

Commissioners Court -January 18, 2011  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the 18<sup>TH</sup> day of **January, 2011**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**CALL TO ORDER /ROLL CALL**

**INVOCATION:**

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

**PRESENTATIONS & PROCLAMATIONS**

1	4-5	Recognition of Precinct 3, Justice of the Peace Clerks – Janet Pesi and Cindi Carter.
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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	6	Approve payments of county invoices. <b>HERZOG</b>
3	7	Approve the reappointment of Kate Johnson for Chair of the Hays County Historical Commission. <b>COBB</b>
4	8-11	Approve amendments for budgets of General Fund, Road and Bridge, Juvenile Center, and Family Health Services for budgeted longevity. <b>COBB/HERZOG</b>
5	12	Approve the appointment of Judge Cobb to the Healthy Community Collaborative and to the Hays County Insurance Committee. <b>INGALSBE/CONLEY</b>
6	13-14	Accept contributions for the Historical Commission-Buck Winn documentary and amend the budget for use of those funds for direct expenses related to the project. <b>COBB</b>
7	15	Approve reappointments of Parks and Open Space Advisory Board members for the Commissioner, Precinct Four. <b>WHISENANT/HAUFF</b>

**ACTION ITEMS**

**ROADS**

8	16-19	Discussion and possible action to consider the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Shadow Creek Subdivision, Phase 1, Section 3. <b>JONES/BORCHERDING</b>
9	20-21	Call for a public hearing on February 1, 2011 to establish a "No Parking" zone on the cul-du-sac on Rich Lane. <b>JONES/BORCHERDING</b>
10	22-25	Discussion and possible action to consider release of fiscal surety for a portion of the street and drainage improvements in Studio Estates Subdivision, Section 1. <b>JONES/GARZA</b>

**SUBDIVISIONS**

11	26-29	Discussion and possible action to authorize the filing of the record plat for The Replat of Creek of Driftwood Subdivision, Lots 40-48. <b>WHISENANT/GARZA</b>
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### MISCELLANEOUS

12	30-38	Discussion and possible action regarding changing the use of temporary funding originally identified in the FY'11 budget for Jail Building Maintenance to Vehicle Maintenance. <b>CONLEY/CUTLER</b>
13	39-40	Discussion and possible action to reclassify the Director of Corrections position to (Jail) Captain and the current (Jail) Captain position to (Jail) Lieutenant in the Sheriff's Office. <b>CONLEY/CUTLER</b>
14	41-42	Discussion and possible action to increase the salary of the current (Law Enforcement) Captain. <b>CONLEY/CUTLER</b>
15	43-45	Discussion and possible action to approve the appointment of Michael Aulick to the Hays County Parks and Open Space Advisory Board. <b>COBB</b>
16	46	Discussion and possible action to approve the appointment of Pauline Tom to the Parks and Open Space Advisory Board for the Precinct Two Commissioner. <b>JONES</b>
17	47-49	Discussion and possible action to adopt a resolution petitioning the LCRA Board of Directors to take certain actions related to its intent to market the 32 LCRA-owned water and/or wastewater systems as a single block to the highest bidder. <b>WHISENANT</b>
18	50-67	Discussion and possible action to authorize the County Judge to execute a Lease Agreement with the City of Kyle for the County's lease of the existing precinct 2 offices at 111 Front Street in Kyle, Texas. <b>JONES</b>
19	68-72	Discussion and possible action to authorize the County Judge to execute a Texas 1033 Surplus Property Program Application Letter and Release of Liability for the Hays County Sheriff's Office. <b>COBB/KENNEDY</b>
20	73-77	Discussion and possible action to authorize the County Judge to execute Change Order #1 with Myers Concrete Construction, LP, for the Winters Mill Parkway Trail, in the amount of \$54,279.59. <b>CONLEY/HAUFF</b>
21	78-80	Discussion and possible action to authorize the County Judge to execute a Contract for Engineering Services Supplemental #4 to the Professional Services Agreement with Lockwood, Andrews & Newnam, Inc. (LAN). <b>JONES</b>
22	81-93	Discussion and possible action to accept the annual racial profile report from Constable Pct. 3. <b>CONLEY/AYRES</b>
23	94-95	Discussion and possible action to accept results of ballots received from record owners of property on Piedras Pass in the Rocky Ranch Acres Section 2 Subdivision regarding improvements and assessment of the cost pursuant to Texas Transportation Code Chapter 253 with possible action ordering the improvements and assessing the cost of the improvements. <b>COBB/WHISENANT/GONZALEZ</b>
24	96-97	Post and temporarily assign an Admin III position to RTP to provide administrative assistance. <b>CONLEY/WHISENANT/BORCHERDING/GARZA</b>
25	98-101	Discussion and possible action to authorize the County Judge execute several Possession and Use Agreements related to Right of Way (ROW) Acquisition in Hays County; and to discuss and determine Commissioners Court policy pertaining to the authority of individual court members to execute documents related to ROW and ROW acquisition. The Court may enter executive session for a portion of this agenda item, pursuant to Sections 551.071 and 551.072 of the Texas Government Code. <b>COBB/CONLEY/KENNEDY</b>

### EXECUTIVE SESSIONS

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

26	102	Executive Session pursuant to Sections 551.071 of the Texas Government Code: consultation with counsel regarding SOAH Docket No 582-10-5643, which relates to a proposal for the creation of a Regional Groundwater Conservation District that serves the Hill Country Priority Groundwater Management Area. Possible action may follow in open Court. <b>WHISENANT/KENNEDY</b>
27	103	Discussion and Possible Action to discuss the organization of RTP. 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 the RTP Director and individual employees of Development Services. Action may follow in open Court. <b>INGALSBE/CONLEY/BORCHERDING</b>

**STANDING AGENDA ITEM**

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

**ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 14<sup>TH</sup> day of January, 2011

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**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:** Recognition of Precinct 3, Justice of the Peace Clerks – Janet Pesi and Cindi Carter.

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

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Commissioner Will Conley

**SPONSORED BY:** Commissioner Will Conley

**SUMMARY:**

Janet and Cindi both recently took the test for Justice of the Peace Court Clerk Level II and passed making them the only Level II Certified Justice of the Peace Court Clerks in Hays County. This certification is not a requirement. I would like to recognize these two ladies for their initiative and service to both Hays County and its citizens.

The Mission of the Texas Justice Court Training Center is to provide quality education opportunities for justices of the peace, constable and court personnel, insuring the credibility of, and confidence in the justice courts enabling them to better serve the people of the State of Texas.

While the yearly training for court clerks is not mandatory, TJCTC has seminars throughout the year. TJCTC created a Level I and Level II Court Clerk certification test. The level I test prior to this year consisted of questions dealing with civil and criminal, this year it has been split into two test, one for criminal and the other for civil.

Cynthia Carter and Janet Pesl have both been Certified Justice of the Peace Court Clerks since April 28, 2004. TJCTC this year developed a Level II certification test both clerks took it upon themselves to study and take this exam.

The Level II exam is 80 questions long and consists of 59 multiple choice and 21 fill-in-the-blank questions (both civil and criminal.)

They both passed the Level II certification test on December 3, 2010.

# *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: 1/18/11**

**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

**Request forms are due in the County Judge's Office**

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

Phone (512) 393-2205

**AGENDA ITEM: Approve the reappointment of Kate Johnson for Chair of the Hays County Historical Commission.**

<b>CHECK ONE:</b>	<b>XCONSENT</b>	<b>ACTION</b>	<b>EXECUTIVE SESSION</b>
	<b>WORKSHOP</b>	<b>PROCLAMATION</b>	<b>PRESENTATION</b>

**PREFERRED MEETING DATE REQUESTED:**

**AMOUNT REQUIRED: \$**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: COBB**

**SPONSORED BY: COBB**

**SUMMARY: Kate Johnson has been a dedicated leader of the Hays County Historical Commission. Recently the Commission has amended its bylaws to allow for her re-appointment.**

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Amend Budgets of General Fund, Road & Bridge, Juvenile Center, and Family Health Svcs for budgeted Longevity**

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

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

**PREFERRED MEETING DATE REQUESTED: January 18, 2011**

**Amount Required: \$ -0-**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Auditors Office**

**SPONSORED BY: Cobb**

**SUMMARY:**

**General longevity was budgeted in the adopted Budget within various departments. There is a need to transfer budgeted longevity to where actually paid, such as grants etc.**

**See Budget Amendment**



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

<u>Line Item - Expenditures</u>	<u>Appropriation before Amendment</u>	<u>Amendment Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<b><u>District Court (608-00):</u></b>				
001-608-00.5061 Longevity	3,675		(290)	3,385
<b><u>District Court Reporters (608-02):</u></b>				
001-608-02.5061 Longevity	0	290		290
Transfer budgeted longevity to where paid				
<b><u>Sheriff (618):</u></b>				
001-618-00.5061 Longevity	71,235		(1,735)	69,500
001-618-99-003.5061 Longevity-Alert Grant	0	850		850
001-618-99-005.5061 Longevity-Auto Task Force	0	885		885
<b><u>Jail (618-03)</u></b>				
001-618-03.5061 Longevity	47,890		(260)	47,630
<b><u>Constable 4 (638):</u></b>				
001-638-00.5061 Longevity	245	260		505
<b><u>Environmental Health (710-08):</u></b>				
001-710-08.5061 Longevity	9,390		(1,055)	8,335
001-710-99-037.5061 Longevity-Capcog 911	0	1,470		1,470
001-618-03.5061 Longevity	47,630		(415)	47,215
<b><u>Veterans Office (720):</u></b>				
001-720-00.5061 Longevity	610	115		725
001-660-00.5061 Longevity	860		(115)	745

**FUND NO. 020  
FUND TITLE: ROAD & BRIDGE GENERAL**

<b><u>Operations (710):</u></b>				
020-710-00.5061 Longevity	37,605	491		38,096
020-710-00.5091 Salary Adj	89,671		(491)	89,180
Transfer budgeted longevity to where paid				

**FUND NO. 070  
FUND TITLE: JUVENILE CENTER**

<b><u>Juvenile Center (685):</u></b>				
070-685-00.5061 Longevity	11,220	225		11,455
070-685-00.5091 Salary Adj	42,121		(225)	41,896

**FUND NO. 120**  
**FUND TITLE: FAMILY HEALTH SERVICES**

<u>Line Item - Expenditures</u>	<u>Appropriation</u> <u>before</u>	<u>Amendment</u>		<u>Appropriation</u> <u>as</u>
	<u>Amendment</u>	<u>Increases</u>	<u>Decreases</u>	<u>Amended</u>
<b><u>Personal Health (675-00):</u></b>				
120-675-00.5061 Longevity	8,540		(5,755)	2,785
120-675-06.5061 Longevity-Indigent Care	0	3,035		3,035
120-675-07.5061 Longevity-Clinic	0	435		435
120-675-99-018.5061 Longevity-Immuniz	0	485		485
120-675-99-019.5061 Longevity-RLSS	0	875		875
120-675-99-022.5061 Longevity-TB	0	610		610
120-675-99-058.5061 Longevity-Bioterrorism	0	<u>315</u>		315
		<u>5,755</u>	<u>(5,755)</u>	
Transfer budgeted longevity to grants as paid				

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

THE STATE OF TEXAS  
COUNTY OF HAYS

WHEREAS, on the 18th day of January, 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 18th day of January, 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 GONZALEZ  
COUNTY CLERK, HAYS COUNTY, TEXAS

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM: Approve the appointment of Judge Cobb to the Healthy Community Collaborative and to the Hays County Insurance Committee**

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

**PREFERRED MEETING DATE REQUESTED: January 18, 2011**

**AMOUNT REQUIRED: None**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Ingalsbe/Conley**

**SPONSORED BY: Ingalsbe/Conley**

**SUMMARY: Commissioner Ingalsbe currently sits on both these committees but we feel with Judge Cobb's expertise, it would be beneficial to also have him serve on these two committees to provide input and direction.**

**Both these committees are Health Care related.**

## *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:** Accept contributions for the Historical Commission-Buck Winn documentary and amend the budget for use of those funds for direct expenses related to the project.

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

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:** \$14,800.00

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

**REQUESTED BY:** Kate Johnson

**SPONSORED BY:** Judge Bert Cobb, M.D.

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

**Budget Amendment;**

001-676-00-055.4610 – contributions:	(14,800.00)
001-676-00-055.5201 – general supplies:	3,500.00
001-676-00-055.5212 – postage:	150.00
001-676-00-055.5448 – contract services:	9,500.00
001-676-00-055.5501 – travel:	1,650.00

# *Agenda Item Routing Form*

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

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

## **COUNTY AUDITOR**

**AMOUNT:** \$14,800.00

**LINE ITEM NUMBER:** 001-676-00-055.4610

**COUNTY PURCHASING GUIDELINES FOLLOWED:** N/A

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** See budget amendment.

**Bill Herzog**

## **SPECIAL COUNSEL**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

## *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 reappointments of Parks and Open Space Advisory Board members for the Commissioner, Precinct Four.**

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

**PREFERRED MEETING DATE REQUESTED: January 18, 2011**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Whisenant/Hauff**

**SPONSORED BY: Whisenant**

**SUMMARY:**

Reappointments to the Hays County Parks and Open Space Advisory Board by Precinct Four Commissioner Ray Whisenant include Nancy Potter, Melinda Mallia, Martha Brown, and Donna Brasher.

***Subdivision/Road/Staff Review Agenda Item Request Form***

**Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action to consider the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Shadow Creek subdivision, Phase 3.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
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**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:** The RPTP Department/Transportation Division staff has inspected and recommends its acceptance for maintenance.

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**





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

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1/12/11

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

RE: Shadow Creek Phase 3

Dear Commissioners and Judge:

Hays Shadow Creek Development, Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Shadow Creek Phase 3. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Hank Smith, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

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

Respectfully,

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



**C FAULKNER ENGINEERING**

400 Bowie Street, Suite 250  
Austin, Texas 78703

Mailing Address: PO Box 1528  
Austin, Texas 78767-1528

P: 512.495.9470

F: 512.495.9473

August 17, 2007

Jerry Borcharding  
Hays County Road Department  
2171 Yarrington Road  
San Marcos, TX 78666

**Shadow Creek Subdivision, Phase 3 Sections 1-4  
Substantially Complete Letter**

Dear Mr. Borcharding,

C. Faulkner Engineering would like to report that the subdivision infrastructure construction is substantially complete for Phase 3, Sections 1-4 of the Shadow Creek Subdivision. Per our ongoing site visits and inspections, communications with the contractor, and a walk through on August 2, 2007, we are confident that the construction of the subdivision was done per the plans and specifications with only insignificant variations done with owner and engineer approval. As seen in the walk through with the contractor (Rodman Construction) and the Hays County Road and Bridge inspector (Todd Spencer), the substantially complete construction includes but is not limited to the installation and testing (where required) of the following items:

- Water system and services
- Wastewater system and services
- Roadway construction
- Storm water system/drainage improvements
- Street signs
- Traffic control signs
- Sidewalks and curb ramps
- Underground electric facilities installed to the boundary of each lot
- Natural gas service system
- Lot clearing and pad grading

Additionally, all conduits needed for the installation of cable and telephone service by the applicable service providers has been installed to the boundary of each Lot. Water service is available from Goforth Water Supply Corporation per the existing water supply agreement, and wastewater service is available through Hays

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***Subdivision/Road/Staff Review Agenda Item Request Form***

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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:** Call for a public hearing on February 1, 2011 to establish a "No Parking" zone on the cul-du-sac on Rich Lane.

