK DELAWARE
ONE PENN'S WAY
NEW CASTLE, DE 19720

02-20
111

No. 1094531

AMOUNT

\$212.21*

TWO HUNDRED TWELVE AND 21/100-----

TO THE ORDER OF

HAYS COUNTY AUDITORS OFFICE
ATTN: ACCOUNTS PAYABLE
111 E SAN ANTONIO ST. STE 100
SAN MARCOS TX 78666

25686

VOID AFTER 180 DAYS

[Signature]
[Signature]
Frank 2 Diney
TWO SIGNATURES REQUIRED FOR CASH

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: Move funds budgeted in Development Services Operating to the GIS budget for temporary personnel.

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

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: \$2,425

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-657-99-037.5449

REQUESTED BY: Clint Garza

SPONSORED BY: Judge Bert Cobb, M.D.

These funds were already budgeted in the Development Services budget for FY11 to hire temporary staff. On March 24th, the Court authorized these funds to be transferred to the GIS budget in order to use these funds for mapping projects. The authorization to amend the budget was inadvertently not included in the action. No additional funds are needed.

Budget Amendment:

001-657-00.5449: (2,425)

001-657-99-037.5449: 2,425

Agenda Item Routing Form

DESCRIPTION OF Item: Move funds budgeted in Development Services Operating to the GIS budget for temporary personnel.

PREFERRED MEETING DATE REQUESTED: May 31, 2011

COUNTY AUDITOR

AMOUNT: \$2,425

LINE ITEM NUMBER: 001-657-99-037.5449

COUNTY PURCHASING GUIDELINES FOLLOWED:

PAYMENT TERMS ACCEPTABLE:

COMMENTS: See budget amendment.

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Call for a public hearing on June 14, 2011 to establish traffic regulations in Fieldstone subdivision.

CIRCLE ONE ACTION ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ray Whisenant

SUMMARY:

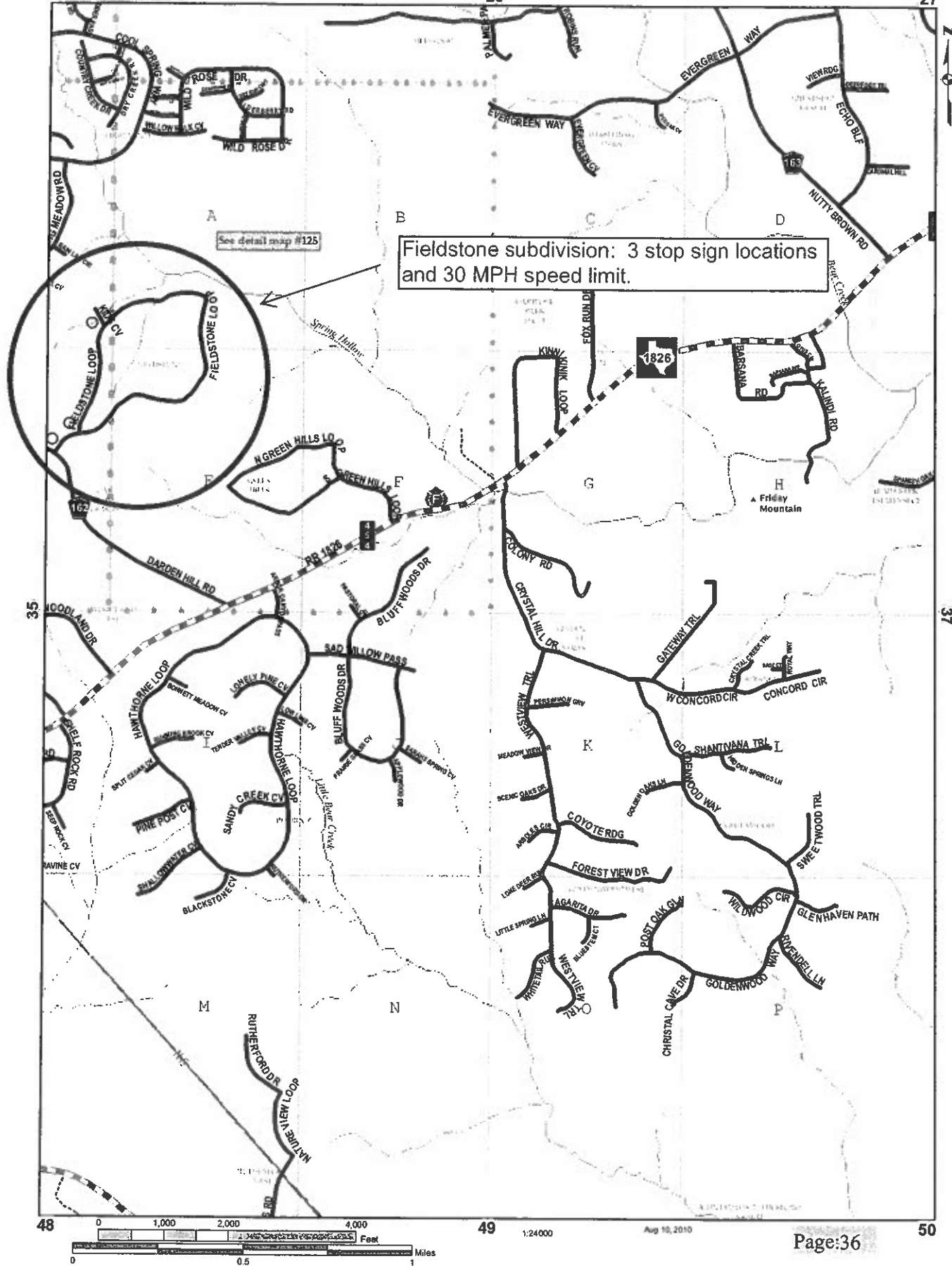
To establish: a stop sign on Fieldstone Loop at Darden Hill Rd, a stop sign on Kids Cove at Fieldstone Loop, a stop sign where Fieldstone Loop intersects with itself, and a speed limit of 30 MPH within the whole subdivision.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

10-2-45 Villegas Acres Subdivision (2 lots). Discussion and possible action to consider approval of Final Plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Roxie Botkin

SPONSORED BY: Precinct 2 Commissioner Mark Jones

SUMMARY:

The Villegas Acres Subdivision is a proposed subdivision of 2.00 acres of land located off Mathias Lane in Precinct 2. The division will consist of two 1 acre lots. Lot 1 is served by an existing Goforth Water Supply connection and on-site sewage facility. Lot 2 will also be served by public water and OSSF at the time of development.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: 10-4-50 Key Ranch Balance Area Subdivision (156 lots); Discussion and possible action to approve preliminary plan; consider variances from Sections 721.5.07(C), 705.5.01(K), and 705.5.04 of the Hays County Development Regulations.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Clint Garza and Roxie Botkin

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

SUMMARY:

The proposed Key Ranch Balance Area Subdivision is a subdivision of 366.59 acres of land located off of Trautwein Road in Precinct 4. The proposed division will consist of 156 residential lots with an average lot size of 1.67 acres. The developer dedicated 10.93 acres of parkland which is greater than the 7.5 acres required under Hays County regulations.

The final plats will be phased; however, the developer has chosen not to do a phasing agreement with the county and has so far paid full platting fees.

Water service will be provided by LCRA and wastewater disposal will be accomplished by the use of individual on-site sewage facilities.

The preliminary plan meets all of the county's rules with the exception of the three variances requested. Variance number one is from the requirement that all shared access driveways be located 200 feet from any other driveway. The development is not in compliance with this requirement because the City of Dripping Springs required that adjoining flag lots share one driveway. Variance number two is from the requirement that the scale not exceed 1"=200". Due to the scope of the project, a 1"=300" scale was chosen in order to show the subdivision on a single sheet. Variance number three is from the requirement that all stormwater events be studied for both the preliminary plan and final plat. The developer wishes to comply with this requirement only as they submit each individual section for final plat.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to authorize the County Judge to execute an Interlocal Agreement between the Hays County Sheriff's Office and the City of Woodcreek regarding traffic enforcement.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: CONLEY/CUTLER

SPONSORED BY: CONLEY

SUMMARY: Representatives and counsels of both entities have met and negotiated the terms of the attached Interlocal Agreement (ILA). This ILA proposes to compensate the county and individual officers for the time equipment and personnel is dedicated to enforcement of traffic laws within the City limits.

INTERLOCAL COOPERATIVE AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

This Interlocal Cooperative Agreement ("Agreement") is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between the **County of Hays**, a political subdivision of the State of Texas (the "County"), the **City of Woodcreek, Texas** (the "City"), and **Hays County Sheriff, Gary Cutler** (the "Sheriff"). The County, the City, and the Sheriff are sometimes hereinafter collectively referred to as "the Parties".

WITNESSETH

WHEREAS, the City desires assistance from the Sheriff in the area of traffic regulation in order to enhance public safety for its citizens;

WHEREAS, the City currently does not have the resources to employ public safety officers;

WHEREAS, the Sheriff has the legal authority to enforce traffic regulations within the corporate limits of the City; and

WHEREAS, the County, the Sheriff, and the City desire to enter into this Agreement authorizing the Sheriff to provide the enforcement of traffic regulations within the City;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby contract, covenant, and agree as follows:

Article 1. Sheriffs Rights and Duties. The Sheriff hereby agrees to provide comprehensive law-enforcement services within the City limits. The Sheriff will not enforce city ordinances unrelated to traffic regulation. The parties hereby acknowledge that the Sheriff's Office has limited resources and equipment with which to regulate state and local laws within the City. The Sheriff agrees to patrol, investigate, file complaints, assist in prosecution, and do all things normally and customarily done in their normal law enforcement work. Traffic citations issued by the Sheriff shall be filed and adjudicated in the Precinct 4 Justice of the Peace Court and any fine collected shall be deposited with the County. However, should the City request that citations be issued for City's municipal court, then City will be required to provide ticket books and judges' letters to the Sheriff.

NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT THE DISCRETION OF THE SHERIFF IN THE EXECUTION OF HIS DUTIES. IT IS FOR THE SHERIFF, IN THE EXERCISE OF REASONABLE DISCRETION, TO DETERMINE HOW THE LAW ENFORCEMENT EFFORTS OF HIS OFFICE SHOULD BE ALLOCATED THROUGHOUT THE COUNTY.

Article 2. City's Rights and Duties. The City hereby designates the Sheriff and his deputies as traffic officers for the City when enforcing traffic regulations within the City limits. The City agrees to allow the County to retain any fees collected by the Justice Court.

Article 3. Administration. The Sheriff shall be responsible for administering this Agreement and providing supervisory control and command over all law-enforcement officers, dispatchers, and other personnel performing services pursuant to this Agreement. The contact person and representative for the County is the Sheriff, or his designee, and the contact person and representative for the City is the Mayor, or his designee.

Article 4. Billing; Fees; and Payment. The Sheriff shall invoice the City weekly for the services rendered under this Agreement, which shall be supplementary to any regular patrol and/or law enforcement provided to residents of the City of Woodcreek by the Hays County Sheriff's Office in its regular course of business.

Deputies shall be paid \$35 per hour. Shifts may run 4 to 12 hours per day per deputy, at the Sheriff's discretion. The City shall also be responsible for paying officer wages for any court appearances that result from enforcement duties while working for the City. The rate shall remain at \$35 per hour (with a 2 hour minimum charge) for court appearances. Court appearance fees shall be included in the weekly enforcement invoice. The invoice shall specify whether it was enforcement or a court appearance. A \$10 per hour fee shall be paid for the deputies' use of County vehicles pursuant to this Agreement. However, if the per hour fee for use of County vehicles is reasonably modified in subsequent fiscal years by the Hays County Commissioners Court, the per hour fee shall be invoiced at that modified rate. No charge for vehicle use shall be invoiced for court appearances.

A weekly not-to-exceed budget of \$xxxx.xx is hereby declared by the Parties. The Sheriff's Office shall not invoice the City for more than this not-to-exceed amount during any one-week billing period.

Within fifteen (15) days of receiving an invoice from the Sheriff, the City shall pay invoices by making one check payable to "Hays County, Texas" for all vehicle use fees incurred during that billing period and one check payable to each individual deputy who performed services under this Agreement during that billing period. All checks paid under this Agreement shall be delivered to the Sheriff at the address provided in Section 7, below.

Article 5. Term of Agreement and Renewal. This Agreement shall become effective upon the approval of the Hays County Commissioners Court and the City of Dripping Springs City Council as evidenced by the signatures below and shall become effective the date of the last signature as set forth below. This Agreement may be terminated, with or without cause, by either party hereto by giving thirty (30) days written notice of termination to the other party. Absent notice otherwise by either Party, this Agreement shall automatically renew each year. Each Party paying for the performance of governmental functions under this Agreement shall make those payments from current revenues available to the paying party. Any billable hours that accrue between a Notice of Termination under this Section and the actual termination date of this Agreement shall be paid within fifteen (15) days of termination. This Section shall survive termination of this Agreement.

Article 6. Insurance and Liability. The relationship between the City and the County or agents of the County, including the Sheriff and Sheriff's deputies, is that of independent contractors. The County shall have no liability whatsoever for the actions of, or the failure to act by, any employee, agent or officer of the City.

THE CITY SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE COUNTY'S ASSOCIATION WITH THE CITY UNDER THIS AGREEMENT,

PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE CITY, AND ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE CITY. The City will obtain and maintain in full force and effect during this Agreement a policy or policies of insurance, or risk pool coverage, in amounts sufficient to save, protect and insure the County, the Sheriff and their respective agents, officers, and employees from and against any claim, cause of action or liability arising from any negligent or willful action, omission or failure to act by the City, its agents, officers and employees.

The City shall be responsible for the costs of vehicle repairs on any Sheriff's vehicle that is involved in a collision while the vehicle is being used pursuant to this Agreement.