<b>CIRCLE ONE ACTION ITEM</b>	<b>Subdivision</b>	<b>Road</b>	<b>Staff Recommendation</b>
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**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:** n/a

**LINE ITEM NUMBER OF FUNDS REQUIRED:** n/a

**REQUESTED BY:** Jerry Borcharding

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:**

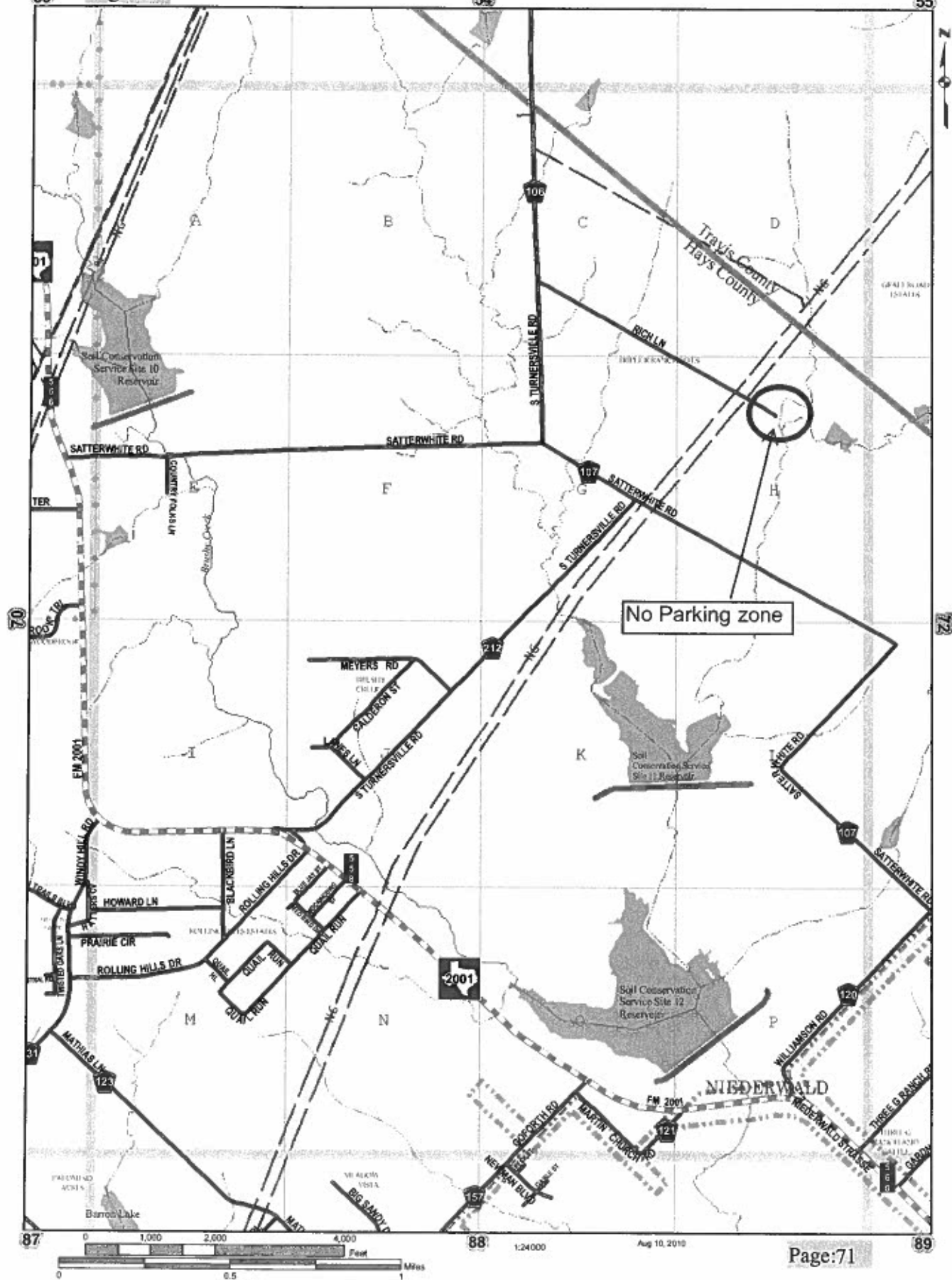
Request for a public hearing to be held on February 1, 2011 to establish a No Parking zone at the end of Rich Lane on the cul-du-sac (see attached map).

**STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**



## *Agenda Item Request Form*

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

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

#### **AGENDA ITEM:**

**Discussion and possible action to consider release of fiscal surety for a portion of the street and drainage improvements in Studio Estates Subdivision, Section 1.**

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** Clint Garza

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

#### **SUMMARY:**

Studio Estates is a proposed subdivision located on 258 acres off Goforth Road in precinct 2. It consists of 213 lots with an average size of 1.2 acres. Section 1 consists of 11 lots, 10 residential, and 1 Common, on 14 acres with an average lot size of 1.31 acres. Water supply will be provided by Goforth SUD (surface source), and wastewater will be provided by individual onsite sewage facilities. The subdivision lies within the City of Niederwald's ETJ. The developer, county, and city have entered into a development agreement for the subdivision. Prior to recordation, the Final Plat must be approved by both the city and county.

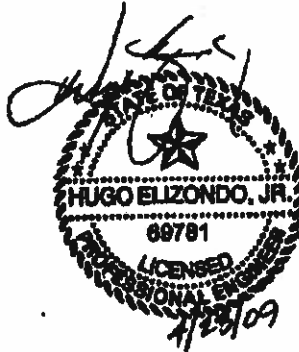
Construction of the street and drainage improvements is not complete and Hays County regulations require surety for 100% of the construction costs. Hays County is currently holding 2 sureties for the original construction estimate as well as an additional \$27,300 for a 1" asphalt overlay throughout the section. The remainder of the surety will be released as soon as the City of Niederwald and Hays County RPTP staff approve.

**OPINION OF PROBABLE CONSTRUCTION COST  
FOR  
REMAINING WORK FOR BOND AMOUNT  
FOR  
STUDIO ESTATES SUBDIVISION, SECTION 1 (REVISED)  
HAYS COUNTY, TX**

April 23, 2009

<b>A. STREET AND DRAINAGE IMPROVEMENTS</b>					
1	1" HMA Overlay over Existing Pavement	SY	4,560	\$ 5.00	\$ 22,800.00
2	Street Signs	EA	4	\$ 250.00	\$ 1,000.00
3	Barricade at street end	EA	3	\$ 500.00	\$ 1,500.00
4	Pavement Striping	LS	1	\$ 2,000.00	\$ 2,000.00
<b>SUBTOTAL STREET AND DRAINAGE:</b>					<b>\$ 27,300.00</b>
<b>TOTAL BOND AMOUNT:</b>					<b>\$ 27,300.00</b>

Prepared By:  
Hugo Elizondo, Jr., P.E.  
Cuatro Consultants, Ltd  
3601 Kyle Crossing, Ste. B  
Kyle, TX 78640  
512-312-5040



56-24742.78

Corporations Section  
P.O. Box 13697  
Austin, Texas 78711-3697



Geoffrey S. Connor  
Secretary of State

**Office of the Secretary of State**

**CERTIFICATE OF ORGANIZATION  
OF**

**STUDIO ESTATES, L.L.C.**  
Filing Number: 800372378

The undersigned, as Secretary of State of Texas, hereby certifies that Articles of Organization for the above named company have been received in this office and have been found to conform to law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Organization.

Issuance of this Certificate of Organization does not authorize the use of a name in this state in violation of the rights of another under the Federal Trademark Act of 1944, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 08/04/2004

Effective: 08/04/2004



*Geoffrey S. Connor*  
Geoffrey S. Connor  
Secretary of State

PHONE (512) 463-5555  
FAX (512) 463-5709

Come visit us on the internet at <http://www.sos.state.tx.us/>  
FAX (512) 463-5709

TTV7-1-1





Mike Hinz  
512-665-5383  
mike.studio@hotmail.com

Motion Pictures

512-535-2194  
6880 Goforth Road  
Kyle, Texas 78640

STUDIO ESTATES  
DAVID CUDDY

512-668-4346  
6880 GOFORTH ROAD  
KYLE, TX 78640

00-2110-1140

5447

5-20 2009

PAY TO

THE ORDER OF *American National Bank*

\$ 27,300 <sup>00</sup>/<sub>100</sub>

*Twenty-seven thousand Three hundred dollars* <sup>00</sup>/<sub>100</sub> DOLLARS @ 15%

BROADWAY NATIONAL BANK  
801 FM 180 WEST  
KYLE, TX 78040

R/W *Edgar dga*

## *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 filing of the record plat for The Replat of Creek of Driftwood Subdivision, Lots 40-48.

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: January 18, 2011**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Whisenant**

**SUMMARY:**

The Creek of Driftwood Subdivision is a 74 Lot residential subdivision located off of Darden Hill Road in PCT 4. In May of 2009 the Commissioners Court approved a replat of lots 40-48; however the plat was not filed with the County Clerk's Office within the 12 month timeframe required by Hays County Interim Development Regulations section 6.7. The property owner is asking the court grant a variance from section 6.7. Current Development Regulations also require plats be filed and recorded within 12 calendar months following court approval.

The developer has been working on relocating the water service line to match the revised configuration and was only recently able to complete the work. During the time this work was taking place, LCRA would not sign the record plat and therefore delayed the filing.

**JANUARY 23, 2007**  
**487**



**VOLUME T PAGE**

**23955      AUTHORIZE FILING OF THE RECORD PLAT FOR WHITE WINGS TRACT B2A AND B2K [T1-352]**

Environmental Health Director Allen Walther advised that this subdivision received final plat approval in August 2005 and they had difficulty in obtaining signatures on the plat and were not able to file it within the one year time limit. He gave staff recommendation to authorize filing of the plat. **A motion was made by Commissioner Ford, seconded by Commissioner Conley to authorize the County Judge and Environmental Health Director to sign off on plat and authorize filing of the record plat for "White Wings Tract B2A and B2K". All present voting "Aye". MOTION PASSED.**

**HAYS COUNTY COMMISSIONERS' COURT MINUTES**

**VOLUME T PAGE      590**  
**2007**



**JUNE      5,**

**24355      [PCT 4. #05-4-009, 1 LOT] AUTHORIZE THE FILING OF THE RECORD PLAT FOR "SL-967 SUBDIVISION" [T1-850]**

This subdivision plat was approved in July 2005 and the developer failed to file it at that time (one year deadline has passed) and is requesting authorization to file the plat for record. **A motion was made by Commissioner Ford, seconded by Judge Sumter to authorize the filing of the record plat for "SL-967 Subdivision". All voting "Aye". MOTION PASSED**

**HAYS COUNTY COMMISSIONERS' COURT MINUTES**

**VOLUME T PAGE      706**  
**2007**



**DECEMBER 18,**

**24855      [#06-4-55, 4 LOTS] AUTHORIZE THE FILING OF THE RECORD PLAT FOR "MARTIN VIEW" SUBDIVISION [T1-1028]**

Subdivision Coordinator Sandy Irvin advised that final plat approval was October 31, 2006 and the plat was not recorded within 12 months of that approval, therefore, authorization is required by the Commissioners' Court. **A motion was made by Commissioner Ford, seconded by Commissioner Conley to authorize filing of the record plat for "Martin View" subdivision. All voting "Aye". MOTION PASSED.**



**25965 [07-2-10 – 1 Lot] BILGER TRACT SUBDIVISION AUTHORIZE THE FILING OF THE  
RECORD PLAT FOR THE BILGER TRACT SUBDIVISION [T1-1448]**

Subdivision Coordinator Clint Garza gave staff recommendation for final plat approval. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize the filing of the record plat for the Bilger Tract Subdivision. 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 Fax (512) 393-2282

**AGENDA ITEM:** Discussion regarding changing the use of temporary funding originally identified in the FY'11 budget for Jail Building Maintenance to Vehicle Maintenance.

**TYPE OF ITEM:** CONSENT

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:** n/a

**LINE ITEM NUMBER OF FUNDS REQUIRED:** n/a

**REQUESTED BY:** Cutler

**SPONSORED BY:** Conley

**SUMMARY:**

The FY'11 budget established temporary funding for Jail Building Maintenance. The Sheriff's Office has been unable to fill this position and is requesting to use this funding to hire temporary, possibly high school vocational students, to work in the auto mechanic department at the Sheriff's Office. This request clarifies the type of work performed with the funding.

**Attachments:**

September 28, 2010 CC Minutes, #27476, approving the addition of 1-Jail Maintenance Worker (temporary full-time)

Adopted FY 2011 Personnel Schedule, listing 1- Jail Maintenance Worker, full-time, temporary

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion regarding changing the use of temporary funding originally identified in the FY'11 budget for Jail Building Maintenance to Vehicle Maintenance.

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

## **COUNTY AUDITOR**

**AMOUNT:** \$ 31,330

**LINE ITEM NUMBER:** Salary & Fringe Benefits

**COUNTY PURCHASING GUIDELINES FOLLOWED:** N/A

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** The previous administration had indicated during the budget process, that if they did not get the additional personnel for jail maintenance then additional funds would need to be allocated to the contract building maintenance line item to contract out maintenance repairs of the facility (See attached memo). If the Court takes this action will we need to find additional funding later for contract maintenance? Additionally, in the first three months of this fiscal year we have paid \$126,600 for contract detention. If that trend continues we will need approximately \$500,000 by the end of the fiscal year and we have only budgeted \$325,000.

**Bill Herzog**

## **SPECIAL COUNSEL**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_



*County of Hays*  
**OFFICE OF THE SHERIFF**

---

*Tommy Ratliff, Sheriff*

7/21/10

Hays County Commissioner's Court  
Judge Liz Sumter  
Commissioner Debbie Ingalsbe  
Commissioner Will Conley  
Commissioner Karen Ford  
Commissioner Jeff Barton

Court,

The Sheriff's Office began preparing our budget in April. All areas of the S.O. budget were carefully considered being mindful of the financial impact it would have on the county. Our county is growing as well as the S.O. and Jail; and in order to adequately provide these services we feel that the requests as presented to the court are conservative in regards to the services we are required to provide.

Attached is a more detailed explanation to the areas you questioned.

Sincerely,

A handwritten signature in black ink, appearing to read "Tommy E. Ratliff", is written over a horizontal line.

Tommy E. Ratliff  
Sheriff





## *County of Hays* **OFFICE OF THE SHERIFF**

*Tommy Ratliff, Sheriff*

### **Jail Operations:**

The two maintenance positions requested for the jail would be cost saving for the county, now and for years to come. In 1994, the building maintenance and repair budget was around \$74,000.00. Line item 5207 for 2010 budget was \$65,000.00.

If the two positions are cut, building maintenance and repair line item #5451 needs to be increased to around \$80,000 plus for the upcoming 2011 budget year. This cost would be to cover out sourced contractors to cover the HVAC system, plumbing, electrical components as well as the fire alarm system and overhead doors and sliding security doors and any other repairs required due to the age of the facility.

FYI: Williamson County jail with 700 beds, 2010 budget is as followed.

Basic contracts -Fire alarm, Grease trap, Elevator & Pest control--total-\$ 42,000.00

Basic Maintenance expense-parts break downs, filters, and Locks---total----\$ 270,000.00

Kitchen Equipment maintenance---parts, service salt -----total----\$ 25,000.00

### **5719 – Miscellaneous Equipment**

Desktop Live-scan Finger print machine – Would be a service for the citizens of Hays County, keeping them from having to go to others Counties for finger prints, these prints are used for employment such as, school teachers are required by law to printed and have prints on file, as well as for concealed hand gun licenses and government passports. The County will recoup the cost of the machine for charging \$10.00 per card.

Lawn Mower - If cut, will have to outsource lawn care or have Hays County maintenance do the lawn care for the Sheriff's Office. Sheriff's Office has free labor, just need equipment to do it.

Urine Chemistry Analyzer – For security reasons, the Analyzer would keep from having to transport inmates out to the hospital for testing for (ex: diabetes, kidney disease and urinary tract infections).

Water Heater – For safety reasons, the water heaters need replacing now. They have to be reset daily and sometimes several times a day.

Room Air Conditioners – They are needed to replace one in the jail maintenance office, Hays City Store sub-station and the transport/grounds office. The one currently in the jail maintenance office is 14 years old and has been out for a year and the one at Hays City Store has required maintenance on several occasions. The transport/grounds AC has been in that office prior to 1989, this office was used for DWI arrest by the arresting officer and is on its last leg.