WITH THE EXCEPTION OF VEHICLE REPAIRS, AS CITED ABOVE, THE COUNTY SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE CITY'S ASSOCIATION WITH THE COUNTY UNDER THIS AGREEMENT, PROVIDED THAT ANY SUCH CLAIMS, DAMAGE, LOSS, OR EXPENSE IS/ARE ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH, INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND IS/ARE CAUSED BY ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE COUNTY, AND ANYONE ACTING UNDER THE DIRECT EMPLOYMENT OF THE COUNTY

Article 7. Miscellaneous. The County and the Sheriff shall have exclusive control, supervision and policy-making authority for and with respect to the services to be provided under this Agreement, and nothing in this Agreement is intended nor shall be deemed to establish any requirement for, or any specific or implied standard or quality for, any level of service to be provided pursuant to this Agreement. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defenses available at law or in equity to either the City, the County or the Sheriff, or to create any legal rights or claim on behalf of any third party. Neither the County, the City, nor the Sheriff waives any defenses whatsoever, including, but not limited to, governmental immunity.

Article 7. Notice. Any notice provided for under this Agreement shall be forwarded to the following addresses:

Hays County Judge
Dr. Bert Cobb
111 E. San Antonio, Suite 300
San Marcos, TX 78666

City of Woodcreek
Mayor Eric Eskelund
41 Champions Circle
Woodcreek, TX 78676

Hays Co. Sheriff
Sheriff Gary Cutler
1307 Uhland
San Marcos, TX 78666

IN WITNESS WHEREOF, the Parties hereby execute in duplicate and attest this Agreement to be in full force and effect of the date of the last signature as set forth below.

HAYS COUNTY, TEXAS

Attest:

By: _____

Date: _____

Name: _____

By: _____

Date: _____

Name: Bert Cobb

Title: County Clerk, Ex-Oficio Clerk
of the Hays County Commissioners Court

Title: Hays County Judge

By: _____

Date: _____

Name: Sheriff Gary Cutler

Title: Hays County Sheriff

Attest:

By: _____

Date: _____

Name: _____

Title: _____

CITY OF WOODCREEK

By: _____

Date: _____

Name: Eric Eskelund

Title: Mayor

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 for consideration and approval of a resolution relating to establishing the County's intention to reimburse itself for the prior lawful expenditure of funds relating to constructing various road improvements from the proceeds of a series of obligations to be issued by the County for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date.

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

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS

§

§

COUNTY OF HAYS

§

THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the *Court*) of Hays County, Texas (the *County*), convened on the 31st day of May, 2011 in regular session in the regular meeting place of the Court (the *Meeting*), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Bert Cobb, M.D.

County Judge

Debbie Ingalsbe

Commissioner, Precinct No. 1

Mark Jones

Commissioner, Precinct No. 2

Will Conley

Commissioner, Precinct No. 3

Ray Whisenant

Commissioner, Precinct No. 4

and all of such persons were present at the Meeting, except the following: _____, thus constituting a quorum. Among other business considered at the Meeting, the attached Resolution (the *Resolution*) entitled:

A RESOLUTION RELATING TO ESTABLISHING THE COUNTY'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING VARIOUS ROAD IMPROVEMENTS FROM THE PROCEEDS OF A SERIES OF OBLIGATIONS TO BE ISSUED BY THE COUNTY FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by Commissioner _____ that the Resolution be passed and adopted. The motion was seconded by Commissioner _____ and carried by the following vote:

___ voted "For" ___ voted "Against" ___ "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

2. The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was posted and given in

advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this 31st day of May, 2011.

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County,
Texas

(SEAL OF COMMISSIONERS COURT)

A RESOLUTION RELATING TO ESTABLISHING THE COUNTY'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING VARIOUS ROAD IMPROVEMENTS FROM THE PROCEEDS OF A SERIES OF OBLIGATIONS TO BE ISSUED BY THE COUNTY FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Commissioners Court (the *Governing Body*) of Hays County, Texas (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) the construction, acquisition by purchase, maintenance, and operation of macadamized, graveled, or paved roads, or in aid thereof, being, generally (but not by way of limitation), constructing, designing, improving, extending, expanding, upgrading and/or developing County roads, including right-of-way acquisition, utility relocation, drainage improvements relating to these road improvements, traffic safety, other safety, and operational improvements, and other transportation related improvements known as the Priority Road Projects as authorized at an election held November 4, 2008 (the *Construction Costs*); (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*); (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*); and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, other professionals, and bond printer (the *Administrative Costs*) [the Construction Costs, the Engineering Costs, the Architectural Costs, and the Administrative Costs collectively constitute the costs of the Issuer's project that is the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer, for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of general obligation bonds (the *Obligations*) that the Issuer currently contemplates issuing in an amount not to exceed \$40,475,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the Issuer; now, therefore,

BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS THAT:

SECTION 1: This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the Issuer's General Fund or other lawfully available funds of the Issuer.

SECTION 2: The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3: The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4: The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5: This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6: With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of replacement proceeds, as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations.

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 8: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank]

PASSED, ADOPTED AND APPROVED on this the 31st day of May, 2011.

HAYS COUNTY, TEXAS

County Judge

ATTEST:

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL OF COMMISSIONERS COURT)

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve a Professional Services Agreement with Surveying and Mapping, Inc. (SAM) for surveying services required for the transfer of dedicated Right of Way paralleling RM 1826 near RM 967 to the County to permit relocation of utilities as required by the safety improvement project to add a left turn lane from RM 1826 onto RM 967 in Precinct 4.

TYPE OF ITEM: Discussion / Approval

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: \$28,832.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 2008 Road Bond Program

REQUESTED BY: Pct. 4 Commissioner Ray Whisenant

SPONSORED BY: Pct 4 Commissioner Ray Whisenant

SUMMARY:

The RM 1826 safety improvement project at RM 967 was identified as a key project in Precinct 4 as part of the 2008 Priority Road Bond Program. The project is nearing completion of design in preparation for letting by the Texas Department of Transportation.

During the design process, it was brought to the County's attention that the Salt Lick restaurant was planning to improve operations and thus safety for patrons visiting their facility by adding a dedicated right turn lane into the restaurant, thereby separating traffic entering and exiting the facility. This work, which is entirely funded by the Salt Lick, would also improve conditions on RM 1826.

However, as a result of the proposed addition of the dedicated right turn lane, this necessitated shifting the widening of RM 1826 towards the south side of the roadway for the County's project to add a left turn lane from RM 1826 to RM 967. This shift required additional ROW along this side of the roadway. The majority of this ROW, which impacts four parcels, was dedicated as ROW for public use during the platting process with only one parcel on the North East corner of the intersection needing to be acquired.

The owner of the property on the North East corner agreed to dedicate twenty (20) feet of Right-of-Way parallel to RM 1826 on the south side to accommodate the County project.

This Professional Services Agreement is for the surveying services required to complete the transfer of the dedicated Right-of-Way from four (4) parcels to the State.

To transfer the ROW to the State, all work must be done in accordance with TxDOT survey requirements for ROW mapping and acquisition. This work entails collecting the field survey data required for and the preparation of the following for the four (4) parcels:

1. Parcel plats,
2. ROW property descriptions,
3. ROW map sheets, and
4. Setting TxDOT Type II ROW Monuments.

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

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to approve a Professional Services Agreement with Surveying and Mapping, Inc. (SAM) for surveying services required for the transfer of dedicated Right of Way paralleling RM1826 near RM967 to the County to permit relocation of utilities as required by the safety improvement project to add a left turn lane from RM1826 onto RM967 in Precinct 4.

PREFERRED MEETING DATE REQUESTED: May 31, 2011

COUNTY AUDITOR

AMOUNT: \$28,832.00

LINE ITEM NUMBER: 25-804-96-886.5232

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Contract No. _____

Checklist

Prior to Initiation of Work

- ☐ Signed and Executed Agreement
- ☐ Scope of Services – Appendix A
 - ☐ Exhibit A – Services to be provided by County
 - ☐ Exhibit B – Services to be provided by Engineer
 - ☐ Exhibit C – Work Schedule
 - ☐ Exhibit D – Fee Schedule
- ☐ Production Schedule – Exhibit IV
- ☐ Hourly Rates of Engineer – Exhibit II
- ☐ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
- ☐ Insurance
 - ☐ Worker's Compensation
 - ☐ Commercial General Liability Insurance
 - ☐ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

- ☐ Original Engineering Work Product submittal
- ☐ "Completed" Engineering Work Product
- ☐ "Accepted" Engineering Work Product
- ☐ Modifications and/or Changes for Approval of Engineering Work Product
- ☐ "Approved" Engineering Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Engineering Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Notices (as applicable)

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Contract No. _____

- ☐ Notice of Suspension
- ☐ Notice of Reinstatement
- ☐ Notice of Termination
- ☐ Notice of Staffing Changes
- ☐ Written Report of Accident

Documentation for Payment

- ☐ Internal Revenue Form W-9
- ☐ Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - Proof of prior payment by Engineer of Reimbursables

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Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
 HAYS COUNTY §

This Agreement is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Surveying and Mapping, Inc. (*the "Engineer"*).

WHEREAS, *County* proposes to construct a left turn lane from RM 1826 onto RM 967;

WHEREAS, *County* desires to obtain professional surveying services required for the acquisition of Right of Way for the proposed left turn lane (*the "Project"*);

WHEREAS, *Engineer* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, *County* and *Engineer* agree to the performance of the professional services by *Engineer* and the payment for these services by *County* as set forth herein.

Section I
Employment of the Engineer

County agrees to employ *Engineer* and *Engineer* agrees to perform professional engineering services for the *Project* as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the agent as designated in the Scope of Services in Appendix A, or as otherwise designated by the Hays County Commissioners Court (*individually or collectively the "County Designee"*). The *County Designee* shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Hays County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Engineer

- A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Designee*, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.
- B. *Engineer* shall not commence work until *Engineer* has been thoroughly briefed on the scope of the *Project* and has been notified in writing by the *County Designee* to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

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- C. *County* shall provide *Engineer* with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular *Project* at no cost to *Engineer*; however, any and all such information shall remain the property of *County* and shall be returned, if the *County Designee* so instructs *Engineer*.
- D. *Engineer* shall perform the Scope of Services for the *Project* as set forth herein in Appendix A to this Agreement, and is expressly incorporated and made a part hereof. As part of the Scope of Services, *Engineer* shall submit its work products to *County* for review at regular intervals.

Section III Fee schedule

- A. For and in consideration of the performance by *Engineer* of the work described in the Scope of Services, *County* shall pay and *Engineer* shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by *Engineer* on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services *Engineer* shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of *Engineer's* services as basic or additional services under this agreement, the decision of the *County Designee* shall be final and binding on *Engineer*.

Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all work in accordance with the terms specified in written Work Authorizations and in accordance with the production timeline included in the Scope of Services for those Work Authorizations.
- C. Neither *Engineer* nor *County* shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond *Engineer's* or *County's* reasonable control. Upon the discovery of such an event, *Engineer* shall notify *County*, and attend a special meeting with the *County Designee* to propose a program for a

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solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Designee**.

- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.
- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party, and **County** may terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following receipt. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV.
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages

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- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The *County Designee* will act on behalf of *County* with respect to the work to be performed under this Agreement. The *County Designee* shall have complete authority to interpret and define *County's* policies and decisions with respect to *Engineer's* services. The *County Designee* may designate representatives to transmit instructions and receive information.
- B. *Engineer* shall not commence work on any phase of the *Project* until a thorough briefing on the scope of the *Project* is received and a written Work Authorization is issued by the *County Designee* in substantially the form of Attachment A to Exhibit I.
- C. *Engineer* shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that *Engineer* shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. *Engineer* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Engineer's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Engineer* shall cooperate and coordinate with *County's* staff, and other engineers and contractors as reasonable and necessary and as required by the *County Designee*.

Section VI Review of Work Product

- A. *Engineer's* engineering work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by *Engineer* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. . The completeness of any engineering work product submitted to *County* shall be determined by *County* within thirty (30) days of such submittal and *County* shall notify *Engineer* in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, *County* shall notify *Engineer* and *County's* technical review

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process will begin.

- D. If the submission is incomplete, *County* shall notify *Engineer*, who shall perform such professional services as are required to complete the work and resubmit it to *County*. This process shall be repeated until a submission is complete.
- E. *County* shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to *Engineer*, who shall perform any required work and resubmit it to *County*. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the *County Designee's* opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, *Engineer* shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive final approval by the *County Designee*. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.
- G. After approval of final engineering work products, *Engineer* shall without additional compensation perform any work required as a result of *Engineer's* development of the products which is found to be in error or omission due to *Engineer's* negligence. However, any work required or occasioned for the convenience of *County* after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of *Engineer's* work products as complete, accepted, or approved under this Agreement, the decision of the *County Designee* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Engineer shall make without expense to *County* such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of *County*, but after the approval of the work product any revisions, additions, or other modifications made at *County's* request which involve extra services and expenses to *Engineer* shall entitle *Engineer* to additional compensation for such extra services and expenses, provided however, that *Engineer* agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the *Engineer's* development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by *Engineer* to revise the plans in order to make the *Project* constructible, *Engineer* shall do so without additional compensation. In the event of any dispute over the classification of *Engineer's* services as Basic or Additional Services under this Agreement, the decision of the *County Designee* shall be final and binding on *Engineer*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII

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Engineer's Responsibility and Liability

- A. *Engineer* covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, *Engineer* shall inform *County* of such event within five working days.
- B. *Engineer* shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the *County Designee* regarding county permitting or similar requirements properly waivable by the *County Designee*.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. *Engineer* shall indemnify, protect, and save harmless *County*, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, reasonable attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of *Engineer* or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, *Engineer* shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. *Engineer's* opinions of probable *Project* cost or construction cost represent *Engineer's* professional judgment as a design professional familiar with the construction industry, but *Engineer* does not guarantee that proposals, bids, or the construction cost, itself, will not vary from *Engineer's* opinions of probable cost.
- F. *Engineer* shall perform all services and responsibilities required of *Engineer* under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. *Engineer* represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that *Engineer* shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of *County*, to perform the services when and as required and without delays. It is understood that *County* will approve assignment and release of all key *Engineer* and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination

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with *County*, shall upon *County's* and/or *County Designee's* request be immediately removed from association with the *Project*.