**27475 SET THE SALARIES AND ALLOWANCES FOR HAYS COUNTY ELECTED OFFICIALS FOR FY2011**

A motion was made by Commissioner Conley seconded by Commissioner Ingalsbe not to give any salary increases to elected officials in FY2011 budget. All voting "Aye". MOTION PASSED A motion was made by Judge Sumter seconded by Commissioner Barton to follow County Policy on Longevity and increase longevity of \$60 more per year and travel allowances will be set the same as last year. All voting "Aye". MOTION PASSED



**27476**

**ADOPT THE FY2011 HAYS COUNTY BUDGET AFTER MAKING ANY FINAL CHANGES**

A motion was made by Commissioner Barton, seconded by Judge Sumter to accept the changes that were added to the budget as follows and adding \$27,840 to the FY11 budget and tax rate:

Tax Office	001-619-00.5411	FY11 Monthly service charge for website design(contingencies)	\$ 6,300
	001-680-00.5429	FY11 Annual Webhosting Fee-ArcaSearch-(budget in IT)	3,385
Sheriff	001-618-00.5021	Crime Analyst + fringe benefits (as of 1/1/11)	38,462
	001-680-00.5712	laptop & desktop computer	3,330
	001-618-00.5021	Admin I (training) + fringe (start Jan 1,11)	26,606
		Desktop computer	1,500
		Patrol Admin-salary to 25% + fringe	3,700
	001-618-00.5713	1 Ford Expedition (out of Reserves)	25,000
Sheriff Bail Bond	51-618-00.5021	Part-time Admin I (Bail Bond Funds-bal w/reserves)	708
Jail	001-618-03.5021	1 Jail Maintenance Worker + fringe (Temp Full Time-reserves)	31,330
		Re-grade Correction Officers to Transp Deputies(w/salary svcs)	35,831
	001-618-03.5206	Increase law enforcement supplies	2,000
	001-618-03.5719	Increase misc equip for law mower expense	500
IT	001-680-00.5712	Treasurer's Time Keeping System (out of Reserves)	44,500
Treasurer	001-680-00.5021	Asst Treasurer 6% increase + fringe	3,936
County Wide	001-645-00.5741	LBJ Museum renovations (out of Reserves)	225,000
		Alternative Dispute Resolution Ctr (funded FY10 reduced)	<10,000>
		Partners in Progress - (funded FY10 reduced)	<49,000>
	001-645-00.5718	V Max software for Elections (move additional into Reserves)	25,000
Elections	001-655-00.5446	Move Maintenance to Contract Fund & budget revenue	<50,000>
		Hazard Mitigation \$75K grant - (\$18,750 Matching funds - out of Reserves)	18,750
District Attorney	001-608-00.5021	Attorney's receive 1% merit	6,137
JP's		All JP's printing budget to \$300 for magistration forms	700
Personal Health	120-675-00.5712	Electronic Medical Records System (out of Reserves)	35,000
Personal Health			
Indigent	120-675-06.5231	Increase medical supplies (reduced)	25,000
	120-675-06.5431	Increase medical services (reduced)	25,000
Personal Health			
Title V	120-675-99-020.4301	Increase grant revenue	<2,000>
Sheriff-OAG Vine	001-618-99-004.4301	Increase grant revenue	<602>
Juv Prob TJPC-A	001-686-99-027.4301	Increase grant revenue	<6,000>
Juv Prob TJPC-E	001-686-99-034.5361	Reduce contract inmate detention	<1,000>
		Remove Elected Officials 2% salary + fringe	<29,645>
<u>Road Projects to rollover</u>			
RPTP R & B	020-710-00.5386	FY10 Rollover project-Mc Gregor Ln ROW Svs	5,000
	020-710-00.5448_008	FY10 Rollover project - Nutty Brown drainage review	7,500
	020-710-00.5448_008	FY10 Rollover project - Elder Hill	20,000
	020-710-00.5713	Vehicle	21,777

Personnel

DA	Convert Attorney II slot 2 to Attorney I
Juv Detention	Title change - Detention Corr Officer to Juv Supervision Officer
RPTP Dev Svs	Sanitarians to receive 1% COLA & 1% merit
RPTP Road & Bridge	Remove Inspector slot 2

Grants

Juv Probation	Budget TJPC-C Commitment reduction grant funds	51,100
	Reduce TJPC-H grant funds to actual	<20,611>
	Correct TJPC-Y budget moving funds from 5361 to 5489	2,350
	Move all TJPC local match to operating	415,176
Sheriff	Move jail radio funds to grant cost center	39,947
EMC	Budget GDEM CERT rollover funds	642
Veteran's Admin	Budget VA bus & mtc FY10 rollover funds	74,670
Personal Health	Budget Bioterrorism FY10 rollover funds to new cost ctr	27,185
	Increase Bioterrorism FY11 revenue & expenses to actual	558
	Budget H1N1 rollover - split ph 1 & 2 into 2 cost centers	345,469
DA	Budget prosecution enhancement grant funds	12,026
County-Wide	Move all phone allowances to county-wide (until policy is in place)	2,793
Historical Comm	Roll FY10 cemetery mtc savings to FY11 contract svcs	5,000

Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED



SEPTEMBER 28, 2010

\*\*\*\*\*

VOLUME U PAGE 459

A motion was made by Commissioner Ford, seconded by Commissioner Barton to reduce fuel line item by \$100,000. All voting "Aye".

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to reduce legal fee line item by \$25,000. All voting "Aye".

A motion was made by Judge Sumter, seconded by Commissioner Barton to move \$25,000 for Redistricting, add \$25,000 for a total of \$50,000 for Transportation Committee, \$20,000 For Healthy Communities from General Fund County Wide to Reserves and reduce General Contract Services to \$25,000 from General Fund to Reserves. All voting "Aye". MOTION PASSED

A motion was made by Commissioner Barton, seconded by Commissioner Ford to increase revenue for sales tax \$9,450,000 to \$9,500,000. All voting "Aye". MOTION PASSED

A motion was made by Commissioner Barton to take \$176,000 savings from salary line items, eliminate a COLA this year and make increase as discretionary merits starting December 1, 2011. Motion withdrawn

A motion was made by Commissioner Ford, seconded by Commissioner Conley to take an additional \$50,000 from materials line item out of the RPTP Budget. All voting "Aye". MOTION PASSED

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to reduce \$25,000 from salary adjustment line item #001-645.5091. All voting "Aye". MOTION PASSED

A motion was made by Judge Sumter, seconded by Commissioner Conley to reduce \$47,500 from general contingency line item and remove \$2,500 from training contingencies for a total of \$50,000 removed from Contingencies Line item. Commissioner Ingalsbe, Commissioner Conley, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Barton voting "No".

A motion was made by Judge Sumter, seconded by Commissioner Barton to reduce \$5,000 from membership fees general line item. All voting "Aye". MOTION PASSED

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to reduce the collective bargaining budgeted amount by two months and give a 2% salary merit increases for non-collective bargaining employees to start December 1, 2010. Motion withdrawn

A motion was made by Commissioner Conley, seconded by Commissioner Ford to cut \$45,000 off of Pct. 3 Hill County Ranches Road Project. All voting "Aye". MOTION PASSED

A motion was made by Commissioner Barton, seconded by Commissioner Ford to reduce salary line item by \$54,320 and to do away with any COLA increase and make all increases merit based to be determined by department head with no increases to take effect earlier than December 1, 2010. All voting "Aye". MOTION PASSED

Judge Sumter had to leave the meeting at this time for personal reasons.

A motion was made by Commissioner Barton, seconded by Commissioner Conley to reduce collective bargaining unit by \$50,000 and make that subject to negotiations with the collective bargaining team and place \$16,559 to balance budget and keep tax rate at 46.92¢ with remaining funds to go into contingencies to be earmarked for debt reduction or additional collective bargaining funds. Commissioner Ingalsbe, Commissioner Barton, Commissioner Conley, and Commissioner Ford voting "Aye". Judge Sumter not present to vote.

A motion was made by Commissioner Conley, seconded by Commissioner Ford to adopt the FY2011 Hays County Budget with final changes made this date. Commissioner Ingalsbe, Commissioner Barton, Commissioner Conley, and Commissioner Ford voting "Aye". Judge Sumter not present to vote.

#### **27477      RATIFY THE PROPERTY TAX INCREASE REFLECTED IN THE FY2011 HAYS COUNTY BUDGET**

County Auditor Bill Herzog advised that this budget will raise more total property taxes than last year's budget by \$678,793 (1.3%) and of that amount \$1,638,588 is tax revenue to be raised from new property added to the tax roll this year. A motion was made by Commissioner Barton, seconded by Commissioner Ford to ratify the property tax increase reflected in the FY2011 Hays County budget. Commissioner Ingalsbe, Commissioner Barton, Commissioner Conley, and Commissioner Ford voting "Aye". Judge Sumter not present to vote.

**FY 2011 PERSONNEL SCHEDULE**

Department	Current Position	Slot	Request	Curr Grade	Prop Grade	Funds	Commissioner's Court Approved	Adopted
Comm 1	Admin II	1		108	110		Re-grade to Admin III @ 25th percentile	4,461
Comm 2	Admin II	1		108	110		Re-grade to Admin III @ 5th percentile	5,368
Comm 3	Admin II	1	Re-grade to Admin III, salary increase+ merit/raises	108	110	2,040	Re-grade to Admin III @ 20th percentile	2,697
Comm 4	Admin II	1	Re-grade to Admin III, salary to 25%	108	110	2,646	Re-grade to Admin III @ 20th percentile	1,843
Auditor	Accounting Associate	1	New 1/2 time	108	108	13,275	Possibly fund 1/2 time-review other funding sources & bring back to Court for approval	0
DA	Admin II	1	Re-grade to Admin III	108	110	4,063	Re-grade to Admin III	4,063
	Victims Asst Advocate		New FTE-salary to 25%	108	116	64,025	No	0
	Admin I	18	New FTE	106	108	26,549	No	0
	Admin II	27	Re-grade to Victims Asst Advocate	108	110	5,217	Re-grade to Admin III	2,549
	Admin II	16	Re-grade to Admin III-salary above minimum, no fiscal impact	108	110	0	Re-grade, salary above minimum-no fiscal impact	5,217
	Admin II	19	Re-grade to Admin III-salary above minimum, no fiscal impact	108	110	0	Re-grade, salary above minimum-no fiscal impact	0
	Attorney II	5	Promote to Attorney III-11/16/10	116	117	3,189	Promote to Attorney III-11/16/10	3,189
	Attorney II	4	Promote to Attorney III-12/16/10	116	117	2,955	Promote to Attorney III-12/16/10	2,955
	All staff		3% total salary-merit pool			51,297	Convert Attorney II, slot 2 to an Attorney I-no fiscal impact	0
District Court	Asst Court Admin	3	Salary to 36%	108		4,789	Follow County Wide proposed salary increase	
	Asst Court Admin	2	Salary to 50%	108		1,849	Follow County Wide proposed salary increase	
	Court Admin	4	Salary to 62%	111		5,487	Follow County Wide proposed salary increase	
District Clerk	Chief Deputy Clerk	1	Re-og to Asst District Clerk	110	112	0	Possible re-organization next year with new District Clerk in office	0
	Deputy Clerk III	1	Re-og to Chief Deputy Civil Div	109	110	0	Possible re-organization next year with new District Clerk in office	0
	Deputy Clerk III	2	Re-og to Chief Deputy Criminal Div	109	110	0	Possible re-organization next year with new District Clerk in office	0
	Deputy Clerk II	5	Re-og to Lead Deputy Criminal Div	107	109	3,819	Possible re-organization next year with new District Clerk in office	0
	Deputy Clerk II	6	Re-og to Deputy Civil & Criminal Specialists	107	109	2,701	Possible re-organization next year with new District Clerk in office	0
	Deputy Clerk II	3	Re-og to Deputy Civil & Criminal Specialists	107	108	2,413	Possible re-organization next year with new District Clerk in office	0
	Deputy Clerk II	8	Re-og to Deputy Civil & Criminal Specialists	107	108	1,290	Possible re-organization next year with new District Clerk in office	0
	Deputy Clerk II	10	Re-og to Deputy Civil & Criminal Specialists	107	108	2,413	Possible re-organization next year with new District Clerk in office	0
Sheriff	Crime Analyst		New FTE	111		35,337	Yes - as of 1/1/2011	26,503
	Deputy		13 new-FTE's security @ Govt Ctr	200		530,312	All Govt Ctr security positions pending security workshop to be presented to Comm Court	
	Sergeant		2 new-FTE's @ Govt Ctr	114		94,068	All Govt Ctr security positions pending security workshop to be presented to Comm Court	
	Lieutenant		New-FTE @ Govt Ctr	115		51,737	All Govt Ctr security positions pending security workshop to be presented to Comm Court	
	Deputy		New-FTE Crime Prevention	200		40,794	Possible fill with absorbed Buda Deputy position	0
	Mechanic		New-FTE	109		29,204	No	0
	Deputy Instructor		New-FTE @ mid-range step 4	200		47,723	Possible fill with absorbed Buda Deputy position	0
	Admin 1		New-FTE @ mid-range step 4	200		47,723	No	0
	Admin 1		New-FTE training academy	106		21,942	Yes - as of 1/1/2011	16,457
	Admin II	11	5 new-FTE's copshire grant	200		203,970	No	0
	Admin I	14	Re-grade to Admin III, patrol	108	110	0	Re-grade to Admin III @ 25th percentile	3,161
	All Deputies		Re-grade to Admin II, move position from Jail-slot 8	106	108	6,182	Re-grade to Admin II, move position from Jail-slot 8	6,182
	Deputy		4% step increases	200		103,764	Pending collective bargaining contract	0
Bail Bond Fund	Admin I	56	Move CID Wimberley SRO to S.O.	200		0	Move CID Wimberley SRO to S.O., no fiscal impact	0
Jail	Deputy		New-FTE Transportation Officers @ Govt Ctr	200		40,794	Part-time, temporary 60 hours @ \$10 per hour	600
	Deputy		New-FTE Transportation Officers @ Govt Ctr	200		40,794	All Govt Ctr security positions pending security workshop to be presented to Comm Court	
	Jail Maintenance		New-FTE Transportation Officers @ Govt Ctr	200		40,794	All Govt Ctr security positions pending security workshop to be presented to Comm Court	
	Jail Maintenance		New-FTE	108		26,549	Full-time, temporary contract maintenance workers	31,330
	Admin II	8	Move position from SO-slot 14	108		(2,655)	Move position from SO-slot 14	0
	Correction Sergeant	3	Re-grade to Transportation Sergeant	112	114	0	Re-grade to minimum - salary above minimum	(2,655)
	Correction Corporal	7	Re-grade to Transportation Corporal	110	113	939	Re-grade to minimum	0

Department	Current Position	Slot	Request	Curr Grade	Prop Grade	Requested Funds	Commissioner's Court Approved	Adopted
Jail - continued	Correction Officers	67	Re-grade to Transportation Deputy, step 6	109	200	9,177	Re-grade to minimum step - salary above minimum	0
	Correction Officers	51	Re-grade to Transportation Deputy, step 4	109	200	8,271	Re-grade to minimum step	1,342
	Correction Officers	43	Re-grade to Transportation Deputy, step 2	109	200	6,624	Re-grade to minimum step	6,295
	Correction Officers	75	Re-grade to Transportation Deputy, step 2	109	200	6,728	Re-grade to minimum step	3,399
	Correction Officers	44	Re-grade to Transportation Deputy	109	200	3,399	Re-grade to minimum step	3,399
	Correction Officers	18	Re-grade to Transportation Deputy	109	200	11,590	Re-grade to minimum step	11,590
	Correction Officers	68	Re-grade to Transportation Deputy	109	200	3,399	Re-grade to minimum step	3,399
	LVN	3	Salary increase	109	110	18,863	Re-grade to Senior Med. salary above minimum-no fiscal impact	0
Tax Assessor	Elected Official		Treasury allowance increase	EO		294	No increases for Elected Officials	0
	Tax Deputy	1	Salary to 50%	107		5,334	Follow County wide proposed salary increase	0
	Tax Deputy	2	Salary to 50%	107		0	Follow County wide proposed salary increase	0
	Tax Deputy	3	Salary to 50%	107		4,034	Follow County wide proposed salary increase	0
	Tax Deputy	4	Salary to 50%	107		1,570	Follow County wide proposed salary increase	0
	Tax Deputy	5	Salary to 50%	107		0	Follow County wide proposed salary increase	0
	Tax Deputy	6	Salary to 50%	107		0	Follow County wide proposed salary increase	0
	Tax Deputy	7	Salary to 50%	107		0	Follow County wide proposed salary increase	0
	Tax Deputy	8	Salary to 50%	107		4,170	Follow County wide proposed salary increase	0
	Tax Deputy	9	Salary to 50%	107		1,470	Follow County wide proposed salary increase	0
	Tax Deputy	11	Salary to 50%	107		5,534	Follow County wide proposed salary increase	0
	Tax Deputy	12	Salary to 50%	107		6,034	Follow County wide proposed salary increase	0
	Tax Deputy	13	Salary to 50%	107		6,034	Follow County wide proposed salary increase	0
Treasurer	Elected Official		Salary increase	EO		12,215	No increases for Elected Officials	0
JP 1-1	Accountant II	5	Promote to Asst. Treasurer, 6% salary increase	113	114	3,335	Re-grade to Asst. Treasurer w/ 6% increase	3,335
	Elected Official		Salary increase	EO		9,691	No increases for Elected Officials	0
	Justice Clerk	1	50% to FTE	107		12,072	No increases for Elected Officials	0
JP 1-2	Elected Official		Salary increase	EO		9,691	No increases for Elected Officials	0
	Justice Clerk	5	75% to FTE + 3% col'd & 2% merit	107		7,247	No increases for Elected Officials	0
	Justice Court Administrator	2	3% col'd & 2% merit	110		2,053	Follow County wide proposed salary increase	0
	Justice Clerk	3	3% col'd & 2% merit	107		1,650	Follow County wide proposed salary increase	0
	Justice Clerk	4	3% col'd & 2% merit	107		1,311	Follow County wide proposed salary increase	0
JP 2	Elected Official		Salary increase	EO		9,691	No increases for Elected Officials	0
	Justice Court Administrator	3	3% salary increase	110		1,243	Follow County wide proposed salary increase	0
	Justice Clerk	6	3% salary increase	107		866	Follow County wide proposed salary increase	0
	Justice Clerk	7	3% salary increase	107		815	Follow County wide proposed salary increase	0
	Justice Clerk	8	3% salary increase	107		815	Follow County wide proposed salary increase	0
JP 3	Elected Official		Salary increase	EO		9,691	No increases for Elected Officials	0
	Justice Court Trainer	1	Re-grade salary to 50% + 3% col'd	108	110	1,861	Re-grade salary above minimum-no fiscal impact, Follow Co wide proposed salary increase	0
	Justice Court Administrator	4	3% col'd	110		1,319	Follow County wide proposed salary increase	0
JP 4	Elected Official		Salary increase	EO		9,691	No increases for Elected Officials	0
	Justice Clerk	9	3% col'd	107		362	Follow County wide proposed salary increase	0
	Justice Court Administrator	5	3% col'd & 2% merit	110		1,265	Follow County wide proposed salary increase	0
	Justice Clerk	10	3% col'd & 2% merit	107		1,420	Follow County wide proposed salary increase	0
	Justice Clerk	11	70% to FTE + 3% col'd & 2% merit	107		10,447	No increases for Elected Officials	0
JP 5	Elected Official		Salary increase	EO		9,691	No increases for Elected Officials	0
Constable 1	Deputy Constable	1	4% step	200		1,697	Pending collective bargaining contract	0
	Deputy Constable	2	4% step, March 2011	200		990	Pending collective bargaining contract	0
	Deputy Constable	3	4% step	200		1,697	Pending collective bargaining contract	0
	Deputy Constable	4	4% step	200		1,697	Pending collective bargaining contract	0

Department	Current Position	Slot	Request	Curr Grade	Prop Grade	Requested Funds	Commissioner's Court Approved	Adopted
Constable 2	Elected Official		Solary increase	EO		11,498	No increases for Elected Officials	
	Deputy Constable	5	New-FTE	200		40,794	No	0
	Deputy Constable	5	4% step	200		1,697	Pending collective bargaining contract	
	Deputy Constable	6	4% step	200		1,697	Pending collective bargaining contract	
	Deputy Constable	7	4% step	200		2,147	Pending collective bargaining contract	
	Justice Clerk	15	4% salary increase	107		1,224	Follow County Wide proposed salary increase	
Constable 3	Elected Official		Solary increase	EO		9,590	No increases for Elected Officials	0
	Deputy Constable	8	4% step	200		1,765	Pending collective bargaining contract	
	Deputy Constable	9	4% step	200		1,765	Pending collective bargaining contract	
	Justice Clerk	16	2% colid	107		483	Follow County Wide proposed salary increase	
Constable 4	Elected Official		Solary increase	EO		9,590	No increases for Elected Officials	0
	Deputy Constable	10	4% step	200		1,697	Pending collective bargaining contract	
	Deputy Constable	11	4% step, July 2011	200		408	Pending collective bargaining contract	
Constable 5	Elected Official		Solary to 50%	107		6,034	Follow County Wide proposed salary increase	
	Deputy Constable	12	Solary increase	200		9,590	No increases for Elected Officials	
	Justice Clerk	13	4% step	200		1,835	Pending collective bargaining contract	0
Compliance	Department Head	18	Solary increase	107		1,835	Pending collective bargaining contract	
	Compliance Specialist	2	Solary to 50%	113		2,194	Follow County Wide proposed salary increase	
	Compliance Specialist	1	Solary to 45%	108		1,523	Follow County Wide proposed salary increase	
	Compliance Specialist	3	Solary to 50%	108		1,400	Follow County Wide proposed salary increase	
EMC	Department Head		Request HR to market study current grade & pay range		TBD	1,328	Follow County Wide proposed salary increase	
	Extension Agent	1	3% salary increase	N/A		322	No, grade & salary appropriate at current level	0
	Extension Agent	2	3% salary increase	N/A		322	Follow County Wide proposed salary increase	
	Extension Agent	3	3% salary increase	N/A		469	Position removed	0
	Admin I	2	Telephone allowance	N/A		1,800	No	0
	Admin I	3	3% salary increase	106		826	Follow County Wide proposed salary increase	
Fire Marshal	Code Enf Inspector		New-FTE		112	792	Follow County Wide proposed salary increase	
	Code Enf Inspector		New-FTE		112	38,871	Pending adoption of County fire code	
Bldg Maint	Admin II		New-FTE		108	36,549	Pending adoption of County fire code	
RPTP R&B	Construction Coord		New-FTE		104	9,067	No	0
	Bookkeeper		New-FTE		109	47,034	No	0
						29,204	Double fill position for 6 months upon retirement of current bookkeeper	14,602
RPTP Env Health	Env Health Specialist I	3	6% salary progression	110		1,928	Remove Inspector, slot 2	0
	Env Health Specialist I	2	6% salary progression	110		1,928	Increase upon sanitation certification requirements	1,928
P Health	Env Health Specialist I	1	6% salary progression	110		1,966	Increase upon sanitation certification requirements	1,966
	Medical Asst		New-FTE		109	29,204	Yes - TB program	29,204
	Admin II		New-FTE		108	26,549	No	0
Transfer Station	Transfer Station Tech			105	107	26,549	Re-grade to Transfer Station Site Manager	1,716
Juvenile Detention							Reduce full-time Detention Correction Officers to 35	(434,449)
							Remove Detention Correction Officers, slot 35 part-time hours to 16,000	(145,604)
							Remove Detention Correction Officer, slot 54	(14,903)
							Remove Case Manager, slot 2	(26,549)
							Move JPO, slot 8 to Juvenile Probation budget	
							Title Change-Detention Correction Officers to Juvenile Supervision Officers-no fiscal impact	0
							TOTAL	(425,544)
						2,227,653		

## *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 reclassify the Director of Corrections position to (Jail) Captain and the current (Jail) Captain position to (Jail) Lieutenant in the Sheriff's Office.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:** n/a

**LINE ITEM NUMBER OF FUNDS REQUIRED:** n/a

**REQUESTED BY:** Cutler

**SPONSORED BY:** Conley

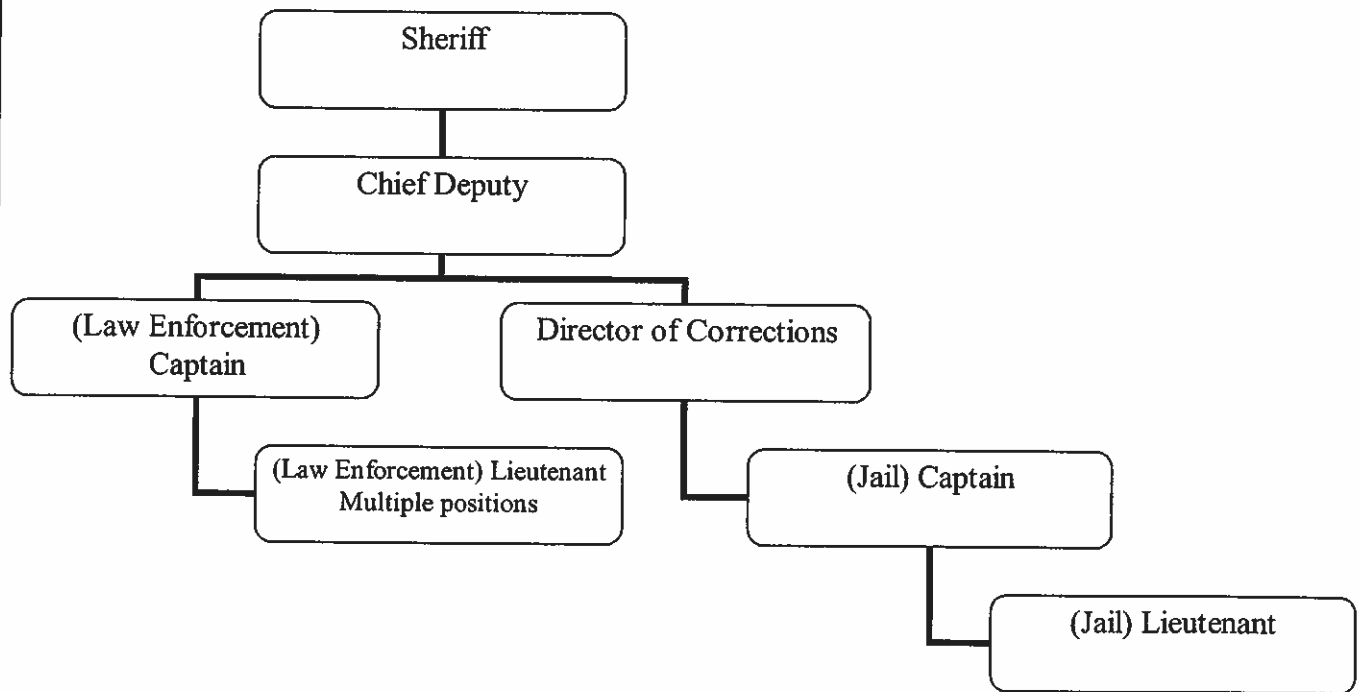
**SUMMARY:** The Sheriff would like to flatten the organizational structure of the jail chain of command by reclassifying the Director of Corrections position to (Jail) Captain and the current (Jail) Captain position to a (Jail) Lieutenant position. The current employees (Brad Robinson, current Director of Corrections and Dickey Haverda, current (Jail) Captain will remain in the reclassified positions with no change in pay. Dickey Haverda's salary (\$78,320.88) will be above the maximum of the (Jail) Lieutenant range (\$77,606) and will be "red-circled" to indicate such. The attached organizational charts indicate the requested changes.

**Actions Requested:**

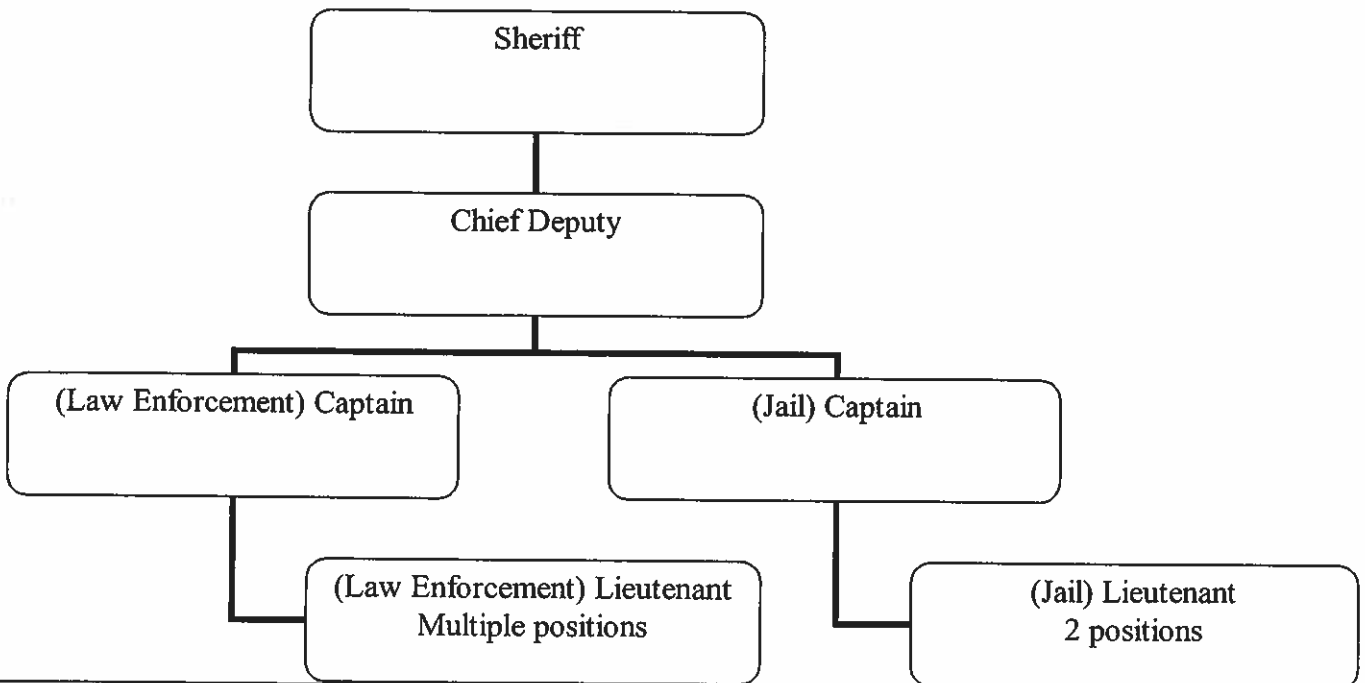
Reclassify Director of Corrections, slot 1, -\$80,535.12 to (Jail) Captain, slot 2, +\$80,535.12

Reclassify current (Jail) Captain, slot 2, -\$78,320.88 to (Jail) Lieutenant, slot 7, +\$78,320.88

**Current:**



**Proposed:**





## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

**AGENDA ITEM:** Discussion and possible action to increase the salary of the current (Law Enforcement) Captain.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:** \$2,103.12

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 001-618-00.5021

**REQUESTED BY:** Cutler

**SPONSORED BY:** Conley

**SUMMARY:** The Sheriff would also like to increase the salary of current (Law Enforcement) Captain, Mike Davenport to \$80,535.12. Captain Davenport's current salary is \$78,432.00.

Action Requested:

Salary increase for Mike Davenport, +\$2,103.12 (+ fringe of \$378.78). No budget amendment required as funds are available in the current salary budget.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to increase the salary of the current (Law Enforcement) Captain.

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

## **COUNTY AUDITOR**

**AMOUNT:** \$2,103.12

**LINE ITEM NUMBER:** 001-618-00.5021

**COUNTY PURCHASING GUIDELINES FOLLOWED:** N/A

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** Should this be part of the Collective Bargaining negotiations?