- I. If the procurement of adequate qualified personnel by Engineer would result in taxable professional services being charged to Engineer (e.g. Surveying), then the charges for such services shall be paid by County directly so that County may assert tax exemption under Section 151.309 of the Texas Tax Code, or other applicable law. Any such direct payment by County is hereby granted, by the Hays County Commissioners Court, a discretionary exemption from the competitive requirements set out in Section 232.023 of the Texas Local Government Code.
- J. *Engineer* shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- K. *Engineer* shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- L. *Engineer* is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of *Engineer* shall be classified as an employee of *County*.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by *Engineer* are the property of *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Designee*, shall be delivered to *County* in an organized fashion with *Engineer* retaining a copy.
- B. Any reuse by *Engineer* of any such documents described in subsection A above, without the specific written consent of *County* shall be at *Engineer's* sole risk and without liability or legal exposure to *County*. Should *Engineer* be terminated, *Engineer* shall not be liable for *County's* use of partially completed designs, plans, or specifications on this *Project* or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by *Engineer*, or Surveyor, as applicable, as specified by professional standards.
- C. *Engineer* will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Hays County, and *County's* respective engineers and contractors, without the specific written consent of *Engineer*. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

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Section X
Maintenance of and Right of Access to Records

- A. *Engineer* agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the *Project*, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. *Engineer* further agrees that *County* or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of *Engineer*, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. *Engineer* agrees that *County* shall have access during normal working hours to all necessary *Engineer* facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.
- C. *Engineer* further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that *County* shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that *County* shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. *County* shall give sub-consultant reasonable advance notice of intended audits.
- D. *Engineer* and sub-consultant agree to photocopy such documents as may be requested by *County*. *County* agrees to reimburse *Engineer* for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI
Miscellaneous

- A. *Severability*. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. *Venue*. It is contemplated that this Agreement shall be performed in Hays County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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- C. ***Equal Opportunity in Employment.*** *Engineer* agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. ***Certificate of Engineer.*** *Engineer* certifies that neither *Engineer* nor any members of *Engineer's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the ***Project*** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. ***Notice.*** Any notice to be given hereunder shall be in writing and may be affected by personal delivery in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

ENGINEER: Robert J. Roy, RPLS
Surveying and Mapping, Inc.
4801 Southwest Pkwy, Parkway Two, Suite 100
Austin, TX 78735

COUNTY: Hays County Judge
111 E. San Antonio Street
Suite 300
San Marcos, Texas 78666
Attn: Judge Bert Cobb, M.D. (or successor)

with copy to: Hays County District Attorney – Civil Division Chief
111 E. San Antonio, Suite 204
San Marcos, Texas 78666
Attn: Mark Kennedy (or successor)

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and to: Jeff Curren, P.E.
HDR Engineering, Inc.
4401 West Gate Blvd., Suite 400
Austin, TX 78745

and to: Commissioner Ray Whisenant
195 Roger Hanks Parkway
Dripping Springs, TX 78620

- F. **Insurance Requirements.** *Engineer* agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.
- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent *County* becomes aware that *Engineer* is delinquent in the payment of property taxes related to property located in Hays County at the time of invoicing, *Engineer* hereby assigns any payments to be made for services rendered hereunder to the Hays County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, *County* shall not have an affirmative duty to determine if *Engineer* is delinquent in the payment of property taxes.
- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of *County* and *Engineer* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Engineer* may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** *Engineer* shall provide to *County Designee* upon submittal of *Engineer's* initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** *Engineer* shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the *Engineer* shall furnish the *County* with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after *Engineer* becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the *Engineer*), whether or not it

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results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.

- M. ***Entire Agreement.*** This Agreement represents the entire and integrated Agreement between ***County*** and ***Engineer*** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both ***County*** and ***Engineer***. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.
- N. ***Captions Not a Part Hereof.*** The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a corporation, duly authorized to transact and do business in the State of Texas.
- Q. ***Acknowledgement.*** As a duly authorized representative of ***Engineer***, I acknowledge by my signature below that I have read and understand the above paragraphs and that ***Engineer*** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. ***Definition of Engineer.*** The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

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EXECUTED this _____ day of May, 2011.

THE ENGINEER:

HAYS COUNTY:

BY: _____

BY: _____

Printed Name: _____

Hays County Judge

Title: _____

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

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EXHIBIT I**COMPENSATION FOR PROFESSIONAL SERVICES****ACTUAL COST OF SERVICES METHOD**

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$28,832.00.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in

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completion of the Work Authorization. Any changes in the Work Authorization shall be enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The *Engineer* shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 *Engineer* shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, *Engineer* shall not be compensated for work made necessary by *Engineer's* negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "*Compensation Cap*") is \$35,000.00, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the *Compensation Cap*.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Engineer* shall provide *the Hays County Auditor* with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to *the Hays County Auditor* will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the *Project*.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by *Engineer*.

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ATTACHMENT A

WORK AUTHORIZATION NO. _____

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

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

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

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

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

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ATTACHMENT A (con't.)

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

ENGINEER:

COUNTY:

Hays County, Texas

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

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EXHIBIT II**HOURLY RATES****SURVEY FIELD CREW SERVICES:**

Two (2) Person Survey Field Crew.....	\$130.00 per hour
Three (3) Person Survey Field Crew.....	\$150.00 per hour
Additional Rodperson, Chainperson or Flagperson	\$32.00 per hour
GPS Field Operator with Vehicle and Receiver.....	\$105.00 per hour
GPS Receiver (Unmanned)	\$25.00 per hour
Field Coordinator.....	\$85.00 per hour
Laser Scanning Technician.....	\$85.00 per hour
Laser Scanner.....	\$850.00 per day
ATV or Utility Vehicle.....	\$75.00 per day

SURVEY OFFICE PERSONNEL SERVICES:

Principal.....	\$170.00 per hour
Associate/Senior Project Manager.....	\$145.00 per hour
Project Manager.....	\$125.00 per hour
Staff Surveyor.....	\$110.00 per hour
GPS/HDS Coordinator.....	\$105.00 per hour
SIT.....	\$90.00 per hour
Senior Technician.....	\$85.00 per hour
Survey Technician.....	\$75.00 per hour
Clerical Support.....	\$50.00 per hour

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EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to *Engineer* for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Engineer* shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the *Hays County Commissioners Court*.
4. In the event of any dispute over the classification of *Engineer's* services as either basic or additional services, the decision of the *Hays County Commissioners Court* shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to *County* of a complete work product to the date the review is finished and comments returned to *Engineer* shall not be included within the days allowed for completion.

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EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**

Procedures for *Engineer* to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination *Engineer* shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to *County* as a pre-condition to final payment.
3. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Engineer* to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, *Engineer* shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to *County*, but shall be retained by *Engineer* unless requested by *County*.
2. During the period of suspension, *Engineer* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

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Procedures for *Engineer* to follow upon exercise of right to terminate for substantial failure of *County* to perform:

1. In the event that *Engineer* exercises such right to terminate, within thirty (30) days after receipt by *County* of *Engineer's* Notice of Termination, *Engineer* shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to *County* as a pre-condition to final payment. Upon the above conditions being met, *County* shall pay *Engineer* for approved services actually performed under this Agreement, less previous payments.
3. Failure by *Engineer* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Engineer* of any and all rights or claims to collect the fee that *Engineer* may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

- A. *Engineer* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. *Engineer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. *Engineer* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. *Engineer* will, in all solicitations or advertisements for employees placed by or on behalf of *Engineer*, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. *Engineer* will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of *Engineer's* obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. *Engineer* will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. *Engineer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of *Engineer's* non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and *Engineer* may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. *Engineer* will include the provisions of paragraph (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will

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be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

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EXHIBIT VII**INSURANCE REQUIREMENTS**

During the life of this Agreement, *Engineer* agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ 2,000,000.00 in the aggregate, including coverage on same for independent subcontractor(s). HAYS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$ 1,000,000.00 per occurrence and \$ 1,000,000.00 in the aggregate. *Engineer* shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 1,000,000.00 .
- E. In the event *Engineer* is self-insured in connection with any or all of the above-required insurance policies, *Engineer* shall submit proof of such self-insurance and all financial statements as reasonably required by the *County* in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by *County*. *Engineer* shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by *County* shall not relieve or decrease the liability of *Engineer* hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. *Engineer* shall furnish *County* with a certification of coverage issued by the insurer. *Engineer* shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the *County* and the *Hays County Commissioners Court*, and agreed to and hereby acknowledged by the *Engineer*, that no provision of this Professional Services Agreement shall be construed to require the *County* or any agent of *Hays County* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

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APPENDIX A**SCOPE OF SERVICES**

The scope of services to be provided by the *Engineer* shall be included with each Work Authorization under this *Agreement*.

THE COUNTY DESIGNEE THAT SHALL BE THE PRIMARY POINT OF CONTACT UNDER THIS AGREEMENT SHALL BE ALLEN R. CROZIER, P.E..

PROJECT UNDERSTANDING & ASSUMPTIONS

It is our understanding that:

- A. It is our understanding that the proposed roadway improvements require Additional Right of Way Acquisition along the South side of RM 1826, affecting up to 4 parcels. Preliminary research indicates that additional Right of Way may have been dedicated or reserved to "the public" by subdivision plats and title transfer of that dedicated Right of Way to TxDOT may be necessary.
- B. Prior to commencement of SAM, Inc.'s survey field work, Hays County will obtain right-of-entry from the landowners on which the survey will be performed.
- C. It is our understanding that Hays County will provide a title abstract of each subject property.

RIGHT-OF-WAY SURVEYING AND MAPPING SERVICES**PROPERTY RECORD RESEARCH / PERMISSION TO SURVEY**

- A. *Records Research*: Upon notice to proceed, the Surveyor will conduct research in the Hays County Appraisal District offices to determine property ownership for the approximately 4 properties from which ROW is to be obtained (subject properties). Concurrently, copies of the current deeds for all subject properties will be obtained from the County Clerks' records. A current ownership list will be prepared for the subject properties and a copy of this list will be provided to the Client for their use.
- B. *Right-of-Entry (To Be Obtained by Hays County)*: Hays County will obtain right-of-entry from the landowners on which the survey will be performed. Hays County. SAM, Inc. will contact affected land owners from which right-of-entry has been obtained (by Hays County) prior to commencing any work on private property. SAM, Inc. anticipates that the Client and Hays County will handle problems regarding any and all refusal to grant right-of-entry or communication with land owners who are hostile with respect to the completion of this scope of services. SAM, Inc. will document any interactions with land owners while performing the work. Gaining right-of-entry from all land owners in a timely manner will be critical to the success and efficiency in meeting deadlines for this project.
- C. *Title Abstracting and Deed Study*: Hays County will provide a title abstract of each subject property. Based upon the records obtained, the Surveyor will prepare a working drawing of the deeds and right-of-way information to be used for a preliminary base map. This base map will be utilized in the right-of-way map preparation and parcel surveys. The Client will be notified of all deed line conflicts and major discrepancies discovered in preparing the deed study. Resolution of conflicts is not a budgeted item since the number or extent of such conflicts cannot be quantified at this time.

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PROJECT CONTROL

- A. *Primary Control:* SAM, Inc. will utilize existing control established by SAM, Inc. for the design survey and extend the survey control for the tasks described herein. This project will be placed on the horizontal and vertical datums for existing control [NAD83/93/NAVD88 values (Texas State Plane, South Central Zone)].
- B. *Secondary Control:* Additional project survey control (5/8" iron rods with SAM Control plastic caps) will be set as necessary in order for SAM, Inc. to complete the ROW surveys.

RIGHT-OF-WAY SURVEYS

- A. *Field Surveys:* The Surveyor will perform a route survey within the project limits. Monuments marking the existing right-of-way lines (if any) and the front corners of the properties from which right of way is to be obtained will be recovered and tied to the project control. The Surveyor will recover the corner or angle point monuments nearest to the proposed right of way on the side line of each of the subject properties and these corners will be tied to the project control.

The Surveyor will locate any structural improvements including buildings, propane tanks, sheds, fences, barns, cattle catch pens and stalls and wells within approximately 25 feet of the proposed right-of-way line. The Surveyor will detail bisected improvements with distances to the proposed right-of-way line. Structures encroaching into the existing/proposed right of way will be located and detailed on the map. Visible utilities and visible evidence of underground utilities along the proposed ROW corridor will be located and shown on the right-of-way map.

- B. *Boundary Analysis:* Utilizing the deed study and the data from the field survey, the Surveyor will analyze the results of the survey and perform computations related to the analysis. Location of the existing right-of-way lines and the side property lines of each of the subject properties will be determined by the Surveyor. The Client will be notified of boundary line conflicts which become apparent as a result of the field survey.
- C. *Preparation of Documents*
 - i. The Surveyor will develop a base map showing ownership of the subject properties and any easements found during the title abstract. Properties adjacent to the existing/proposed right of way within the project limits will be labeled with the owner's name and deed recordation information.
 - ii. Utilizing the boundary surveys performed by the Surveyor and the proposed right-of-way line location provided by the Client, the Surveyor will compute the boundaries of the right-of-way parcels for each of the subject properties.
 - iii. The Surveyor will draft the right-of-way plans (11"x17") to a scale of 1 inch equals 100 feet based upon TxDOT's right-of-way standards. There will be approximately 5 plan sheets including a cover sheet, index sheet, control sheet and map sheets. A closure computation will be prepared for each right-of-way parcel on the plans.
 - iv. The Surveyor will draft plats for each of the estimated 4 right-of-way parcels. The plats will be prepared on 8 1/2" x 11" pages at a scale of 1 inch equals 50 or 100 feet,

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depending on the parcel size. A closure computation will be prepared for each of the plats.