**Bill Herzog**

## **SPECIAL COUNSEL**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

Phone (512) 393-2205

**AGENDA ITEM: Discussion and Possible Action to approve the appointment of Michael Aulick to the Hays County Parks and Open Space Advisory Board.**

<b>CHECK ONE:</b>	<b>CONSENT</b>	<b>X ACTION</b>	<b>EXECUTIVE SESSION</b>
	<b>WORKSHOP</b>	<b>PROCLAMATION</b>	<b>PRESENTATION</b>

**PREFERRED MEETING DATE REQUESTED:**

**AMOUNT REQUIRED: \$**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: COBB**

**SPONSORED BY: COBB**

**SUMMARY: Michael Aulick has agreed to serve on the Hays County Parks and Open Space Advisory Board as an appointee of the County Judge. Please see the attached resume.**

**MICHAEL R. AULICK**

Residence: Driftwood, Texas

Mailing Address: Huitt-Zollars, 3701 Executive Center Dr. #101, Austin, Texas 78731

Phone: 512-231-1119 (O) 512-750-3179 (C)

**EXPERIENCE**

**Vice President, Officer Manager**

**Huitt-Zollars, Inc. Austin Texas**

February, 2008 to present

Manage the Austin office of Huitt-Zollars, an engineering, architectural and planning consulting firm. Huitt-Zollars is a 30-year old firm with headquarters in Dallas and 12 offices with 430 employees nationwide. The Austin office has 12 staff members, including engineers, construction managers and designers. Responsible for business development, project oversight and quality control, client relations, personnel management, and an annual business plan and budget. Work with the corporate office and other office managers to develop company management policy.

**Executive Director**

**Capital Area Metropolitan Planning Organization (CAMPO), Austin Texas**

October, 1992 to January, 2008

Managed a 15-member planning staff and supported a 19-member board of elected officials as the federally-designated Metropolitan Planning Organization for the three-county Austin metropolitan area (2008 population is 1.5 million). Prepared a Long-range Transportation plan (25 year period) and a Transportation Improvement Program (5 year period) for board adoption. Directed the CAMPO work program which included population and employment forecasting, transportation modeling, transit and roadway project development and funding, air quality improvement, public involvement and support for member jurisdictions. Prepared annual budget averaging \$1.8 million, complied with federal and state requirements. Coordinated MPO efforts with the council of governments, local jurisdictions, the public and interest groups and organizations.

**Senior Planner**

**City of Austin Planning and Development Department**

February, 1989 to October, 1992

Prepared long-range transportation plan and population forecasts and presented to City boards and commissions. Coordinated transportation planning with local and state agencies. Managed the FHWA transportation planning grant and staffed the Joint Airport Zoning Board for airport compatible land use.

**Principal Transportation Planner**

**New York City Transit Authority**

May, 1988 to January, 1989

Established new bus routes to airports and subway stations. Prepared plan for rerouting buses around bridge reconstruction projects. Prepared plans for transit service to schools. Rewrote the Operations Planning Department's bus route study procedure.

**Planning Supervisor****City of Austin Planning and Growth Management Department**

May, 1984 to March, 1988

Supervised a seven-member team preparing the transportation, infrastructure and environmental elements and five sub area plans of the City Comprehensive Plan. Made presentations to the City Council, board and commissions and other city councils and county commissioner courts. Provided liaison to the Austin Transportation Study (now CAMPO) and participated in airport planning projects.

**Transportation Planner****City of Austin Urban Transportation Department**

July, 1980 to April, 1984

Project manager for Roadway Plan amendments. Reviewed subdivision and zoning cases for the Planning Commission. Prepared traffic impact analyses and collector street sub area plans. Responsible for Bikeway Plan amendments and implementation.

**Regional Planner****Espey, Huston & Associates, Inc. Austin, Texas**

June, 1979 to June, 1980

Task leader for environmental assessment of the Woodruff Avenue Expressway in Rockford, Illinois. Task leader for flood damage cost calculations for Sonora, Texas and Albuquerque, New Mexico. Member, City of Austin Environmental Board.

**Senior Regional Planner****Comprehensive Planning Organization COG San Diego, California (now SANDAG)**

October, 1972 to May, 1979

Project manager and consultant supervisor for the Regional Energy Plan, the Environmental Noise Policy Plan, and the Regional Coastline Plan. Project manager for the transportation portion of the San Diego Air Quality Maintenance Plan. Managed the Parking Management Plan. Directed 10 planners in preparing the environmental impact report for the biennial Regional Transportation Plan.

**Associate Planner****San Diego County Planning Department**

January, 1971 to October, 1972

Prepared report on the environmental impacts of rapid population growth in the region. Supervised 5 people in soil survey report and map preparation.

**Staff Planner****Regional Planning Commission (COG), New Orleans, Louisiana**

October, 1968 to October, 1970

Supervised 10 people in coding a geographic base file for Census Bureau use. Worked on a citizen-planning forum, a community leaders' attitude survey, and a soil survey.

**EDUCATION**

**Masters Degree in Regional Planning** – University of Michigan, 1970

**B.A. Degree in Economics** – Rice University, 1964

**MILITARY SERVICE**

**U.S. Navy**, Ensign to LTJG, communication officer on a destroyer, 1964 to 1966  
commanded a division of 30 men, 7-month deployment to South China Sea off Vietnam.

## *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 appointment of Pauline Tom to the Parks and Open Space Advisory Board for the Precinct Two Commissioner.

**TYPE OF ITEM:** Consent

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** Commissioner Precinct 2 Mark Jones

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones

**SUMMARY:**

Commissioner Jones requests consent to appoint Pauline Tom of Mountain City, TX to the Parks and Open Space Advisory Board.

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

Phone (512) 393-2205

**AGENDA ITEM:** Discussion and possible action to adopt a resolution petitioning the LCRA Board of Directors to take certain actions related to its intent to market the 32 LCRA-owned water and/or wastewater systems as a single block to the highest bidder.

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

☐ WORKSHOP   ☐ PROCLAMATION   ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** WHISENANT

**SPONSORED BY:** WHISENANT

**SUMMARY:** Summary is provided in the attached "draft petition".

## Petition to the Board of Directors of the Lower Colorado River Authority

WHEREAS, the Lower Colorado River Authority's ("**LCRA**") Board of Directors adopted a Resolution of the Board on November 17, 2010 (the "**Resolution**") expressing its intent to market the 32 LCRA-owned water and/or wastewater systems (collectively, the "**Systems**") for sale as a single block to the highest bidder; and,

WHEREAS, the LCRA neglected to directly notify the representatives of the various municipal governments, county governments, property owner associations and other governing authorities (collectively, the "**Stakeholders**") with whom it is contracted to own and/or operate the Systems of its intent to consider, discuss and debate the Resolution prior to the LCRA's November 17, 2010 Board meeting, thereby preventing the Stakeholders from observing or commenting on the Board's decision; and,

WHEREAS, the Resolution set a deadline for completing the negotiations currently underway with various Stakeholders of 60 days after the November 17, 2010 Board meeting; and,

WHEREAS, the undersigned believe that the 60-day deadline is unrealistic and unfair to those Stakeholders currently in negotiations with the LCRA; and,

WHEREAS, the undersigned believe that a block sale of the 32 systems as envisioned by the Resolution will likely result in significant increases to the costs currently borne by the ratepayers of the various Systems; and,

WHEREAS, in the November 17, 2010 Resolution, the LCRA Board of Directors declares that ownership and operation of the various Systems is not consistent with the LCRA's mission; and,

WHEREAS, the undersigned respectfully and strongly disagree with that declaration by observing that the LCRA's investment in the Systems is in fact consistent with the LCRA's mission to provide reliable, low-cost utility and public services in partnership with our customers and local communities and to use its leadership and environmental expertise to ensure the protection and constructive use of the natural resources of the Colorado River watershed; and,

WHEREAS, the undersigned believe that the LCRA's decision to market the Systems for sale constitutes the abdication of the LCRA's mission and the abandonment of the commitments (legal and otherwise) to the various communities served by the Systems – especially those smaller communities unable to secure the means to own and operate their System; and,

WHEREAS, the undersigned believe that a united effort is needed to remind the LCRA and its Board of Directors of the foregoing facts and to assist the LCRA with



identifying a solution or solutions that are beneficial to the LCRA as well as to all of the Stakeholders; and,

WHEREAS, the undersigned believe that as a Texas conservation and reclamation district created pursuant to special legislative act in furtherance of Article XVI, Section 59 of the Texas Constitution, the LCRA is accountable to and required to protect the welfare and well-being of the Stakeholders and the ratepayers of the various Systems,

NOW, THEREFORE, we, the undersigned, do hereby declare our intent to form a Coalition of Interested Parties to advocate on both a collective and individual basis on behalf of the citizens and ratepayers served by the Systems.

We further call upon the Board of Directors of the Lower Colorado River Authority to:

1. Postpone the LCRA's plans to market the systems for sale; and,
2. Grant the appropriate Stakeholder(s) for each System the opportunity to negotiate with the LCRA for the purchase of said System, with a deadline for completing those negotiations of no sooner than December 31, 2011; and,
3. Extend the current 60-day deadline for completing negotiations currently underway to no sooner than December 31, 2011; and,
4. Grant the Stakeholder(s) of each System a "Right of First Refusal" to purchase its System from the LCRA by matching any acceptable offer from a third party; and,
5. Appoint delegates from among the Stakeholders to positions of meaningful representation on the appropriate LCRA committees and/or advisory bodies.

Respectfully signed and submitted to the LCRA Board of Directors on Friday, January 14, 2011 by:

--- The Signatories

## *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 execute a Lease Agreement with the City of Kyle for the County's lease of the existing precinct 2 offices at 111 Front Street in Kyle, Texas.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** January 18, 2010

**AMOUNT REQUIRED:** \$7,500/month, beginning at the time of the previous lease expired.

**LINE ITEM NUMBER OF FUNDS REQUIRED:** TBD

**REQUESTED BY:** JONES

**SPONSORED BY:** JONES

**SUMMARY:** Per a letter of request from counsel, the City of Kyle reconsidered the rent rate they had proposed to charge for the Hays County's Precinct 2 offices, adjusting the rate from \$10,000 per month to \$7,500 per month, which is more on par with market value of commercial rental property.



# CITY OF KYLE

100 W. Center Street • P.O. Box 40 • Kyle, Texas 78640 • Tel (512) 262-1010 • Fax (512) 262-3800

January 5, 2011

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

Dear Judge Cobb:

Enclosed for your review and signature is the Interlocal Agreement renewing the lease for commercial office space for Hays County Precinct 2 offices at 111 N. Front Street, Kyle, Texas.

I would like to highlight the following changes in this renewal for the office space lease:

1. Lease term: December 1, 2010 through November 30, 2011
2. Monthly Rent: \$7,500 per month
3. Rent Proration: Rent is prorated should County vacate the premises early
4. 60-Day Notice: Written notice required for early termination and move-out

Please initial and sign the enclosed set of original Interlocal Agreement and kindly return to my attention. We will provide a copy of the fully executed document for County's records.

Sincerely,

A handwritten signature in black ink, appearing to read "J. R. Earp", is written over a horizontal line.

James R. Earp, CPM  
Interim City Manager

Enclosures

cc: Mark Kennedy, Chief-Civil Division, Hays County Criminal District Attorney's Office



**INTERLOCAL AGREEMENT  
FOR  
COMMERCIAL OFFICE LEASE**

111 N. Front Street

This is a Interlocal Agreement for the Lease of Commercial Office Space (hereinafter "Agreement") dated 12/7/10 and entered into between the City of Kyle, Texas, a home-rule municipality, as (hereinafter "Lessor") and Hays County, a political subdivision of the State of Texas as (hereinafter "Lessee"), whether one or more. The above-cited parties shall be collectively referred to as "the parties to this Agreement" or "the parties".

**1.1 Interlocal Agreement.**

This is an Agreement made pursuant to the Interlocal Cooperation Act (Chapter 791, Texas Government Code), which empowers the parties to contract with each other in the performance of services that each party is authorized to perform individually, including the leasing of real property. As required by the Interlocal Cooperation Act, (i) the execution of this agreement is authorized by the governing body of each party to this Agreement; (ii) payments of rent by Lessee under this Agreement shall be made from current revenues that are available to Lessee; and (iii) the rents paid under this agreement are considered by the parties to be fair compensation to Lessor for the Leased Premises.

**1.2 The Leased Premises.**

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the "Leased Premises" which consists of "Lessee's Office Space" as defined below.

(a) Lessee's Office Space. "Lessee's Office Space", to which Lessee shall have exclusive use rights to the office space outlined on the floor-plan contained in Exhibit A. Such space is located in the building on a tract of land, legally described by lot and block or metes and bounds in Exhibit B. The street address of the building is 111 N. Front Street, Kyle, Texas 78640.

**1.3 Useable Area.**

Intentionally Deleted.

**1.4 Rentable Area.**

Lessee's approximate "rentable area" is 8,098 square feet.

**2.1 Base Rent.**

As set forth below, Lessee shall pay to Lessor "base rent(s)" per square foot of net rentable area as set forth below, which amounts to the monthly and annualized rents set forth below.


<u>Base Rent:</u>	<u>Monthly</u>	<u>Annualized</u>	<u>Annual Rent</u>
<u>Time Period</u>	<u>Rent</u> <u>Rent</u>	<u>psf of NRA</u>	
<u>12</u> months	\$ 7,500.00	\$90,000.00	\$90,000.00

**3.1 Date and Place of Payment.**

The monthly rent shall be due on the first day of each calendar month without demand. Partial months shall be prorated. All rent and other sums are due in the county where the building is located at the address designated by Lessor from time to time. All sums due by Lessee are without right of setoff or deduction. Monies mailed are considered timely paid only if received by Lessor by the due date. Rent and late payment charges shall be paid without notice or demand. All other sums shall be due upon delivery of written notice in accordance with paragraph 27.1.

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Building name: 111 N. Front Street  
Lessor's Name: City of Kyle, Texas  
Lessee's name: Hays County, Texas

Lessor initials:   
Lessee initials: \_\_\_\_\_

### 3.2 Late Payments.

If any rent payment or other sum due by Lessee to Lessor is received and accepted by Lessor later than five (5) days after its due date, Lessee shall pay a late charge of the greater of \$ 10.00 or 5% of such rent payment, plus \$10.00 thereof for each day thereafter (for up to 15 days) until such rent or other sum is paid. Late charges shall be considered liquidated damages for Lessor's time inconvenience and overhead (except for attorneys fees and litigation costs) in collecting late rent. Lessor's acceptance of late rent or other sum shall not constitute permission for Lessee to pay the rent or other sum late thereafter and shall not constitute a waiver of Lessor's remedies for subsequent late payments. Late payment charges are due immediately upon notice or demand. All payments shall be by check or money order on a local bank, not cash. For each returned check, Lessee shall pay all applicable bank charges incurred by Lessor plus \$25.00. Payments of any kind received by Lessor on behalf of Lessee may be applied at Lessor's option to non-rent items first, then to rent. Payment of rent by Lessee shall be an independent covenant. If Lessee has not timely paid rentals and other sums due on two or more occasions, or if a check from Lessee is returned for insufficient funds or no account, Lessor may, for the next twelve (12) months or the remainder of the lease term, whichever is shorter, require that all rent and other sums due be paid by cashier's check, certified check, or money order, without prior notice.

### 3.3 Security Deposit.

The total additional security deposit to be provided by Lessee, in current funds, is \$ 3,500.00, at the time of execution of this lease. This security deposit will be held by Lessor to secure performance of Lessee's obligations under this lease. Lessor shall have a lien on the security deposit for that purpose. If Lessee fails to pay rent or other sums when due under this lease, Lessor may apply any cash security deposit toward amounts due and unpaid by Lessee. Lessee shall immediately restore the security deposit to its original amount after any portion of it is applied to amounts due and unpaid by Lessee. Lessor shall return the security deposit to Lessee within thirty (30) days after the termination of this Agreement, minus the cost of any damages to the Leased Premises caused by Lessee that are beyond normal wear and tear.

### 4.1 Term, Possession, and Anniversary.

The lease term shall be for 12 full calendar months from commencement date and the last day of the lease term being November 30, 2011. The commencement date of this lease shall be December 1, 2010. Rent will begin to accrue on the lease commencement date. Lessor requires Lessee to provide, in written documentation, sixty-days (60) notice to surrender premises before the termination date of this contract. Should lessee surrender leased premises prior to the end of the lease term, rent will be prorated through last day of the month Lessee surrenders the leased premises to the Lessor.

### 4.2 Acknowledgement of Lease.

Intentionally Deleted.

### 4.3 Delivery of Possession.

Lessor shall deliver keys and/or access cards or codes and possession of Lessee's office space to Lessee on the lease commencement date stated in paragraph 4.1 unless otherwise agreed in writing by the parties. Lessee shall not be liable for rent until Lessor delivers possession of the leased premises to Lessee. If there is a delay in delivery of possession, the commencement date shall be delayed until Lessee's office space is ready for occupancy; and neither Lessor nor Lessor's agents shall otherwise be liable for any damages; and the lease shall not terminate.

### 5.1 Tenant Finish-Out. (Check one):

Lessor shall allow Lessee full access to the Leased Premises during preparation for move-in in advance of delivery of possession and shall pay for all utilities up to the date Lessor delivers possession under Section 4.3 of this Agreement.

Building name: 111 N. Front Street  
Lessor's Name: City of Kyle, Texas  
Lessee's name: Hays County, Texas

Page 2

Lessor initials: JS  
Lessee initials: \_\_\_\_\_

#### **6.1 Quiet Possession.**

If Lessee is current and in compliance with all of Lessee's obligations under this lease, Lessee shall be entitled to peaceful and quiet possession and enjoyment of Lessee's office space, subject to the terms and conditions of this lease. Lessee shall have access to common parking areas at all times, subject to paragraph 9.2. Lessor shall make diligent efforts to have all other tenants in the building, if any, comply with building rules. Failure of other tenants to otherwise comply with such rules shall not be considered a default by Lessor. Construction noise or vibrations shall not be considered a default by Lessor.

#### **7.1 Utilities and Services by Lessee.**

Except where otherwise stated in this lease, Lessee shall establish accounts in its name and pay for the following utilities:

- (a) trash collection services (dumpster or garbage cans);
- (b) water and wastewater services for Common Areas and the building;
- (c) pest control services as needed in the reasonable judgment of Lessor;

#### **7.2 Intentionally Deleted**

#### **7.3 Interruption of Utilities or Services.**

Temporary interruption or malfunction of utilities, services, and/or telephones shall not render Lessor liable for damages, rent abatements, or release of any Lessee obligation. Lessor shall use diligent efforts to have such utilities and services restored as soon as reasonably possible.

#### **8.1 Maintenance and Repairs by Lessor.**

Lessor shall repair and/or replace, as needed, the following items as a building expense under paragraph 29.1, so long as they are building standard items: including but not limited to ballasts, and fixtures; common area plumbing; hardware; appliances; doors; and wall and window coverings. Lessor shall use diligence to provide for the maintenance, repair, reconnection of interrupted utilities or services, subject to any reimbursement obligations of Lessee under paragraph 8.2. Lessor may rekey at any time. Lessor may temporarily close any part of the common facilities if reasonably necessary for repairs or construction. Repairs and maintenance shall be in accordance with applicable governmental requirements.

#### **8.2 Maintenance and Repairs by Lessee.**

Lessee shall promptly reimburse Lessor for the cost of maintaining including monthly electric utility service costs, repairing or replacing non-building standard items and the cost of repairing or replacing damage which is caused inside Lessee's office space by Lessee, Lessee's agents, employees, family, or licensees, invitees, visitors, or customers or outside Lessee's office space by Lessee or Lessee's employee's, agents, or contractors. Kitchen appliances, wet bars, sump pumps, and hot water heaters in the Premises, and plumbing in the Premises serving same are not considered building standard items. Lessor shall have right of approval of all repairmen or maintenance personnel. Lessee shall not damage or allow other persons listed above to damage any portion of the leased premises. Lessee shall pay for replacement of all non-building standard light bulbs and for unstopping any drains or water closets in Lessee's office space. If Lessee or Lessee's workmen or contractors are permitted to repair, alter, or modify Lessee's office space, Lessee shall warrant that no mechanic or materialman's lien shall be filed against the leased premises and that all such contractors shall provide evidence of liability insurance as required by Lessor. All such work shall be in accordance with applicable governmental requirements.

### 8.3 Telecommunications.

All telecommunications equipment necessary to serve Lessee shall be located in Lessee's office space and paid for by Lessee. Lessee may not require Lessor to install or allow others to install telecommunication lines or equipment elsewhere in the building. Lessee expressly waives any rights to require same under any circumstances.

### 9.1 Access, Keys, Locks, and Security.

(a) **Access.** Except in emergency situations, Lessee shall have access to the Leased Premises at all times during the Lease Term. Lessor shall have access to the Leased Premises during working hours for reasonable business purposes upon prior notice to Lessee except notice shall not be necessary in the event of an emergency threatening life or property or the lawful exercise of Lessor's remedies in case of default by Lessee. Lessor may show the Leased Premises six (6) months before the lease expiration date or the date Lessee gives notice to vacate, whichever is earlier.

(b) **Keys.** Lessor shall furnish Lessee up to five (5) keys or access codes or cards for the Leased Premises. An initial deposit of \$10.00 shall be charged for each key or access card provided by Lessor. Lessor shall not be liable for risk of loss resulting from Lessee's keys, access codes, or cards being stolen, lost or used by unauthorized persons. Lessor reserves the right to rekey or change locks for security reasons if new keys are timely furnished to Lessee.

(c) **Locks.** Lessee may not add locks, change locks, or rekey locks without written permission of Lessor. Locks may be changed at Lessee's request and expense. If locks to the Leased Premises are changed, Lessor may specify kind and brand of locks, placement, installation, master key compatibility, etc. If Lessee or any of Lessee's employees lock themselves out of Lessee's suite, said person must call a fellow-employee to gain access. Lessor is not authorized to unlock a door that accesses an area leased solely by Lessee except for emergency purposes.

(d) **Security.** Lessor shall have no duty to provide any security services of any kind unless expressly provided in this lease. Lessor shall not be liable to Lessee or Lessee's employees, family, customers, invitees, contractors, or agents for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism or other crimes. Lessee shall lock the doors of the Leased Premises when the last person leaves such Premises for the day. If such actions do not unreasonably interfere with Lessee's occupancy, Lessor may take reasonable measures that Lessor deems advisable for the security, safety, improvement, and preservation of the Building.

### 9.2 Parking.

(a) Lessor shall have sole control of private parking spaces included within the subject matter of this lease. If vehicles are parked in violation of Lessor parking rules, if any, or in violation of state statutes, Lessor may exercise vehicle removal remedies under Texas Transportation Code, Chapter 684 upon compliance with statutory notice. Reserved parking spaces must be established by written agreement of the parties.

(b) In consideration of the total rent due under paragraph 2.1, Lessee shall be entitled to a minimum of approximately four (4) parking spaces per eight hundred (800) square feet of Lessee's rentable area. Lessee and Lessee's employees and customers shall have exclusive right to park in Lessee's assigned parking spaces which shall be designated by the written agreement of the parties.

(c) Lessee shall make every effort to ensure that its employees, agents, representatives and customers do not block access to the Automated Teller Machine (ATM) located at the south end of the property as depicted in Exhibit "X".

### 10.1 Occupancy, Nuisance, and Hazards.

Lessee's office space shall be occupied only by Lessee or Lessee's employees and shall not be left entirely vacant or used exclusively for storage. Lessee and Lessee's agents, employees, family, licensees, invitees, visitors, and

contractors shall comply with all federal, state, and local laws relating to occupancy or to criminal conduct while such persons are on the leased premises. Lessee and the persons listed above shall not (i) use, occupy, or permit the use or occupancy of the leased premises for any purpose which is directly or indirectly forbidden by such laws or which may be dangerous to life or property, (ii) permit any public or private nuisance, (iii) disturb the quiet enjoyment of other tenants, (iv) do anything which might emit offensive odors or fumes, (v) make undue noise or vibrations, (vi) permit anything which would cancel insurance coverage or increase the insurance rate on the building or contents, or (vii) otherwise damage the leased premises, except for normal wear and tear. Normal wear and tear is damage that occurs without carelessness, negligence, accident, or abuse.

#### **11.1 Taxes.**

Lessor shall be responsible for payment of all taxes and assessments against the building. Lessee shall timely pay all taxes assessed against Lessee's furniture, equipment, fixtures, or other personal property in Lessee's office space.

#### **12.1 Insurance.**

Lessor and Lessee shall comply with the respective insurance obligations as set forth below:

(a) *Lessor.* Lessor shall maintain commercial general liability insurance and all-risk insurance subject to standard policy exclusions and limitations through the Texas Municipal League Risk Pool.. Such insurance may contain policy exclusions as reasonably determined by Lessor. The coverage amounts shall be as Lessor may deem reasonably appropriate. Lessor shall have no responsibility to maintain any kind of insurance on Lessee's contents. Lessor shall have no responsibility to maintain fire and extended coverage insurance on Lessee's contents.

(b) *Lessee.* Lessee shall provide Lessee's own public liability insurance for its operations on the leased premises. In no event shall such coverage limits be less than three-hundred-thousand dollars in United States currency (\$300,000 USD) per offense (aggregate). Lessee is required to maintain adequate fire and extended coverage insurance (including theft, vandalism and malicious mischief) on the contents in Lessee's office space, including fixtures, furniture, equipment, supplies, inventory, and other personal property. Such personal property is not covered by Lessor's insurance.

(c) *Insurance certificates.* Lessee shall provide Lessor with a certificate of Lessee's insurance or a copy thereof as required above within seven (7) days after Lessee initially occupies Lessee's office space or any portion thereof.

#### **12.2 Hold Harmless and Indemnity.**

To the extent that it is not covered by Lessor's insurance, Lessee shall indemnify Lessor for and shall hold Lessor harmless from all fines, claims, liabilities, and suits (including costs and expenses of defending against same) resulting from any breach or nonperformance of the lease by Lessee or Lessee's agents, employees, family, licensees, or invitees. To the extent that it is not covered by Lessee's insurance, Lessor shall indemnify Lessee for and shall hold Lessee harmless from all fines, claims, liabilities, and suits (including costs and expenses of defending against same) resulting from any breach or nonperformance of the lease by Lessor or Lessor's agents, employees, family, licensees, or invitees. To the extent that it is covered by Lessor's insurance, Lessor and Lessee shall not be liable to the other or the other's agents, employees, or family for any damage to personal property resulting from any act, omission, or negligence of any other tenant, visitor, or occupant of the office building. This paragraph shall survive termination or expiration of this lease.

#### **13.1 Alterations by Lessee.**

Lessee may not make any alterations, improvements, door lock changes, or other modifications of any kind to the leased premises without Lessor's written consent. Consent for governmentally required changes may not be unreasonably withheld. "Alterations" include but are not limited to improvements glued, screwed, nailed, or otherwise permanently attached to the building, structural changes, roof and wall penetrations, and all plumbing, electrical, and HVAC changes. Requests for Lessor's approval shall be in writing and shall be detailed to Lessor's reasonable satisfaction. The foregoing shall be done only by Lessor's contractors or employees or by third parties



approved by Lessor in writing. Lessee shall pay in advance for any requested alterations, improvements, lock changes, or other modifications which are approved and performed by Lessor. If same are performed by Lessee with Lessor's permission, Lessee shall not allow any liens to be placed against the buildings as a result of such additions or alterations. Alterations, improvements, and modifications done at Lessee's request shall comply with all applicable laws. Changes in Lessee's alterations or improvements in Lessee's space which may be later required by governmental action shall also be paid for by Lessee.

### **13.2 Americans With Disabilities Act.**

Lessor shall be responsible for any requirements under the Americans with Disabilities Act or similar state or local laws as they relate to any common area entrance and exit doorways and elevators and any doors into Lessee's office space and to structural building items that Lessor is required to maintain under the terms of this lease. Lessor agrees to indemnify Lessee for any liability Lessee shall incur as a result of Lessor's failure to comply with the provisions of this paragraph. Lessee agrees to cooperate fully with Lessor to enable Lessor to timely comply with the provisions of this paragraph and to immediately forward to Lessor any notice Lessee receives regarding complaints, injuries, or claims by anyone claiming that those items which are the responsibility of Lessor do not comply with the provisions of the Americans with Disabilities Act. Lessee shall be responsible for any requirements under such architectural barrier laws as they relate to Lessee's use of Lessee's office space, including, but not limited to, the positioning of Lessee's furnishings within the office space. Lessee agrees to indemnify Lessor for any liability Lessor incurs as a result of Lessee's failure to comply with the provisions of this paragraph. Lessor agrees to indemnify Lessee for any liability Lessee incurs as a result of Lessor's failure to comply with the provisions of the paragraph.

This Section shall not apply to for any requirements under the Americans with Disabilities Act or similar state or local laws as they relate to any common area entrance and exit doorways and elevators and any doors into Lessee's office space and to structural building items that arise from improvements made on the Leased Premises by Lessee.

### **14.1 Removal of Property by Lessee.**

Lessee may remove its trade fixtures, furniture, and equipment only if (i) such removal is made prior to the end of the lease term, (ii) Lessee is not in default under this lease at time of removal, and (iii) such removal is not in anticipation of an early moveout prior to the end of the lease term. Lessee shall pay all costs of removal. Lessee shall have no rights to property remaining on the leased premises after moveout. Upon moveout, Lessee may not remove any alterations as defined in paragraph 13.1 or improvements such as wall-to-wall carpeting, book shelves, window coverings, drapes, cabinets, paneling, counters, kitchen or breakroom built-ins, shelving, wall covering, and anything else attached to the floor, walls, or ceilings. If and only if Lessor requests in writing no later than one month after Lessee moves out and receives the consent of Lessor, Lessee may remove alterations, fixtures, equipment, cabling, and other property installed by Lessee. Lessee shall pay for cleaning or repairing damage caused by Lessee's removal of any property.

### **15.1 Subletting and Assignment.**

Lessee may not sublet, assign, pledge, or mortgage this lease and may not grant licenses, commissions, or other rights of occupancy to all or any part of the Leased Premises without Lessor's prior written approval.

### **16.1 Destruction by Fire or Other Casualty.**

(a) *Total destruction, rent abatement, and restoration.* If Lessee's office space is totally damaged by fire or other casualty so that it cannot reasonably be used by Lessee and if this lease is not terminated as provided in subparagraph "d" below, there shall be a total abatement of Lessee's rent and Lessee's obligation to pay office building operating expenses until Lessee's office space is restored by Lessor and Lessee.

(b) *Partial destruction, rent abatement, and restoration.* If Lessee's office space is partially destroyed or damaged by fire or other hazard so that it can be only partially used by Lessee for the purposes allowed in this lease and if this lease is not terminated as provided in subparagraph "d" below, there shall be a partial abatement of

Lessee's rent and Lessee's obligation to pay office building operating expenses which fairly and reasonably corresponds to the time and extent to which Lessee's office space cannot reasonably be used by Lessee.

(c) *Restoration.* Lessor's obligation to restore shall be limited to the condition of the leased premises existing prior to the casualty. Lessor shall proceed with diligence to restore. During restoration, Lessee shall continue business to the extent practical in Lessee's reasonable judgment.

(d) *Lease termination.* If Lessee's office space or the office center is so badly damaged that restoration and repairs cannot be completed within six (6) months after the fire or casualty, then this lease may be terminated as of the date of the destruction by either Lessor or Lessee by serving written notice upon the other. Termination notice must be delivered within one (1) month after the casualty.

#### **17.1 Condemnation.**

If the Leased Premises or any material portion thereof, including any portion of the parking lot is taken by condemnation and if the leased premises is thereby reasonably rendered unusable for Lessee's business use and activities, this lease shall automatically terminate as of the date title vests in the condemning authority pursuant to such taking or acquisition; and Lessor and Lessee shall be relieved of all further obligations under this lease. Lessor shall be entitled to recover from the condemning authority the full amount of Lessor's interest in this lease and in the property which is taken in condemnation; provided, however, if Lessee is not in default hereunder on the day of taking or acquisition by the condemning authority, Lessee shall be allowed to recover from the condemning authority, at Lessee's own expense, the value of Lessee's remaining leasehold interest and Lessee's trade fixtures, if any, which are taken in condemnation; but not otherwise. Lessee shall be responsible for Lessee's own attorney's fees and for proving its own damages.

#### **18.1 Default by Lessor.**

Lessee shall be entitled to recover actual damages and terminate this lease if (i) Lessor fails to pay any sum due and owing to Lessee within seven (7) days after written demand from Lessee, or (ii) Lessor remains in default on any other obligation for seven (7) days after Lessee's written demand for performance. However, Lessor shall not be in default if Lessor promptly commences to cure such noncompliance and diligently proceeds in good faith to cure same after receiving written notice of such default. If taxes and utilities are not timely paid, Lessee may pay same to the extent that it is necessary to avert foreclosure or cutoff. If Lessor fails to perform any covenant, term or condition of this lease that Lessor is obligated to perform and, as a consequence of such nonperformance, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only out of Lessor's equity in the property. Lessor shall have no liability whatsoever for any deficiency, and no other property or assets of Lessor shall be subject to levy, execution or other enforcement procedures as a result of such judgment.