- v. The Surveyor will prepare a field note (metes and bounds) description for each of the right-of-way parcels. A closure computation will be prepared for each of the descriptions.
 - vi. To assure the accuracy of the documents, the Surveyor will read the descriptions while all details are compared to the right-of-way plans and parcel plats (bearings, distances, stations and offsets, deed references, etc.). Final mark-ups will be made and corrections completed.
 - vii. All of the above described survey documents (right-of-way plans, plats, descriptions, and closure computations) will be submitted to the Client for agency review. Upon the completion of review of all right-of-way survey documents, the Surveyor will make corrections and address concerns. Corrected documents will be returned to the Client in final format.
- D. *Monumentation:* 1/2 inch iron rods with TxDOT aluminum caps will be set at property line intersections with the new right-of-way line (assume 6). TxDOT brass caps will be set in concrete (Type II monuments) at PCs, PTs, angle points and at no greater than 1,000 foot intervals along tangents on the new right-of-way line (approximately 4) and along the existing right-of-way line at the east and west end of the project limits where no additional right of way is being acquired (approximately 4). Type II monuments and iron rods set will be witnessed by a standard marker post (materials to be provided by the State).

E. *Deliverables:*

- i. One legal description for each parcel (signed and sealed).
- ii. One individual survey plat on 8 1/2"x11" for each parcel (signed and sealed).
- iii. One set of 11"x17" (1/2 scale) mylars of the right-of-way plan sheets.
- iv. One set of area computation sheets for legal descriptions, plats and right-of-way maps for all parcels.
- v. Computer files for the right-of-way plans and reference files in Microstation V8 (.dgn) format.

FEE ESTIMATE

SAM, Inc. will provide the services outlined herein on a time and materials basis in accordance with the attached rate schedule, and as shown on the attached man-hour spreadsheet. The estimated cost of this work is:

Right of Way Surveying and Mapping Services:	\$ 28,630.00
Reimbursables	\$ 202.00
PROJECT TOTAL:	\$ 28,832.00

July 2009

ADDITIONAL SERVICES

In addition to the services described in the foregoing Scope of Services, SAM, Inc. can provide additional services if requested by Client, on a time and materials basis, after submittal of an estimated budget and receipt of written authorization. These additional services could include, but are not limited to, the following:

- Additional research to obtain prior deeds or deeds adjacent to the subject properties to address boundary conflicts.
- Additional surveys to determine the extent of and to aid in the resolution of boundary conflicts.
- Revision of right-of-way acquisition documents due to a change in the alignment of the proposed right-of-way.
- Obtaining right of entry from the adjoining landowners to survey on private property.
- Records research to abstract title and easements and other encumbrances of record.
- Preparing of title surveys to address title commitments.
- Preparing of descriptions and plats for temporary construction easements and surveying to stake such easements if required.
- Surveying and document preparation for easements.
- Additional design survey services.
- Staking or location of boreholes or staking of the proposed right-of-way centerline.
- Subsurface Utility Engineering (SUE) services for the project.

Specified Rate Basis of Payment

29 of 29 Pages

Contract No. _____

[illegible]

July 2009

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:

Action to Authorize Commercial OSSF Permit to Duane Newcom for a 3-Space RV Park located at 1700 Harmon Hills Road (Douglas Estates lot 18-D) in Dripping Springs, in Precinct 4.

CIRCLE ONE ACTION ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Tom Pope, R.S., Development Services Dept.

SPONSORED BY: Commissioner Ray Whisenant

SUMMARY: Duane Newcom is proposing a 3 space RV park. This is an existing standard on-site sewage facility designed for 358 gallons per day. The property is 10 acres in size. This on-site sewage facility also serves an existing 3 bedroom house.

A permit is required to alter the system for the commercial wastewater. The system is being upgraded by adding an Advanced Aeration Vacuum Bubble Technology (VBT) Unit to the treatment tank. The upgrade to the on-site sewage facility is designed by Erin Banks, P.E.

The site profile sheet is attached.

The water supply will be private water well.

STAFF REVIEW/COMMENTS

Resource Protection, Transportation & Planning Director: Recommend Approval.

ROAD DIRECTOR: NA

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

SITE PROFILE

Page 1
5/25/2011

OSSF Permit #: 2001-3191

TYPES OF PERMITS: ☒ OSSF permit ☒ Development permit

PROPERTY ADDRESS: 1700 HARMON HILLS ROAD, DRIPPING SPRINGS TX 78620

NAME OF OWNER: DUANE NEWCOM

MAILING ADDRESS: 1700 HARMON HILLS ROAD DRIPPING SPRINGS TX 78620

Work Phone: (512) 671-5166

Cell: (512) 266-3821

Home Phone: (512) 266-3821

Fax:

Septic Type: Residential

Reason: New

1500 Sq Ft

2 Bedrooms

Purchased: 8/31/2001

Revision:

License Date:

Field: 0

Plans:

Final Inspection: 4/27/1997

Printed:

0 0 0 0

Authorization: 1/9/1997

Approved By:

Installed: 4/27/1997

Other Information:

☐ Rainwater Collection

☐ City limits

☐ Public Sewer

☐ ETJ

☒ Well

☒ Water saving fixtures

☐ Public Water

☐ Recharge zone

☐ Meter / Timer Required

WaterSupply Company:

Record Set:

Volume:

Page:

HAYS COUNTY

Lot/Tract: D-18

Block:

Lot size: 10 ACRES

Precinct/Zone: 4

Affidavit File Date:

Survey:

Grid/Section:

Subdivision: DOUGLAS ESTATES

Reference: R26247

Evaluator's Information:

Site Evaluator:

Type of soil:

Soil Date:

0 GPD

System Information:

Manufacturer: ADVANCED AERATION

Distributor:

Designer: BANKS, ERIN

Installer: HARRIS, JIM

Treatment Type: Aerobic

Disinfectant:

Flood Plain Permit:

Disposal: Standard

Drainfield: 0 x 0 x 0 - 0

Flood Plain Status: Exempt

System:

ADVANCED AERATION

Brand / Model

Serial Number

Date

Flood Plain Date:

Aerator:

Flood Plain Certificate:

Discharge:

Flood Plain Complete:

Expiration Date:

Service and Maintenance Information

Routine Maintenance Required

☐ Active Service

☐ Electronic Monitoring

Service Provider: CARSON, MARTY

Date Maintenance Contract Started:

Insp./year:

Date Maintenance Contract Expires:

Location of System: GPS Latitude:

GPS Longitude:

Map Code:

Legal Description:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to hire Michael Aulick to assist with the application for CAMPO funds.

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

PREFERRED MEETING DATE REQUESTED: May 12, 2009

AMOUNT REQUIRED: Not to exceed \$25,000

LINE ITEM NUMBER OF FUNDS REQUIRED: From 5448-010 to 5448-008

REQUESTED BY: Borcharding

SPONSORED BY: Conley

SUMMARY: There is an immediate need for assistance in preparation of submissions for STP-MM funding available through CAMPO. The approved process, which must be completed by the end of June, is extremely complicated and requires the full-time attention that would be available through the use of Mr. Aulick.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to hire Michael Aulick to assist with the application for CAMPO funds.

PREFERRED MEETING DATE REQUESTED: May 31, 2011

COUNTY AUDITOR

AMOUNT: Not to exceed \$25,000

LINE ITEM NUMBER: From 020-710-00.5448-010 to 5448-008

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: _____

May 22, 2011 (DRAFT)

Mr. Jerry Borcharding, P.E.
Director
Resource Protection, Transportation and Planning Department
Hays County
2171 Yarrington Road
San Marcos, Texas

Reference: Professional Services to Hays County re CAMPO Planning and Project Funding
Hays County, Texas
Proposal for Professional Services

Dear Mr. Borcharding:

Aulick and Associates (Consultant) appreciates the opportunity to provide this proposal for professional services to Hays County, Texas (Client) for review, analysis, project funding application, and advice relative to the programs of the Capital Area Metropolitan Planning Organization (CAMPO). My proposal is based upon the scope of services, compensation, schedule, terms and conditions and attachments contained herein.

The Project includes review, analysis and recommendations on CAMPO matters relative to Hays County. It is our understanding that the total project budget is around \$ 20,000.00.

SCOPE OF SERVICES:

1.0 Basic Services:

- 1.1 Prepare a draft list of transportation projects for which Hays County could reasonably seek funding from CAMPO.
- 1.2 Consult with Hays County to prepare an approved list of projects for submission to CAMPO.
- 1.3 Prepare funding applications for projects identified in 1.1 and 1.2 above with information necessary to enable Hays County projects to be competitive with other projects in the CAMPO area.
- 1.4 Pursue funding approval throughout the CAMPO project funding consideration process.
- 1.5 Attend CAMPO Board and Technical Advisory Committee meetings as warranted in order to advise Hays County on CAMPO matters of interest.
- 1.6 Meet with Hays County Commissioners and staff to provide information and advice on CAMPO matters.
- 1.7 Provide other services as directed by the Hays County Director of Resource Protection, Transportation and Planning.

- 2.0 **Additional Services:** Because the effort required for some items of work varies considerably from project to project, and because some items of work are sometimes provided separately by the Client, those items of work are not included in the basic services fees and are charged separately. Additional Services, mutually agreed upon and authorized separately by the Client in writing, shall be completed on an hourly basis in accordance with the hourly billing rate shown under Compensation below. Such additional services may include any other service not otherwise included in the Basic Services

3.0 Excluded Services: Consultant shall not be required to furnish any legal or accounting advice or service, nor is the training of operating personnel included in this Agreement.

4.0 Client Provided Services: Client shall provide Consultant with pertinent, available information necessary for Consultant's work on behalf of the Client.

COMPENSATION:

1.0 Fee: Our estimated fee for the Basic Services is \$20,000.00 (hourly not to exceed) at an hourly billing rate of \$125.00 per Consultant hour worked.

1.1 Total Estimated Budget: Our total estimated budget for this project is \$20,000.00.

SCHEDULE:

The schedule for performing the scope of services is to be upon signature of this agreement and is to proceed expeditiously to meet the needs of Hays County consistent with CAMPO funding and other programs schedule, with work ending no later than December 31, 2011.

TERMS & CONDITIONS

Following are the Terms and Conditions that will apply to this Agreement:

1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this Agreement for services shall be authorization by the Client for Consultant to proceed with the work.

2. STANDARD OF CARE

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, warranty and/or guarantee are included or intended in this Agreement, or in any report, opinion, document or otherwise.

3. TAXES

All taxes, including but not limited to gross receipts tax, sales tax, etc., required to be paid will be billed to the Client in addition to fees.

4. BILLING AND PAYMENT

The Client, recognizing that timely payment is a material part of the consideration of this Agreement, shall pay Consultant for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by Consultant on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

The Client shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment

received by Consultant more than thirty (30) calendar days from date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If Client, for any reason, fails to pay an invoice or the undisputed portion of a Consultant invoice within sixty (60) calendar days of invoice date, Consultant will notify the Client by registered mail that Consultant shall cease work on the project in ten (10) calendar days if the invoice in question is not paid. In this case, the Client shall waive any claim against Consultant, and shall defend and indemnify Consultant from and against any claims for injury or loss stemming from Consultant's cessation of service. Client shall also pay Consultant the cost associated with premature project demobilization. In the event the project is remobilized, Client shall also pay the cost of remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any invoice or portion thereof is disputed by Client, Client shall notify Consultant within ten (10) calendar days of receipt of the bill in question, and Client and Consultant shall work together to resolve the matter within forty-five (45) days of its being called to Consultant's attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this Agreement.

5. CONSEQUENTIAL DAMAGES

The Client shall not be liable to Consultant and Consultant shall not be liable to the Client for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or Consultant, their employees, agents or subcontractors. Consequential damages include, but are not limited to loss of use and loss of profit.

6. TERMINATION

In the event termination becomes necessary, the party (Client or Consultant) effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause of termination, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs incurred up to the effective time of termination, in accordance with Consultant's prevailing Fee Schedule and Expense Reimbursement Policy.

7. ADDITIONAL SERVICES

Any services beyond those specified herein will be provided for separately under a mutually agreed upon Scope of Services, Budget and Schedule and an additional written authorization from the Client.

8. GOVERNING LAW

The laws of the State of Texas will govern the validity of this AGREEMENT, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought to the courts of that State.

9. SEVERABILITY

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

10. LIMITATION OF LIABILITY

IN ORDER FOR THE CLIENT TO OBTAIN THE BENEFITS OF A FEE WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING, THE CLIENT AGREES TO LIMIT CONSULTANT'S LIABILITY ARISING FROM CONSULTANT'S PROFESSIONAL ACTS, ERRORS OR OMISSIONS, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF CONSULTANT SHALL NOT EXCEED CONSULTANT'S TOTAL COMPENSATION FOR THE SERVICES RENDERED ON THIS PROJECT.

AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please sign and return to our office. I will schedule the above services as soon as we receive your authorization. If you have any questions, please call me at 512-750-3179.

Sincerely,
AULICK AND ASSOCIATES

**Accepted and Approved for
Hays County, Texas**

Michael R. Aulick
Principal
700 S. Creekwood Drive
Driftwood, TX 78619

Jerry Borcharding, P.E.
Director, Resource Protection, Transportation and
Planning Department

(Date)

(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 acknowledge completion of the Village of San Marcos/CFPO-PAL Park Bond Fund project.

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

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hauff

SPONSORED BY: Ingalsbe

SUMMARY:

On January 22, 2008 the Commissioners Court awarded Park Bond funds in the amount of up to \$1,618,417 for development of the CFPO/Village of San Marcos Park project, including construction of lighted sports fields (3), concessions/restroom building, pavilion, picnic facilities, playground, trails and sidewalk, access road and parking, and other associated site amenities and infrastructure. The project has been completed and has come in under budget, with a total expenditure of park bond funds of \$1,569,926.77, a reduction of \$48,490.23 from the original allocated amount. The CFPO Youth football league has been able to conduct both the fall and spring seasons on the new facility, along with other organized activities, and the park is open to the public.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Discussion and Possible resolution of the Commissioners Court accepting a petition for the creation of a "Hays County Water and Sewer Authority", a corporation under Chapter 431 of the Texas Transportation Code; approving the Articles of Incorporation, Bylaws, and Directors of said corporation.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: \$90

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: WHISENANT

SPONSORED BY: WHISENANT

SUMMARY: As discussions regarding LCRA's divestiture of retail water systems have proceeded, it has been pointed out that a "Water and Sewer Authority" was created by the Commissioners Court in Calendar Year 2000. A resolution of the Court in 2000 does reveal a desire to form a body that would handle water and wastewater issues on the County's behalf. However, no entity was created under the laws for that purpose.

Chapter 431 of the Texas Transportation Code provides for the creation of a corporation "to accomplish any governmental purpose of [the] local government..." If the Court desires the "Hays County Water and Sewer Authority" to operate as an affiliated entity of Hays County, then counsel recommends creating a corporation for that purpose under Chapter 431.

**ARTICLES OF INCORPORATION
OF THE
HAYS COUNTY WATER AND SEWER AUTHORITY, INC.**

We, the undersigned natural persons, each of whom is eighteen (18) years of age, or more, and each being a qualified voter of the County of Hays, Texas, acting as incorporators of a corporation incorporated pursuant to *Subchapter D, Chapt. 431, Texas Transportation Code* (the "Act"), in compliance with the procedures and requirements of *Chapt. 394, Tex. Loc. Gov't. Code* ("Chapt. 394"), hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is the "Hays County Water and Sewer Authority, Inc." (the "Corporation").

ARTICLE II

The Corporation is a public non-profit corporation.

ARTICLE III

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of Hays County, a political subdivision of the State of Texas ("Hays County"), as defined in *Sec. 394.003, Texas Local Government Code* and these Articles, in the performance of their governmental functions to promote the common good and general welfare of Hays County and to assist local groups and entities to preserve valuable rights, serve as a legal entity to organize, finance, purchase and transfer, or hold, operate and sell, water and wastewater assets, facilities, utilities and systems; and the development and improvement of public utilities, systems and infrastructure.

The Corporation is also organized to aid, assist and act on behalf of the Corporation, Hays County, to acquire, and to aide and assist governmental and local entities to acquire and/or manage, water and wastewater utilities, systems and facilities from the Lower Colorado River Corporation: and

(a) to acquire, own, hold, improve, use or otherwise deal with real or personal property, or any interest therein, wherever situated, to accomplish the successful transition of the referenced water and wastewater utilities, systems and facilities to locally controlled public entities, or to act as the locally controlled public entity that has received said utilities, systems and facilities;

(b) to plan, develop and coordinate proposals to finance, bid and negotiate for, and purchase water and wastewater utilities, systems and facilities;

(c) to provide for the operation and maintenance of water and wastewater utilities, systems and facilities as may be required for the public good; and

(d) to transfer, sell and convey to local governments and publicly controlled legal entities the water and wastewater utilities, systems and facilities that are acquired from Lower Colorado River Corporation.

The Corporation is formed pursuant to the provisions of the Act to assist and act on behalf of the Hays County and to engage in activities in the furtherance of the purposes of its creation, and may exercise all of the rights, powers, privileges, authority and functions given to local government corporations incorporated under the Act, together with all the powers, privileges, authority and functions given by state law to non-profit corporations, including, without limitation, the powers and authority given under *Art. 1396, -1.01 - 50.01, VATCS*.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to non-profit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes; provided the Corporation shall not have any authority to issue bonds, notes or any debt obligation, or by contract undertake an obligation that is not to be funded solely by revenues of the purchased water and wastewater utilities, systems and facilities, or by binding contractual commitments made by local governments and legal entities to purchase increments or portions of the water and wastewater utilities, systems and facilities; provided that no bonds, notes or financial obligations of the Corporation shall ever be or become debt obligations of Hays County.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of *Subdivision (2), Sec. 101.001, Texas Civil Practice & Remedies Code*. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, *Sec. 101.001 et seq., Texas Civil Practice & Remedies Code*.

ARTICLE V

The Hays County Commissioners Court shall appoint the board members of the Corporation. Should an existing Board Member also be an employee, officer, or agent of Hays County, then that Board Member shall, by operation of these Articles and the Bylaws of the Corporation, resign his or her membership on the Board of Directors at the same time he or she separates from his or her position with Hays County. The Hays County Commissioners Court shall appoint subsequent board members of the Corporation.

ARTICLE VI

All powers of the Corporation shall be vested in the Board composed of directors appointed by the Hays County Commissioners Court. The Board shall initially consist of seven (7) Directors, and the initial Directors of the Corporation ("Director" or "Directors") shall be those persons named in Article VIII. The initial Directors shall serve for the term prescribed in the Bylaws. Subsequent Directors shall have the qualifications required by the Act and additional Directors may be appointed as provided in the Bylaws. Any Director may be removed from, with or without cause, by the Hays County Commissioners Court.

The Board of Directors shall annually, by majority vote, designate a Director to serve as the Chairperson of the Board. All other matters pertaining to the affairs of the Corporation shall be governed by the Corporation Bylaws, so long as such Bylaws are not inconsistent with these Articles of Incorporation, or the laws of the State of Texas.

ARTICLE VII

The street address of the initial registered office of the Corporation is 111 E. San Antonio Street, Suite 204, San Marcos, Texas 78666, and the name of its initial registered agent at such address is Mark D. Kennedy.

ARTICLE VIII

The number of Directors initially constituting the Board is three (3). The names, addresses, and positions of the initial Directors, as approved and appointed by the Local Governments are as follows:

Ray Whisenant, 206 Gatlin Street, Dripping Springs, Texas 78620	Position One
Judge Bert Cobb, _____, _____, _____	Position Two
James Clint Garza, _____	Position Three
_____	Position Four
_____	Position Five
_____	Position Six
_____	Position Seven

ARTICLE IX

The names and street addresses of the incorporators, a majority of which reside within the jurisdictional boundaries of Hays County are as follows:

Ray Whisenant, 206 Gatlin Street, Dripping Springs, Texas 78620

Judge Bert Cobb, _____

James Clint Garza, _____

ARTICLE X

The Commissioners Court of Hays County, Texas, approved these Articles of Incorporation and the Directors named in Article VIII by resolution as set forth in the May 31, 2011, minutes of the Commissioners Court.

ARTICLE XI

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, whether or not the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article by the Directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, in any suit or legal claim regarding or growing out of the duties of the Corporation or the Director, Directors shall have all the legal immunities, privileges and defenses available at law or in equity, and shall have no liability or limited liability to the fullest extent permitted by state law, or any amendment to state law that further limits the liability of a Director.

ARTICLE XII

In accordance with the provisions of *Sec. 501(c)(3), U.S. Internal Revenue Code of 1986*, as amended (the "Code"), and regardless of any other provisions of these Articles of Incorporation or the laws of the State of Texas, the Corporation: (a) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the Corporation in effecting one or more of its purposes); (b) shall not devote more than an insubstantial part of its activities to attempting to influence legislation by propaganda or otherwise; (c) shall not participate in, or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and (d) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt, contract obligations with governmental and public purpose legal entities, and establishing a reserve, shall accrue to the Local Governments for application as provided below.

Hays County shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures, debt, contract obligations and reasonable reserves for future activities. Unless otherwise directed by Hays County, any income of the Corporation received by Hays County shall be deposited into a special account and used to reduce on a pro-rata basis the principal amount of any financial obligations incurred to purchase the water and wastewater utilities, systems and facilities, and any excess distributed to accomplish related governmental purposes. No income shall inure to the benefit of any private interests.

If the Board of Directors determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of *Sec. 394.026, Local Government. Code*, or with applicable law then in existence. In the event of dissolution or liquidation of the Corporation, all assets will be turned over to the Local Governments for application as above provided.

ARTICLE XIII

If the Corporation is a private foundation within the meaning of the *Code, Section 509(a)*, the Corporation shall: (a) distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by the *Code, Section 4942*; (b) not engage in any act of self-dealing as defined in the *Code, Section 4941(d)*; (c) not retain any excess business holdings as defined in the *Code, Section 4943(c)*; (d) not make any investments in such manner as to subject it to tax under the *Code, Section 4944*; and (e) not make any taxable expenditure as defined in the *Code, Section 4945(d)*. The Corporation shall to the fullest extent consistent with the accomplishment of its governmental purposes endeavor to operate in a manner to assure it is not a private foundation.

ARTICLE XIV

Hays County may at any time consider and approve an order directing the Board to proceed with the dissolution of the Corporation, at which time the Board shall proceed with the dissolution of the Corporation in accordance with applicable state law. The failure of the Board to proceed with the dissolution of the Corporation in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of these Articles of Incorporation.

ARTICLE XV

These Articles may not be amended unless approved by the Hays County Commissioners Court.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of _____, 2011.

Bert Cobb, Incorporator

Ray Whisenant, Incorporator

James Clint Garza, Incorporator

THE STATE OF TEXAS ☐

COUNTY OF HAYS ☐

BEFORE ME, the undersigned authority, on this day personally appeared Bert Cobb, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of May, 2011.

(SEAL)

Notary Public-State of Texas

THE STATE OF TEXAS ☐

COUNTY OF HAYS ☐

BEFORE ME, the undersigned authority, on this day personally appeared Ray Whisenant, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of May, 2011.

(SEAL)

Notary Public-State of Texas

THE STATE OF TEXAS □

COUNTY OF HAYS □

BEFORE ME, the undersigned authority, on this day personally appeared James Clint Garza, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the ____ day of May, 2011.

(SEAL)

Notary Public-State of Texas

BYLAWS
of the
HAYS COUNTY WATER AND SEWER AUTHORITY, INC.

ARTICLE I
PURPOSES

Section 1.01. General Purposes. The Hays County Water and Sewer Authority, Inc. ("Corporation") is organized for the purpose of aiding, assisting, and acting on behalf of Hays County, a political subdivision of the State of Texas ("Hays County"), in the performance of their governmental functions, to promote the common good and general welfare of area within Hays County, to assist local governments, groups and entities to preserve valuable rights, serve as a legal entity to organize, finance, purchase and transfer, or hold, operate and sell, water and wastewater assets, facilities, utilities and systems; and the development and improvement of public utilities, systems and infrastructure. A specific purpose of the Corporation is to aid, assist and act on behalf of Hays County, to acquire, and to aide and assist governmental and local entities to acquire, water and wastewater utilities, systems and facilities from the Lower Colorado River Authority.

Section 1.02. Implementation. The Corporation is also organized to aid, assist and act on behalf of Hays County for the purposes set forth in Article IV of the Articles of Incorporation.

Section 1.03. General Powers and Authority. The Corporation is formed pursuant to the provisions of the Act to assist and act on behalf of Hays County and to engage in activities in the furtherance of the purposes of its creation, and it shall have and may exercise all of the rights, powers, privileges, authority and functions given to local government corporations incorporated under *Subchapter D, Chapter 431, Texas Transportation Code* (the "Act"), together with all the powers, privileges, authority and functions given by state law to non-profit corporations, including, without limitation, the powers and authority given under *Art. 1396,-1.01 - 50.01, Vernon's Annotated Texas Civil Statutes*. The Corporation is organized and created by Hays County pursuant to and in compliance with *Chapter 394, Texas Local Government Code*.

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

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

ARTICLE II BOARD OF DIRECTORS

Section 2.01. Appointment, Classes, Powers, Number and Terms. All powers of the Corporation shall be vested in the Board of Directors (the "Board"). The Board shall initially consist of seven (7) persons. The Directors of the Board shall, barring vacancies, remain at seven (7) Directors. Directors of the Corporation shall be appointed by position to the Board by the Hays County Commissioners Court.

The terms of office of the Directors shall be two years, and the term for each such Director position shall begin on the date a Director is first appointed to the position and such term shall expire two years after the date of the appointment, or until his or her successor is appointed by the Hays County Commissioners Court; provided that if a Director is been appointed to fill an unexpired term the term of the Director shall expire on the expiration date of the term of the Director whose position he or she was appointed to fill. Any Director may be removed from office at any time, with or without cause, by the Local Government that appointed such Director.

Should an existing Board Member also be an employee, officer, or agent of Hays County, then that Board Member shall, by operation of these Articles and the Bylaws of the Corporation, resign his or her membership on the Board of Directors at the same time he or she separates from his or her position with Hays County. The Hays County Commissioners Court shall appoint subsequent board members of the Corporation.

The number of Directors may be increased or decreased by an amendment to the Bylaws adopted by a majority vote of the Local Government members of the Corporation.

The Hays County Commissioners Court may, from time to time, appoint *ex officio* members of the Board. Ex officio members shall not have voting rights on the Board. Any person designated as an ex-officio member of the Board is entitled to notice of, and to attend, meetings of the Board.

Section 2.02. Meetings of Directors. The Directors may hold their meetings and may have an office and keep the books of the Corporation at such place or places within Hays County as the Board may from time to time determine; provided, however, in the absence of any such determination, such place shall be the registered office of the Corporation.

The Board shall meet in accordance with and give notice of each meeting of the Board for the same length of time and in the same manner and location as is required counties under *Chapter 551, Texas Government Code* (the "Open Meetings Act"). An agenda for each meeting of the Board shall be posted at the Hays County Courthouse.