#### **19.1 Default by Lessee.**

If Lessee defaults, Lessor shall have any or all remedies set forth below.

(a) *Definition of default.* The occurrence of any of the following shall constitute a default by Lessee: (i) failure to pay rent or any other sum due by Lessee under this lease within 3 days after written demand therefor by Lessor; (ii) failure to vacate on or before the last day of the lease term, renewal term, or extension period; (iii) failure to pay rent in advance on a daily basis in the event of unlawful holdover by Lessee; (iv) unauthorized early move-out or notice of same as set forth below; (v) acquisition of Lessee's interest in the lease by a third party by judicial or non-judicial process; or (vi) failure to comply with any other provision of the lease (including rules) if such failure to comply is not cured as soon as possible after delivery of written notice by Lessor to Lessee. However, Lessee shall not be in default under subclause (vi) above if Lessee promptly commences to cure such noncompliance and diligently proceeds in good faith to cure same after receiving written notice of such default.

(b) *Utilities and services.* If Lessee is in default for nonpayment of rent or other sums due and if Lessee fails to pay same in full within three (3) days after Lessor hand delivers to Lessee or to Lessee's representative written notice of Lessor's intent to terminate utilities or services which are furnished by Lessor, then Lessor may terminate

such utilities or services after such 3-day notice period, without further notice. Lessor's right to terminate such utilities or services shall occur automatically and without notice if Lessee's rent is accelerated under subparagraph "d" below, relating to unlawful early move-out.

(c) *Acceleration after notice of rental delinquency.* If Lessee is in default for nonpayment of rent or other sums due and if Lessee fails to pay same in full within three (3) days after Lessor delivers to Lessee or to Lessee's office space a written notice of Lessor's intent to accelerate, then all rent for the remainder of the lease term shall be accelerated, due, and delinquent at the end of such 3-day notice period without further demand or notice. Such acceleration rights are in consideration of the rentals for the entire term being payable in monthly installments rather than in one lump sum at the beginning of the lease term. If Lessee has already vacated the leased premises, notice of acceleration may be delivered to Lessee pursuant to paragraph 27.1. Liability for additional rents accruing in the future (over and above any base rents) shall not be waived by such acceleration.

(d) *Acceleration upon early move-out.* City Council approved a no-acceleration clause whereby rent will be prorated through the end of the month in which the Lessee moves-out prior to the completion of the lease term.

(e) *Termination of possession.* If Lessee is in default as defined in subparagraph "a" above and if Lessee remains in default for three (3) days after Lessor gives notice of such default to Lessee, or if Lessee abandons the leased premises, Lessor may (with or without demand for performance) terminate Lessee's right of possession by giving one day's written notice to vacate; and Lessor shall be entitled to immediate possession without termination of Lessee's obligations under the lease. Lessor's repossession shall not be considered an election to terminate this lease unless written notice of such intention to terminate is given to Lessee by Lessor. Repossession may be by voluntary agreement or by eviction lawsuit. Commencement of an eviction lawsuit shall not preclude other Lessor remedies under this lease or other laws.

(f) *Reletting costs.* If Lessee is in default under this lease and if Lessor terminates Lessee's right of possession without terminating this lease and Lessee's space is released, Lessee shall pay upon Lessor's demand the following: (i) all costs of reletting (which in no event shall be less than one month's rent), including leasing commissions, rent concessions (whether in the form of assuming or buying out lease remainders elsewhere, free rent for a period of time, or reduced rental rates), utilities during the vacancy, advertising costs, administrative overhead, and all costs of repair, remodeling, or redecorating for replacement tenants in Lessee's office space, (ii) all rent and other indebtedness due from Lessee to Lessor through the date of termination of Lessee's right of possession, and (iii) all rent and other sums required to be paid by Lessee during the remainder of the entire lease term, subject to the acceleration paragraphs above.

(g) *Mitigation by Lessor.* Upon eviction or voluntary vacation of the leased premises by Lessee without the lease being terminated by Lessor, Lessor shall make reasonable efforts to relet the leased premises. After deduction of reasonable expenses incurred by Lessor, Lessee shall receive credit for any rentals received by Lessor through reletting the leased premises during the remainder of the lease term or renewal or extension period. Such deductible expenses may include real estate commissions, attorney's fees, and all other commercially reasonable expenses in connection with reletting. Lawsuit to collect amounts due by Lessee under this lease may be brought from time to time on one or more occasions without the necessity of Lessor's waiting until the expiration of the lease term. If judgment for accelerated rents is recovered, Lessor shall give credit against such judgment for subsequent payments made by Lessee and subsequent rentals received by Lessor from other tenants of Lessee's office space, less lawful deductions and expenses of reletting.

(h) *Termination of lease.* Lessor may terminate this lease upon default by Lessee or at any time after Lessor's lawful re-entry or repossession following default by Lessee. Lessor's agents have authority to terminate the lease only by written notice given pursuant to paragraph 29.1. After termination, Lessee shall remain liable to Lessor for all sums accruing and unpaid prior to termination and any year-end adjustments of building operating expense, prorated through the date of termination.

(i) *Damages.* In addition to other remedies, Lessor may recover actual damages incurred.

#### **20.1 Late Payment Fees and Other Expenses.**

Late payment fees as set forth in paragraph 3.2 shall be considered reasonable liquidated damages for the time, trouble, inconvenience, and administrative overhead expense incurred by Lessor in collecting late rentals, such elements of damages being uncertain and difficult to ascertain. Late payment fees shall not be liquidated damages for attorney's fees or for Lessor's loss of use of such funds during the time of delinquency. Whenever Lessee requests Lessor to take any action or give any consent required or permitted under this Lease, Lessee will reimburse Lessor for Lessor's reasonable costs incurred in reviewing the proposed action or consent, including reasonable attorneys', engineers', or architects' fees, within ten (10) days after Lessor's delivery to Lessee of a statement of such costs. Lessee shall be obligated to make such reimbursement without regard to whether Lessor consents to any such proposed action.

#### **21.1 Nonwaiver.**

The acceptance of monies past due or the failure to complain of any action, nonaction, delayed payment, or default, whether singular or repetitive, shall not constitute a waiver of rights or obligations under the lease. Lessor's or Lessee's waiver of any right or any default shall not constitute waiver of other rights, violations, defaults, or subsequent rights, violations, or defaults under this lease. No act or omission by Lessor or Lessor's agents shall be deemed an acceptance or surrender of the leased premises, and no agreement by Lessor to accept a surrender of the leased premises shall be valid unless it is in writing and signed by a duly authorized agent of Lessor.

#### **22.1 Transfer of Ownership by Lessor.**

If Lessor transfers ownership of the office building (other than as security for a mortgage) and if Lessor has delivered to the transferee all of Lessee's security deposits and any prepaid rents, Lessor shall be released from all liability under the lease for Lessor obligations (other than for Lessor defaults arising prior to the transfer and noted in any estoppel certificate signed by Lessee); and such transferee shall become liable as Lessor. Such right to be released of liability shall accrue to subsequent owners only if such transfer is in good faith and for consideration.

#### **23.1 Mortgages.**

Intentionally Deleted.

#### **24.1 Surrender of Premises.**

When Lessee moves out, Lessee shall surrender Lessee's office space in the same condition as on the date of lease commencement by Lessee (as changed or improved from time to time in accordance with this Agreement), less ordinary wear and tear. Removal of property from the leased premises is subject to paragraph 14.1. Upon surrender, Lessee shall provide Lessor with all of Lessee's keys, access codes and cards to the Leased Premises and the combination to all safes and vaults, if any in the Leased Premises.

#### **25.1 Holding Over.**

If Lessee remains in possession of the leased premises after the expiration of the lease (including valid lease extensions), then (i) Lessee shall be deemed to be occupying the leased premises as a tenant-at-sufferance on a daily basis, subject to all obligations of the lease, (ii) Lessee shall pay rent for the entire holdover period at the rate of 125% of the then-current rental rate under this lease, (iii) Lessee shall be subject to all other remedies of Lessor as provided in paragraph 19.1, and (iv) Lessee shall indemnify Lessor and/or prospective tenants for damages, including lost rentals, storage expenses, and attorney's fees. Holdover rents shall be immediately due on a daily basis and delinquent without notice or demand; and the prior written notice and waiting period requirements of this lease shall not be necessary in order for Lessor to exercise remedies thereunder. By written agreement of the parties, Lessee may avoid being subjected to the above terms and penalties by extending the lease term for a period of one month (and for as many one-month periods thereafter as agreed to by the parties) at a minimum rate of 125% of the then-current rental rate under this lease.

#### **26.1 Signs and Building Name.**

Except for standard suite signage and building directory listings, there shall be no signs, symbols, or identifying marks on or in the building, halls, elevators, staircases, entrances, parking areas, landscape areas, doors, walls, or windows without prior written approval of Lessor. All signs or lettering shall conform to the sign and lettering criteria established by Lessor. Unless otherwise agreed by the parties, suite signage and building directory changes shall be done exclusively by Lessor and at Lessee's expense. Lessor may remove all unapproved signs without prior notice to Lessee and at Lessee's expense.

#### **27.1 Notices.**

A 60-day written notice is required and must be provided by the Lessee to the Lessor should the Lessee intend to terminate lease agreement and move-out from leased premises prior to the completion of this 12-month lease agreement. Whenever written notice is required or permitted under this lease, such notice shall be in writing and shall be either (i) hand delivered personally to the party being notified, (ii) hand delivered to or inside such party's mailing address, (iii) delivered by fax provided there is a fax transmittal confirmation, or (iv) delivered at such party's mailing address by overnight commercial courier or by certified mail, return receipt requested. The mailing address of Lessor shall be the address to which Lessee normally mails or delivers the monthly rent unless Lessor notifies Lessee of a different address in writing. The mailing address of Lessee shall be Lessee's office space under this lease unless Lessee notifies Lessor of a different address in writing. Notice by noncertified mail is sufficient if actually received by the addressee or an employee or agent of addressee. The term "notice" shall be inclusive of notices, billings, requests, and demands.

#### **28.1 Successors.**

This lease shall bind and inure to the benefit of the parties, any guarantors of this lease, and their respective successors and assigns.

#### **29.1 Building Operating Expense.**

Unless otherwise agreed by the parties in writing, Lessor shall not charge Lessee for Building Operating Expenses, except those expenses defined in Section 8.2 of this Agreement. Valid charges for Building Operating Expenses including monthly electric utility service costs shall be invoiced pursuant to Section 3.1, and shall be provided to Lessee in writing. Lessee shall include payment of any outstanding Building Operating Expenses in its next regular rent payment.

#### **30.1 Representations and Warranties by Lessor.**

Lessor warrants that Lessor is the sole owner of the land and improvements comprising the Lease Premises and that Lessor has full right to enter into this lease. Lessor's duties and warranties are limited to those expressly stated in this lease and shall not include any implied duties or implied warranties, now or in the future. No representations or warranties have been made by Lessor other than those expressly contained in this lease.

#### **31.1 Place of Performance.**

Unless otherwise expressly stated in this lease, all obligations under this lease, including payment of rent and other sums due, shall be performed in the county where the office building is located, at the address designated from time to time by Lessor.

#### **32.1 Miscellaneous.**

This lease contains the entire agreement of the parties. **NO OTHER WRITTEN OR ORAL PROMISES OR REPRESENTATIONS HAVE BEEN MADE, AND NONE SHALL BE BINDING.** This lease supersedes and replaces any previous lease between the parties on Lessee's office space, including any renewals or extensions thereunder. Except for reasonable changes in written rules, this lease shall not be amended or changed except by written instrument, signed by both Lessor and Lessee. **LESSOR'S AGENTS DO NOT AND WILL NOT HAVE**

**AUTHORITY TO (1) MAKE EXCEPTIONS, CHANGES OR AMENDMENTS TO THIS LEASE, OR FACTUAL REPRESENTATIONS NOT EXPRESSLY CONTAINED IN THIS LEASE, (2) WAIVE ANY RIGHT, REQUIREMENT, OR PROVISION OF THIS LEASE, OR (3) RELEASE LESSEE FROM ALL OR PART OF THIS LEASE, UNLESS SUCH ACTION IS IN WRITING AND SIGNED BY BOTH PARTIES TO THIS LEASE.** Multiple lessees shall be jointly and severally liable under this lease. Notices, requests, or agreements to, from, or with one of multiple lessees shall be deemed to be to, from, or with all such Lessees. Under no circumstances shall Lessor or Lessee be considered an agent of the other. The lease shall not be construed against either party more or less favorably by reason of who drafted the lease or changes in the lease. Texas law applies. If any date of performance or exercise of a right ends on a Saturday, Sunday, or state holiday, such date shall be automatically extended through the next business day. Time is of the essence; and all performance dates, time schedules, and conditions precedent to exercising a right shall be strictly adhered to without delay except where otherwise expressly provided. Time for performance of non-monetary obligations of either party shall be reasonably extended to the extent delay is caused by force majeure (i.e. a cause such as riot, strikes, etc., beyond the control of the party obligated to perform). If any provision of this lease is invalid under present or future laws, the remainder of this lease shall not be affected.

**33.1 Exhibit List.**

The exhibits attached to this lease are listed below. All exhibits are hereby incorporated in this Agreement by reference as if written fully herein.

Exhibit A	Floor Plan of Lessee's Office Space
Exhibit B	Legal Description of Office Building
Exhibit K	Hazardous Materials Statement
Exhibit X	ATM Access Overview


**34.1 Authority to Sign.**

The names and signatures of all parties are shown below; and all persons signing have been duly authorized to sign.

(Signatures are located on the following page)

Building name: 111 N. Front Street  
Lessor's Name: City of Kyle, Texas  
Lessee's name: Hays County, Texas

Page 11

Lessor initials:   
Lessee initials: \_\_\_\_\_

LESSOR

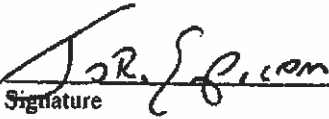
CITY OF KYLE

A TEXAS HOME-RULE MUNICIPALITY

Printed name of company or firm (if applicable)

JAMES R. EARP, CPM

Printed name of person signing



Signature

Interim City Manager

Title of person signing (if applicable)

100 W. Center Street, Kyle, Texas 78640

Lessor Address

Jan. 05. 2011

Date signed (Please initial all pages and exhibits)

LESSEE

HAYS COUNTY

A POLITICAL SUBDIVISION OF THE STATE OF TEXAS

Printed name of company or firm (if applicable)

BURT COBB, M.D.

Printed name of person signing

Signature

County Judge

Title of person signing (if applicable)

111 E. San Antonio, San Marcos, Texas 78666

Lessee Address

Date signed (Please initial all pages and exhibits)


Attest: \_\_\_\_\_

County Clerk

Building name: 111 N. Front Street

Lessor's Name: City of Kyle, Texas

Lessee's name: Hays County, Texas

Lessor initials: 

Lessee initials: \_\_\_\_\_

EXHIBIT A  
(two pages)

**Floor Plan of Lessee's Office Space**  
(see paragraph 1.1 of lease)

Building Name: 111 N. Front Street Usable SF: 8,098  
Suite Number(s): ALL Rentable SF: 8,098

The parties agree that the floor plan outlined in bold or hashmarked below is a true and correct diagram of Lessee's office space referred to in paragraph 1.1.