The Corporation, the Board, and any committee of the Board exercising the powers of the Board are subject to *Chapter 552, Texas Government Code* (the "Open Records Act").

Section 2.03. Annual Meetings. The annual meeting of the Board shall be held at the time and at the location in designated by the Board, for the purposes of transacting such business as may be lawfully brought before the meeting.

Section 2.04. Regular Meetings. Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by the Board.

Section 2.05. Special and Emergency Meetings. Special and emergency meetings of the Board shall be held whenever called by the Chairperson or Secretary of the Board, or by two Directors who are serving terms of office at the time the meeting is called. The Secretary shall give notice of each special meeting in person, by telephone, fax, mail or telegraph at least three (3) days before the meeting to each Director and to the public in compliance with the Open Meetings Act. Notice of each emergency meeting shall also be given in the manner required under *Sec. 551.045, Texas Local Government Code*. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special or emergency meeting. At any meeting at which every Director shall be present, even though without any notice, any matter pertaining to the purposes of the Corporation may be considered and acted upon to the extent allowed by the Open Meetings Act. The Secretary is authorized to post and give notices and designate others to post notice of meetings that are prepared by the Secretary, that are called in a manner authorized in these Bylaws.

Section 2.06. Quorum. A majority of the Directors holding office shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the Board there is less than a quorum present, a majority of Directors present may adjourn the meeting from time to time. The act of a majority of the Directors holding office shall constitute the act of the Board, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action unless his dissent is entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to Directors voting in favor of the action.

Section 2.07. Conduct of Business. At the meetings of the Board, agenda items shall be considered in such order as from time to time the Board may determine.

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

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any qualified person to act as secretary of the meeting; provided that an employee of Hays County may be designated to take, record and prepare the minutes of the meeting.

Section 2.08. Executive Committee, Other Committees. The Board may, by resolution adopted by the affirmative vote of at a majority of the Directors, designate two (2) or more Directors to constitute an executive committee or other type of committee. Such committee may consist of other persons representing parties participating in the coalition of local entities that seek to acquire the water and wastewater utilities, systems and facilities may serve on the committee. A committee shall act in the manner provided in the authorizing resolution. Each committee so designated shall keep regular minutes of the transactions of its meetings and shall cause such minutes to be recorded in books kept for that purpose in the office of the Corporation, and shall report the same to the Board from time to time. Committees shall have advisory powers and shall not be authorized to exercise the powers of the Board.

Section 2.09. Compensation of Directors. Directors, as such, shall not receive any salary or compensation for their services as Directors; provided, that nothing contained herein shall be construed to preclude any Director from receiving reimbursement for expenses reasonably incurred in performing the duties of Director.

Section 2.10. Director's Reliance on Consultant Information. A Director shall not be liable if, while acting in good faith and with ordinary care, he or she relies on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, that were prepared or presented by:

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

ARTICLE III OFFICERS

Section 3.01. Titles and Term of Office. The officers of the Corporation shall be a chairperson of the Board, a vice chairperson of the Board, a corporate secretary and a treasurer. The officers of the Corporation may include a president, one or more vice presidents, and such other officers as the Board may from time to time elect or appoint. One person may hold more than one office, except that neither the Chairperson of the Board nor the President shall hold the office of Secretary. The term of office for each officer shall be one year commencing with the date of the annual meeting of the Board at which each such officer is elected or appointed by the Board. The Chairperson is elected annually, by majority vote of the Directors then holding office, to serve a one year term of office. The authorization for president and vice president does not require the creation of such offices.

Officers elected or appointed by the Board shall be subject to removal by the Board at any time, with or without cause, by a majority vote of the Directors.

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

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

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

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

Section 3.05. Vice Presidents. A Vice President shall have such powers and duties as may be assigned to him or her by the Board or the President, including the performance of the duties of the President upon the death, absence, disability, or resignation of the President, or upon the

President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

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

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

Section 3.08. Compensation. Officers may be entitled to receive compensation for personal services which are necessary and reasonable in carrying out the Corporation's purposes as the Board may from time to time determine, provided, that in no event shall the salary or compensation be excessive. Board members, even in their capacity as officers, are not entitled to compensation except as otherwise provided in Article II, Section 9.

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

ARTICLE IV MISCELLANEOUS PROVISIONS

Section 4.01. Fiscal Year. The fiscal year of the Corporation shall begin October 1st of each year; provided the first fiscal year shall begin April 15, 2011, and end September 30, 2011.

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

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

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

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

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

ARTICLE V INDEMNIFICATION OF DIRECTORS AND OFFICERS

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

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

indemnified under this Article V or otherwise.

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

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

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

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

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

Section 5.08. Savings Clause. If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to

this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by law.

ARTICLE VI PROVISIONS RELATING TO MINORITY CONTRACTING

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

ARTICLE VII CODE OF ETHICS

Section 7.01. Policy and Purposes.

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

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

(c) The Directors, officers and employees of the Corporation shall further be subject to the ethics and conflicts provisions set forth in *Chapts. 171 and 176, Texas Local Government Code*.

Section 7.02. Conflicts of Interest.

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

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

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

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

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

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

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

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

- (1) if not more than one honorarium is received from the same person in a calendar year;
- (2) if not more than one honorarium is received for the same service; and
- (3) if the value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;

(d) a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest is reported.

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

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

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

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

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

ARTICLE VIII AMENDMENTS

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

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 workshop by Mission Critical, Inc. and Erica Carpenter from the Hays County Sheriff's Office on the Unified Dispatch project (PSAP Consolidation). Action may follow presentation.

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

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

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Commissioner Will Conley

SUMMARY:

Material will include an update on the final assessment for the Unified Dispatch plan. In addition, Erica Carpenter will discuss the work that the Operations Committee has been performing. Action may follow to adopt the Operations Committee plan.



MissionCriticalPartners

Your Partner, Your Advocate, Your Agent for Innovative Solutions

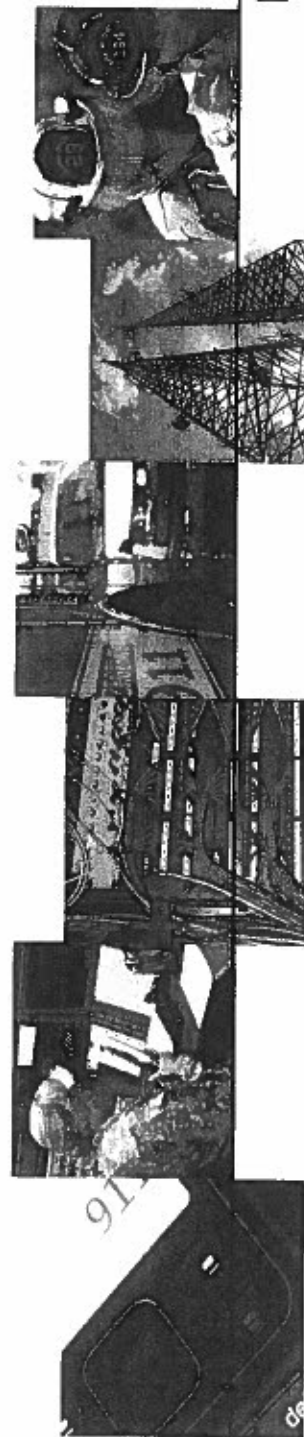
■ Executive Consulting/Master Planning ■ Next Generation 9-1-1 ■ Facility Technology Integration
■ Broadband Deployment ■ Consolidation ■ Emergency Management Communications ■ Forensics/Systems Analysis

HAYS COUNTY PSAP Consolidation Assessment Overview of Final Report and Next Steps

May 31, 2011



**HAYS COUNTY
GOVERNMENT**



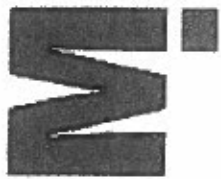
MCP911.com



Today's Agenda



- Opening
- Review of Project Scope
- Findings
- Recommendations
- Ops Committee Report
- Close



Opening & Introductions

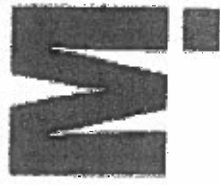


Your Project Team:
David Jones, ENP
Eric Parry, ENP
Teresa York, ENP

With assistance today from
Erica Carpenter, HCSO



HAYS COUNTY
GOVERNMENT

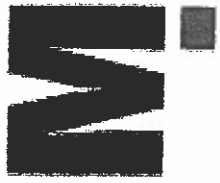


Project Scope

All tasks were performed in consultation and under the control of the Hays County 9-1-1 Planning Committee

The Four Tasks of the Assessment:

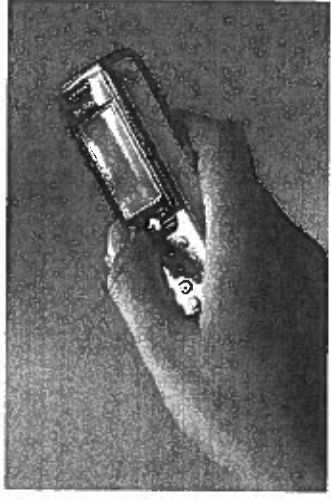
1. Optimal operational configuration of a joint dispatch center
2. Assessment of staffing requirements
3. Determine the operational and financial opportunities, pros/cons of becoming a single, larger PSAP
4. Systems - define the systems requirements necessary for a joint communications center operation



Findings

Final report addresses:

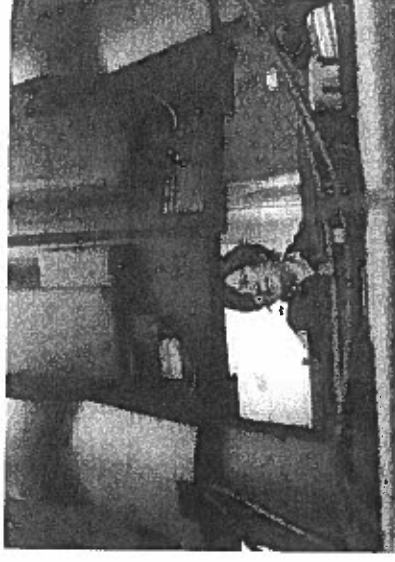
- Governance, organizational, and command structure
- Staffing models/Scheduling
- High-level definition of technology/systems
- Future operations methodologies (Law, Fire, EMD)
- Structured operating protocols
- Training and certification of personnel
- Quality improvement

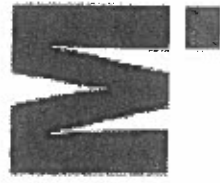


M Potential Benefits of Consolidation

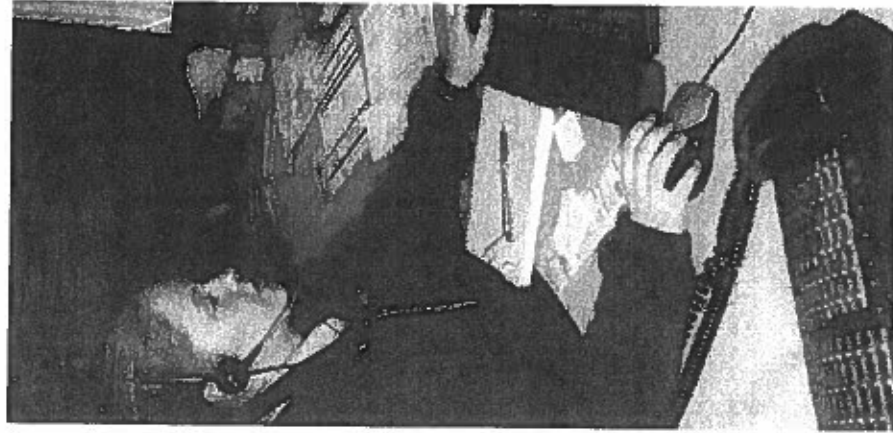
Final report suggests:

- Improve quality of service and continuity for all citizens
- Shared resources could possibly reduce costs for all agencies
- More career opportunities
- Standardized operating procedures and training across all departments
- Increased staff on-site for all shifts to cover major incidents
- Properly designed communications center





Task 1: Operational Findings

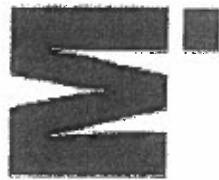


- Adopt a collocated model
- Consider a new facility
- Move towards “pod” approach to call answer
- Improve dispatch model



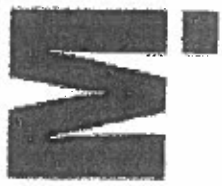
Task 2: Staffing

CONSOLIDATED AND UNIFIED MODEL FTES	
Management (Director & Deputy Directors)	2
Call-takers (9-1-1 & non-emergency)	17
Law Enforcement Dispatchers	14
Fire/Rescue Dispatchers	6
EMS Dispatchers	6
TLETS Operators	4
Shift Supervisors	4
Training Supervisor	1
Training Staff (full time)	1
Quality Assurance Supervisor	1
Quality Assurance Staff (full time)	4
GIS Coordinator	1
CAD Administrator	1
IT	1
9-1-1 Technologist	1
9-1-1 System Coordinator	1
Administrative Assistant	1
Total Estimated FTE Establishment	66 (based on 2009 data)



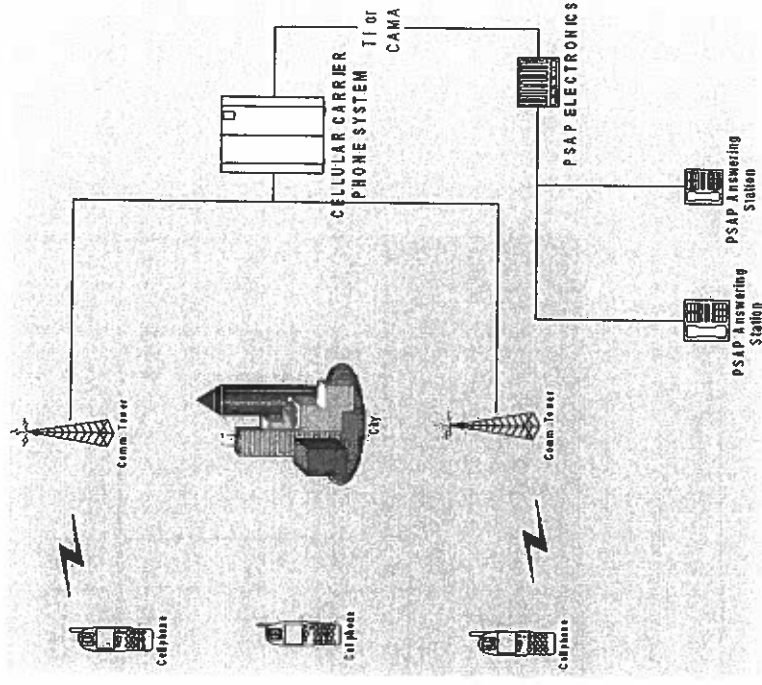
Task 3: Financial Opportunities

PSAP NAME	ESTIMATED CURRENT BUDGET	CAPCOG FUNDING	ESTIMATED TOTALS
Hays County Sheriff's Office	\$1,227,626	\$144,139	\$1,371,765
San Marcos Police Department	\$1,340,032	\$65,009	\$1,405,041
Kyle Police Department	\$420,194	\$44,531	\$464,725
Texas State University Police Department	\$200,000	\$45,360	\$245,360
TOTALS:	\$3,187,852	\$299,039	\$3,486,891



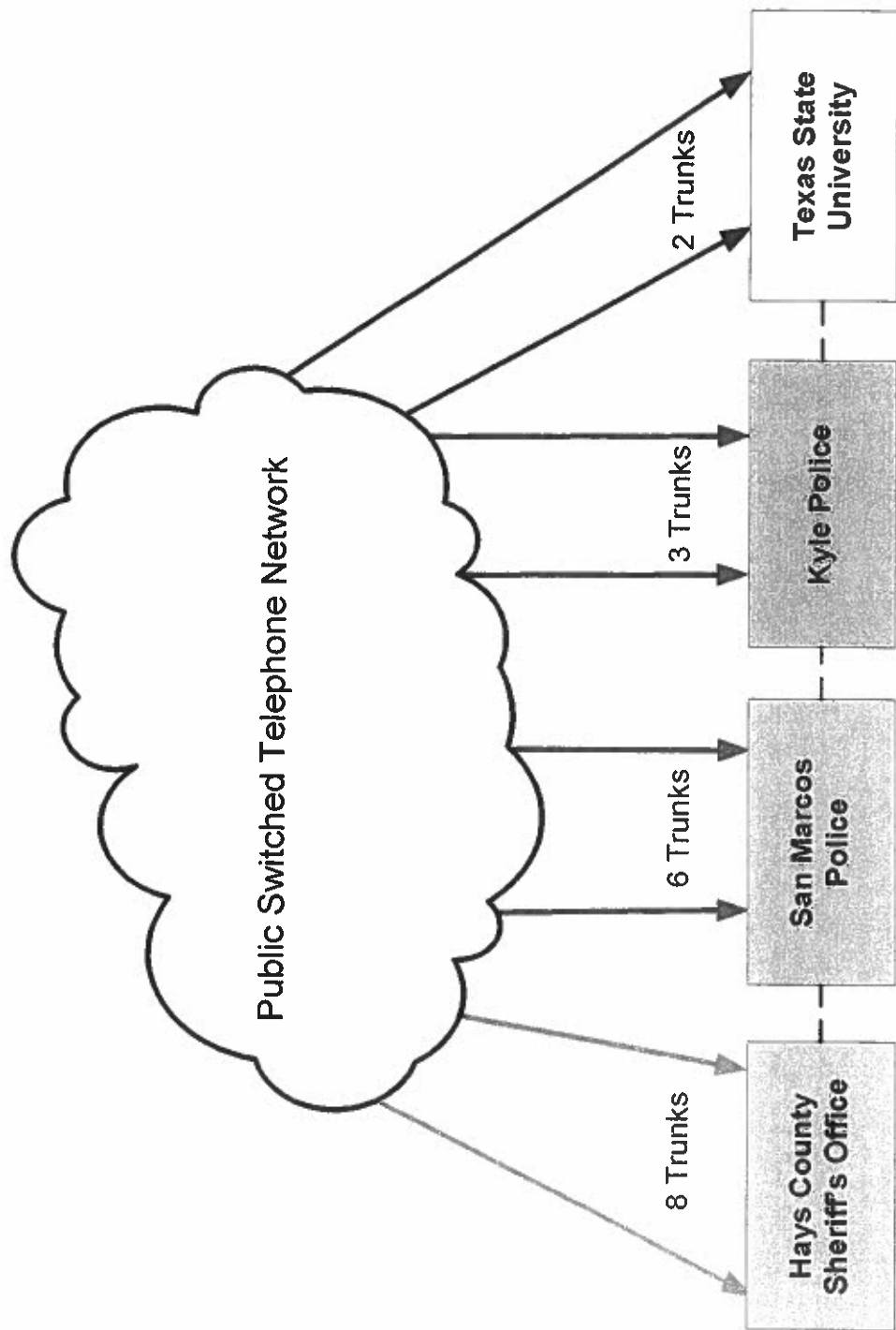
Task 4: Systems/Facilities

- Customer premise equipment (CPE)
- 911 Network
- Mapping equipment
- **Common CAD platform (new)**
- Radio
- **Facility – recommended next step**



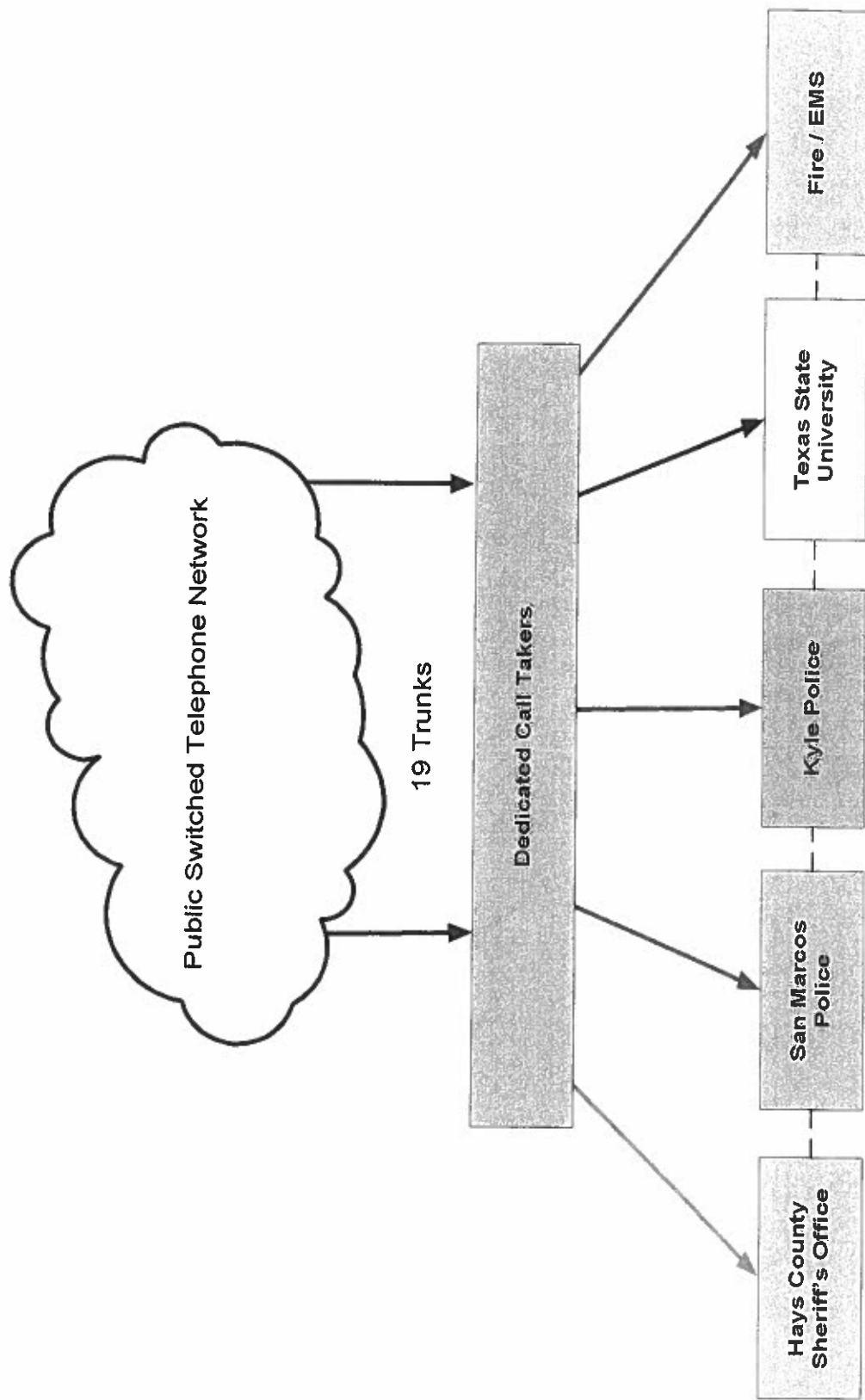


Collocated Model



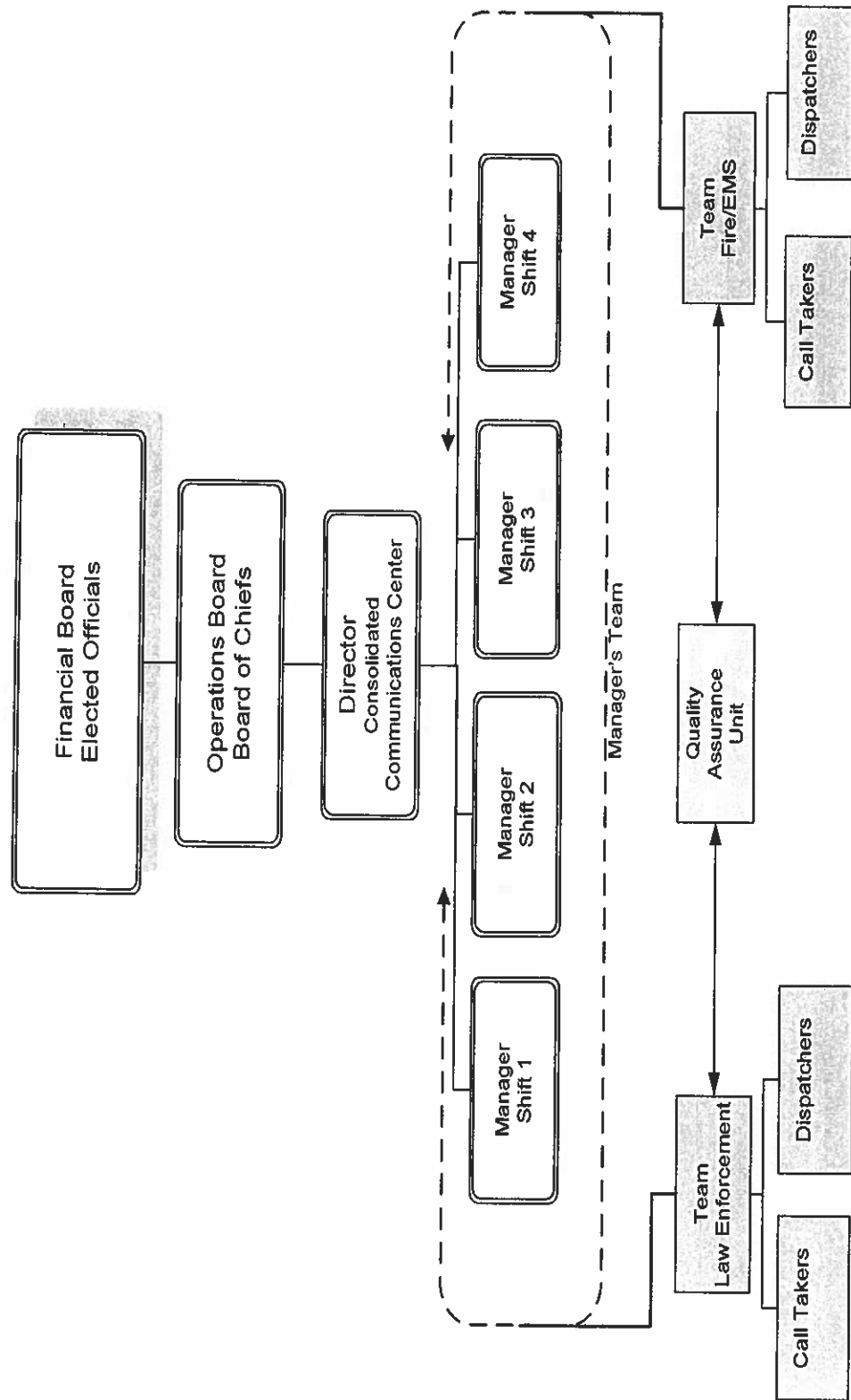


Collocated Hybrid Model





Consolidated/Unified Model



HAYS COUNTY NEW FACILITY CONSTRUCTION ESTIMATE

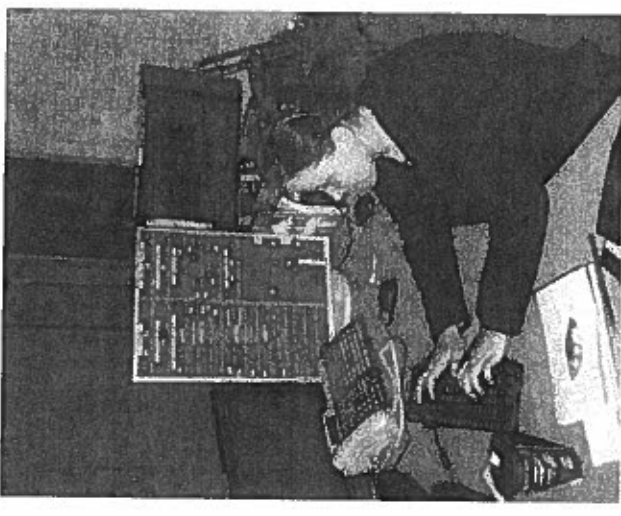
ESTIMATED SQUARE FOOTAGE CALCULATIONS—17 WORKSTATIONS

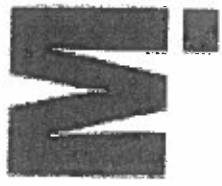
DESCRIPTION	UNIT	ALLOCATION ft²	TOTAL ft²
Operations Floor	17	150	2550
Break Room	1	500	500
Electrical Room	1	300	300
Telecom Equip Room	1	800	800
Locker rooms	2	300	600
Database Office	1	120	120
Supervisor Office	1	120	120
Manager Office	1	120	120
Restrooms	2	200	400
Reception	1	100	100
Training Room (B/U EOC?)	1	800	800
Generator Room (N/A--outside)			0
Storage	1	600	600
Conference Room	1	200	200
Subtotal			7210
Common Spaces	1.35	7210	9733.5
Construction Costs	\$400.00	9733.5	\$3,893,400.00
Inclusions: Perimeter Fencing, Electrical, Power Generator, Power Conditioning, UPS, Cabling, HVAC			



Interim Steps

- Adopt a collocated model
- Consider a new facility
- Keep disparate PSAP call taking/dispatch model
- Plan for a common CAD platform
- Migrate to pod approach to call answer & input to CAD





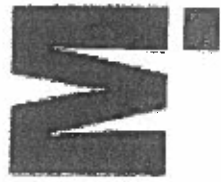
Recommendations

- Identify the PSAPs that are 100 percent truly committed to establishing a collocated PSAP model.
- Establish a collocated course of action and budgetary commitment towards this goal.
- Evaluate how nonemergency/administrative calls are to be processed.
- Set up an Operations Committee with a representative from each PSAP, Law Enforcement, fire, and EMS agencies. Through this committee, develop a plan to keep all stakeholders updated on the project. Included in this plan will be addressing the issue of Administrative call volume.



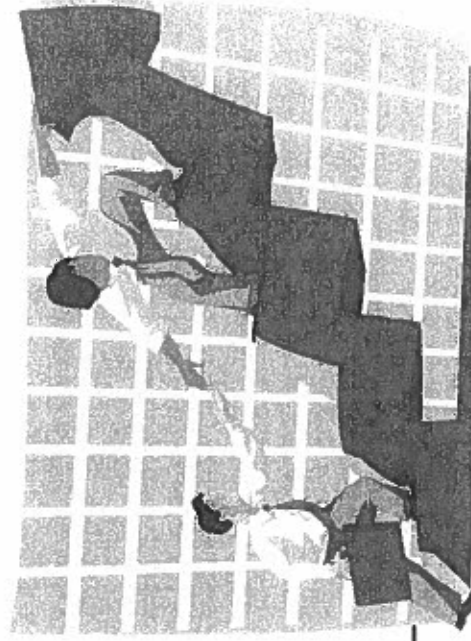
Next Steps

- Facility Program Study
 - Building programming
 - Threat/risk/vulnerability analysis
 - Building adjacencies
 - Project conceptual estimate
 - Basic building systems description
 - Product of this effort will be a program document to be used by future architect in the design and construction of the PSAP facility



Next Steps

- Project Management for migration to collocated model
 - Eventual cross-training of telecommunicators in Emergency Medical, Fire, Law Enforcement protocols
 - Adoption of industry best practices
 - Accreditation





Thank You

Questions/Comments



Thanks to all for your participation.
MCP appreciates the opportunity to work
with Hays County on this initiative.

Together we will make a difference in the
delivery of emergency services.

We are focused on your success.

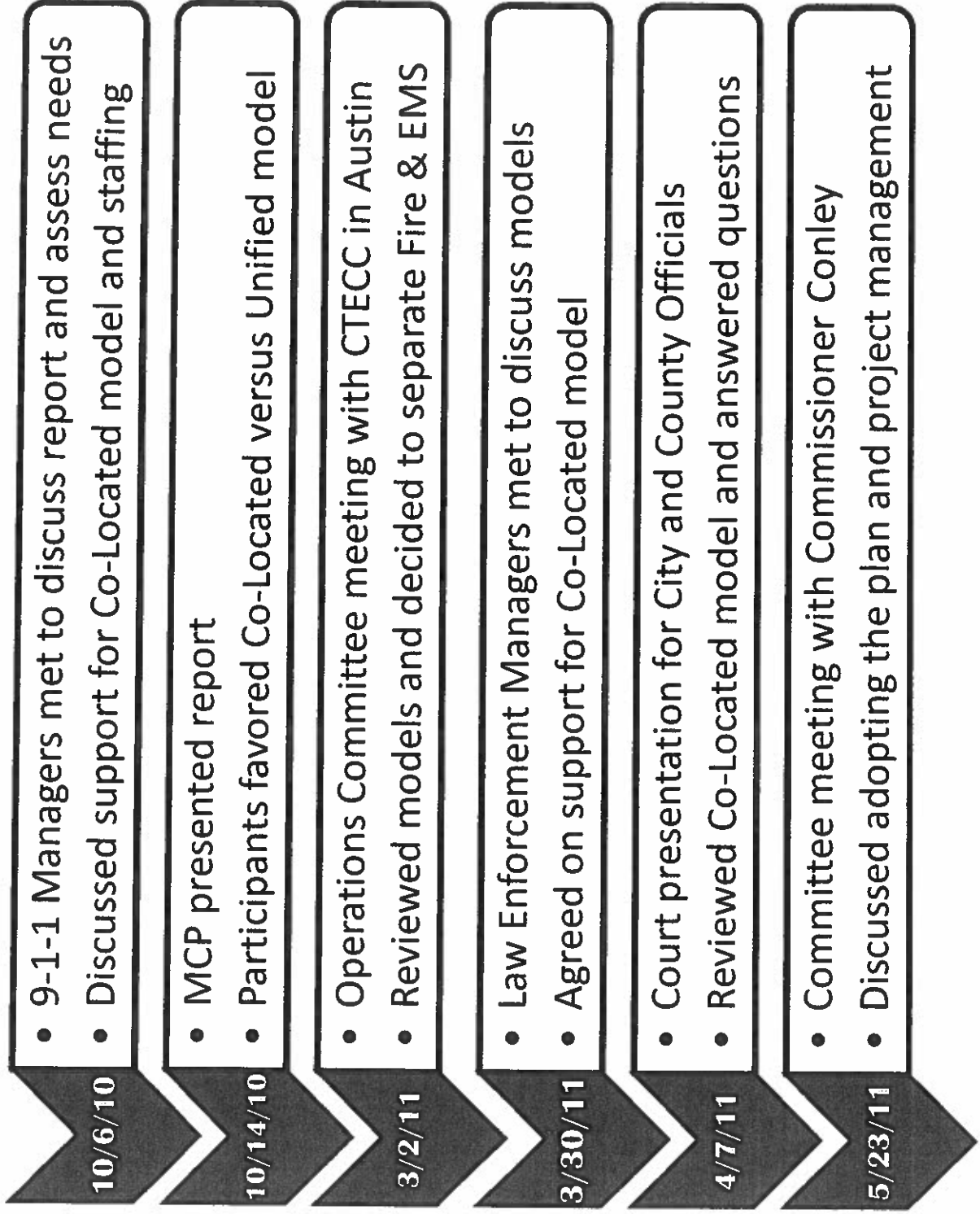
HAYS COUNTY

9-1-1 & Emergency Dispatch Consolidation

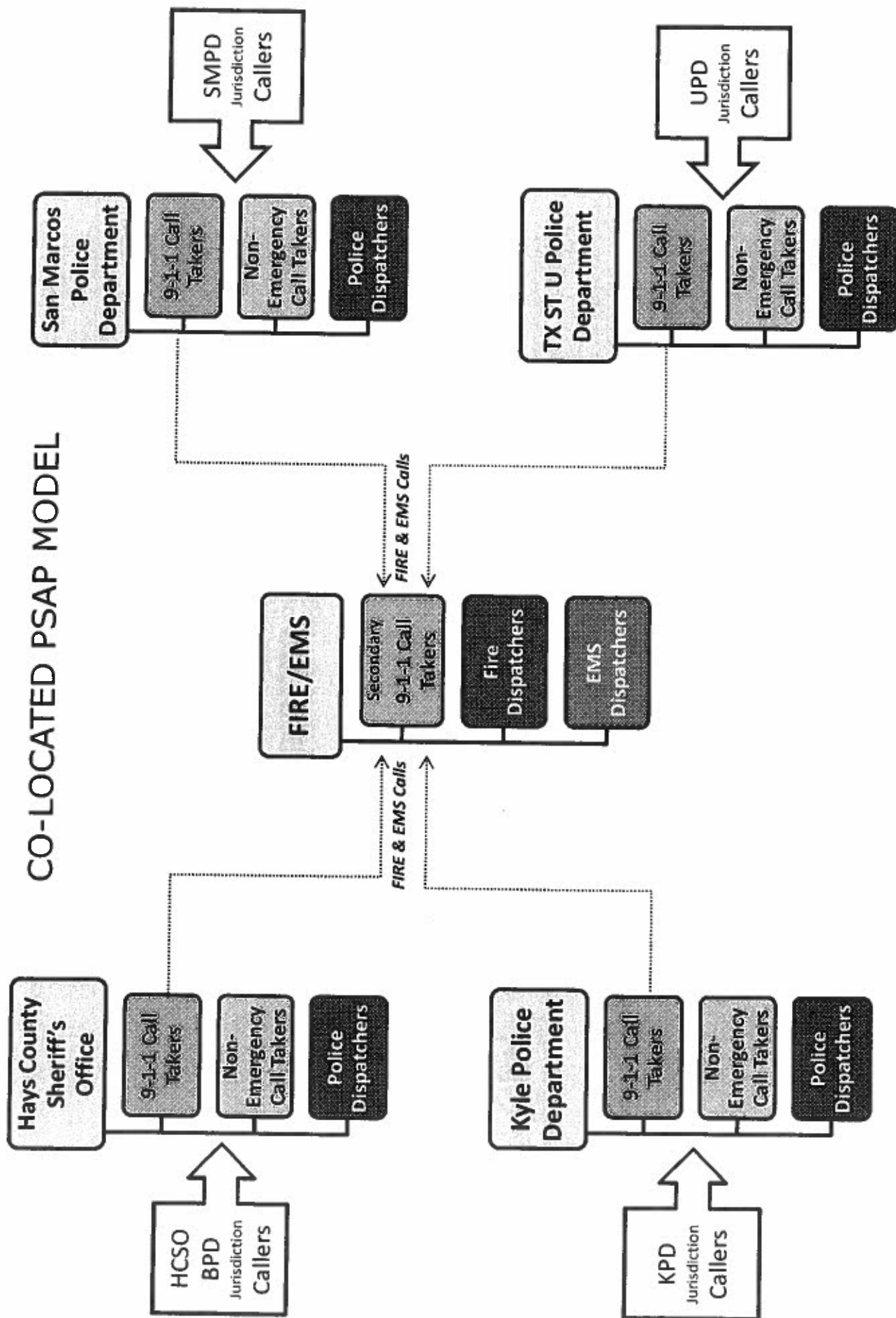
Operations Committee Report

May 31, 2011
Hays County Commissioners' Court

Timeline of Progress



CO-LOCATED PSAP MODEL



Contact

For any further questions,

Erica Carpenter
PSAP Manager
Hays County Sheriff's Office
(512) 393-7776 office
erica.carpenter@co.hays.tx.us

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 551.076 of the Texas Government Code: Consultation with counsel and deliberation regarding deployment of security personnel or devices.

CHECK ONE:

☐ CONSENT

☐ ACTION

☐ EXECUTIVE SESSION X

☐ WORKSHOP

☐ PROCLAMATION

☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: 5-31-11

AMOUNT REQUIRED: to be determined

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Sheriff Cutler

SPONSORED BY: Judge Cobb

SUMMARY:

Presentation will be provided in Executive Session.

Agenda Item Request Form

Hays County Commissioners' Court

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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 Right of Way acquisition on CR 210 and McGregor Lane. Possible action to follow in open court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: TBD

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: JONES/WHISENANT

SPONSORED BY: JONES/WHISENANT

SUMMARY: Summary to be provided in Executive Session.

Agenda Item Request Form

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

AGENDA ITEM:

Pursuant to Open Meetings Act, Texas Government Code 551.074, Commissioners Court may convene to executive session to deliberate the appointment, employment, evaluation, reassignment and duties of individual employees of Development Services.

Action may follow in open Court.

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

PREFERRED MEETING DATE REQUESTED: 05/31/11

AMOUNT REQUIRED: 0

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Clint Garza

SPONSORED BY: Commissioner Conley

SUMMARY:

Summary to follow in open court.

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: Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on a portion of Lot 1, Hays County Law Enforcement Center Addition (a.k.a. "Parcel 3 Old Plant Project).
Possible action for follow in open court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: May 31, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: COBB/INGALSBE

SPONSORED BY: COBB/INGALSBE

SUMMARY: Summary to be provided in Executive Session.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding Cause Numbers 11-0484 and 11-0485 in the 22nd Judicial District Court of Hays County (defendant Prakashandand Saraswati). Possible action to follow.

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

PREFERRED MEETING DATE REQUESTED: May 31, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: KENNEDY

SPONSORED BY: COBB

SUMMARY:

To be provided in Executive Session.