(SEE THE FOLLOWING PAGE)

Building name: 111 N. Front Street  
Lessor's Name: City of Kyle, Texas  
Lessee's name: Hays County, Texas

Page 13

Lessor initials: (13)  
Lessee initials: \_\_\_\_\_




EXHIBIT B  
(one page)

**Legal Description of Office Building**  
by lot, block, subdivision, and county or  
by metes and bounds description  
(see paragraph 1.1 of lease)

Legal Description: ORIGINAL TOWN OF KYLE, BLOCK 3, LOT 5-6-7-8-9-10 & 22 FT OF 4, ACRES 0.4146  
Acreage: 0.4146  
Cross Reference: 11-4635-0300-00400-2  
Undivided Interest: 100%  
Exemption Codes:  
Entity Codes: CKY (CITY OF KYLE)  
EH2 (Hays CISD - CED)  
FHA (HAYS CO ES DIST #5)  
GHA (HAYS COUNTY)  
PCC (PLUM CREEK CONSERVATION DIST)  
RSP (SPECIAL ROAD)  
SHA (HAYS CISD)  
WEU (Edwards Undgr Water Dist)  
WPC (PLUM CREEK UNDERGROUND WATER)

Building name: 111. N. Front Street  
Lessor's Name: City of Kyle, Texas  
Lessee's name: Hays County, Texas

Page 14

Lessor initials:   
Lessee initials: \_\_\_\_\_

### Hazardous Materials Statement

Various materials utilized in the construction of any improvements to the property or in the use thereof, past or present, may contain materials that have been or may in the future be determined to be hazardous. For example, some electrical transformers and other electrical components can contain PCBs, and asbestos may have been used in a wide variety of building components such as fire-proofing, air duct insulation, acoustical tiles, spray-on acoustical materials, linoleum, floor tiles and plaster. Such substances may be present on or in soils, underground water, building components or other portions of the leased premises in areas that may or may not be accessible or noticeable.

Current federal, state and local laws and regulations may require the clean-up of such hazardous or undesirable materials.

Lessor, real estate brokers, and leasing agents in this transaction have no expertise with respect to hazardous materials and have not made, nor will any of their statements constitute representations, either express or implied, regarding the existence or nonexistence of hazardous materials in or on the leased premises.

Building name: 111 N. Front Street  
Lessor's Name: City of Kyle, Texas  
Lessee's name: Hays County, Texas

Page 15


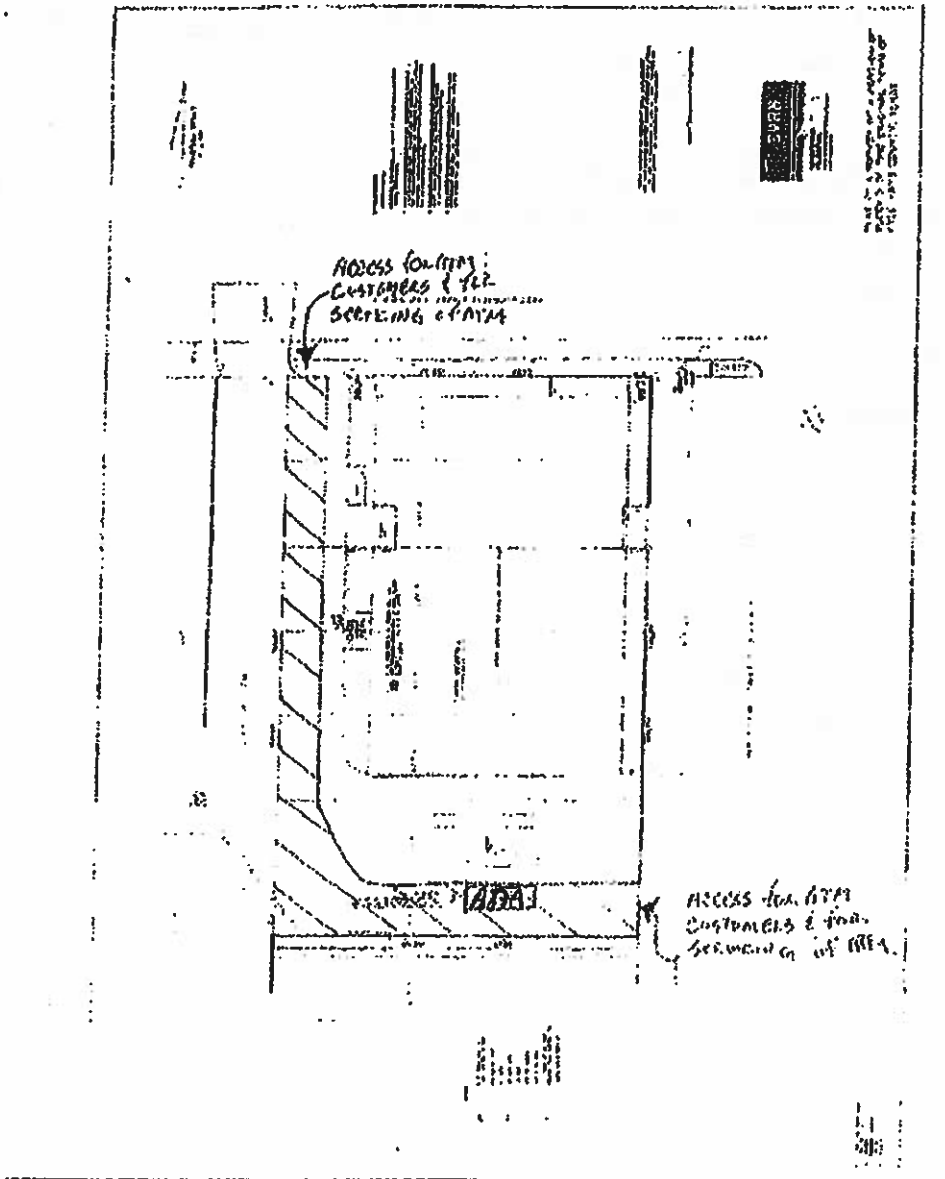
Lessor initials:   
Lessee initials: \_\_\_\_\_

EXHIBIT X



*[Handwritten signature]*  
⑦

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and Possible Action to authorize the County Judge to execute a Texas 1033 Surplus Property Program Application Letter and Release of Liability for the Hays County Sheriff's Office.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** STRAIN/KENNEDY

**SPONSORED BY:** COBB

**SUMMARY:** Section 1033 of the National Defense Authorization Act of 1997 authorizes the Department of Defense to transfer excess military property to state and local law enforcement agencies.

# TEXAS 1033 SURPLUS PROPERTY PROGRAM

## RELEASE OF LIABILITY

AGENCY: Hays County Sheriff's Office,

San Marcos, Texas  
City / County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property").

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation, and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the State of Texas or the Texas Joint Military Forces to provide appropriate or adequate training to any person using the Transferred Property.

The Department of Defense, the State of Texas nor the Texas Joint Military Forces assumes any liability for damages or injuries to any person or property arising from the use the Transferred Property. By signing this agreement, the LEA agrees to be solely responsible for any and all suits, actions, demands or claims of any nature arising from the use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. The Department of Defense, the State of Texas nor the Texas Joint Military Forces make any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine gun" found in 26 U.S. C. 584(b)\* must be registered with the Bureau of Alcohol, Tobacco, and Firearms (BATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide the State Coordinator's Office a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

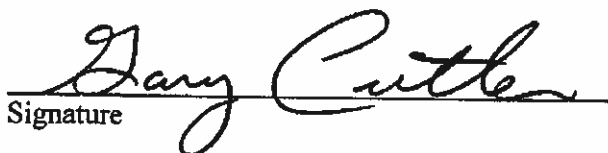
The LEA acknowledges that it is solely responsible for any and all costs associated with the transferred Property, including but not limited to, packing, crating, handling, transportation, repossession, and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with written approval from the State Coordinator's Office and in accordance with local, state, federal laws, and the regulations and guidelines of the 1033 Program prescribed by the Law Enforcement Support Office. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapons parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

By signing below, the Agency Chief Executive Official and the Authorized Official acknowledge and understand all previously stated guidelines and conditions.

**AGENCY CHIEF EXECUTIVE OFFICIAL<sup>1</sup>:**

  
Signature

1/7/2011  
Date

Gary Cutler/Sheriff  
Name / Title

**AUTHORIZED OFFICIAL<sup>2</sup>:**

\_\_\_\_\_  
Signature

1/7/2011  
Date

Bert Cobb/County Judge  
Name / Title

\* The National Firearms Act, 26 U.S.C. section 5801 et seq., defines a firearm to include machine gun. 26 U.S.C. Section 5845(a)(6). That same act, defines a machinegun as follows:

The term "machine gun" means any weapon which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot, without manual reloading, by a single function of the trigger. The term shall also include the frame or receiver of any such weapon, any combination of parts designed and intended, for use in converting a weapon into a machine gun, and any combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

<sup>1</sup> Agency Chief Executive Official – Chief of Police or County Sheriff.

<sup>2</sup> Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

# TEXAS 1033 SURPLUS PROPERTY PROGRAM APPLICATION LETTER

TO: JFTX-LES-CD/1033  
ATTN: Texas 1033 Program  
2200 W. 35<sup>TH</sup> Street  
BLDG 41  
Austin, TX 78703

AGENCY: Hays County Sheriff's Office

SUBJECT: Request Authorization for Screening and Receiving Surplus Property

1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.
2. We, the undersigned, understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.
3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices (DRMO) within fourteen (14) days or sooner if so directed by the DRMO. Failure to claim and remove property may result in the redistribution of the property to another agency.
4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest and apprehension mission. Transferred property may not be disposed of, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program, including instances in which property is no longer serviceable for law enforcement use.
5. We understand and acknowledge that at no time can transferred aircraft or weapons be sold. Additionally, assigned aircraft or weapons can not be disposed of, bartered or transferred without written consent from the Texas 1033 Program. Failure to comply will result in eternal termination from the program and possible civil or criminal prosecution.
6. We have read and understand, in its entirety, the Texas Military Surplus Property and Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.
7. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet each year prior to the one year anniversary of our Authorization Letter and/or when there are administration changes and a new LEA Data Sheet when there are any personnel changes. Failure to comply may result in suspension from the program and possible termination.

9. We understand that the inventory form (TX 1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted annually with the application packet to maintain compliance with program policies. Failure to comply may result in suspension of the program and possible termination.

10. We understand that if a vehicle is obtained through the Texas 1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.

**AGENCY CHIEF EXECUTIVE OFFICIAL<sup>1</sup>:**

  
Signature

1/7/2011  
Date

Gary Cutler/Sheriff  
Name / Title

**AUTHORIZED OFFICIAL<sup>2</sup>:**

\_\_\_\_\_  
Signature

1/7/2011  
Date

Bert Cobb/County Judge  
Name / Title

<sup>1</sup> Agency Chief Executive Official – Chief of Police or County Sheriff.

<sup>2</sup> Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director.



## *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 Change Order #1 with Myers Concrete Construction, LP, for the Winters Mill Parkway Trail, in the amount of \$54,279.59.

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

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:** \$54,279.59

**LINE ITEM NUMBER OF FUNDS REQUIRED:** 020-710-99-048.5611 / 147-813-97-048.5611

**REQUESTED BY:** Hauff

**SPONSORED BY:** Conley

#### **SUMMARY:**

On August 3, 2010 the Commissioners Court authorized award of the bid for the Winter's Mill/Blue Hole Loop Trail project to Myers Concrete Construction, in the amount of \$367,417.20. This Change Order (#1) is for \$54,279.59 and involves work including the installation of additional erosion control devices, including rock berms and hay logs, primarily for that section of the trail in Blue Hole Park; additional concrete sidewalk to harden areas of the trail subject to water erosion to minimize future maintenance requirements; additional elevated concrete walk for similar reasons; pipe culvert modifications for the trail crossing on Deer Creek; drainage modifications at a trail/culvert outfall along Winter's Mill Parkway; modifications to the eastern Baptist Church driveway along Winter's Mill Parkway to achieve ADA-required trail grades and permit adequate vehicle access to the Church; and two additional concrete driveway crossings along Winter's Mill Parkway. Credits are included for reduced pedestrian rail and granite trail quantities. The revised contract amount will be \$421,696.79, within allowable contract increases.

This project is funded by a grant from the Texas Department of Transportation (TxDOT) and Hays County Park Bond Interest allocation, on an 80/20 matching basis, and funds made available from the Village of Wimberley. Adequate funding is available to cover the Change Order. The TxDOT will need to also approve this Change Order, pending Hays County approval.

# MYERS CONCRETE CONSTRUCTION, LP

P.O. BOX 2928 WIMBERLEY, TEXAS 78676

512-847-8000 Wimberley 512-842-5000 Austin Metro 512-847-3831 Fax  
[www.myersconcrete.com](http://www.myersconcrete.com) email: [info@myersconcrete.com](mailto:info@myersconcrete.com)

HUB/WBE Certified

Hays County, Texas  
Project: Winters Mill Trail

January 12, 2011

## Change Order #1

### 1) Bid Item No. 12 – Pedestrian Rail

Total Measurements 198 LF

(Original Contract 273 LF) = CREDIT of 75 LF

**75 LF @ \$87.60/LF = <\$6,570.00>**

**Additional Days - 0**

### 2) Install Hay Log in 7 different areas and maintain throughout project

Total Measurements 130 LF

**130 LF @ \$10.00/LF = \$1,300.00**

**Additional Days - 1**

### 3) Install Rock Berm by hand in 6 different areas and maintain throughout Project - Total Measurements 145 LF

#### a. 4 loads of new rock

Total for item a - \$1,000.00

#### b. Tractor work (over a 4 day period) including backhoe, bobcat, to help hand stack rock

Total for item b - \$900.00

#### c. 152 man hours (4men/4days, 9.5hour/day) @ \$35/hour includes labor, profit, taxes, and insurance

Total for item c - \$5,320.00

#### d. Chicken wire and ties

Total for item d - \$475.00

#### e. Maintain trail including removing any silt build-up throughout project

Total for item e - \$950.00

#### f. demo and haul off from site the rock berms and smooth out area.

Total for item f - \$1,000.00

**145 LF @ \$66.52/LF = \$9,645.40**

**Additional Days - 4**

4) Bid Item No. 9 – Concrete Sidewalk

Total Measurement 1,775 SY

(Less Original contract 1,048 SY) = Additional 794 SY

794 SY @ \$37.30/SY = \$29,616.20

Additional Days - 8

5) Bid Item No. 10 – 10' Elevated Concrete walk

Total Measurement ~~31~~<sup>33</sup> EA

(Less Original contract ~~8~~<sup>33</sup> EA) = Additional 6 EA

6 EA @ \$1,635.00/EA = \$9,810.00

Additional Days - 5

6) Bid Item No. 8 – 10' Granite Trail

Total Measurement 12,873 LF

(Original Contract 13,568 LF) = CREDIT of 735 LF

735 LF @ \$11.20/LF = <\$8,232.00>

Additional Days – (5)

7) Pipe Culvert Modifications raising of flow line up 18"

Fill low spots with rock & mortar (42'x 10'x 4'deep)

Place 60 CY of rock to fill in low spots on upstream side

Hold in place with concrete/mortar on upstream side only

60 CY @ \$95/CY = \$5,700.00

Additional Days - 2

8) Culvert Drainage Outfall modifications

a. Excavate rock materials for concrete & rock rip-rap includes haul off and install subgrade for concrete

Total for item a – 20CY @ \$190/CY = \$3,800.00

b. Install concrete rip-rap = 11.75 CY @ \$335.76/CY = \$3,945.18

c. Install concrete dissipaters with rip-rap doveled into existing rip-rap with ½" rebar

Total for item c – 1.5 CY @ \$800/CY = \$1,200.00

Total for item 8 = \$8,945.18

Additional Days - 4

### 9) Church Driveway Modifications

- a. Saw cut demo, and haul off existing concrete driveways**

**Total for item a – 27.22 SY @ \$33.92/SY = \$923.30**

- b. Install base rolled and compacted to raise new concrete drive to match

**Total for item b – 27.22 SY @ \$30/SY = \$816.60**

- c. elevation to new concrete on trail**

- d. Install concrete 6" thick – 19 SY @ \$37.30/SY**

(does not include 10' wide section of concrete on existing bid)

**Total for item d – 19 SY@ \$37.30/SY = \$708.70**

**Total for item 9 = \$2,448.60**

### Additional Days - 1

- 10) Install 2 additional concrete driveways crossings  $(17'+5') \times 10'$  and  $(12'+5') \times 10' = 43.33$  SY along Winters Mill

### Excavate and haul off

**Install concrete 6" thick for driveways**

**43.33 SY @ \$37.30/SY = \$1,616.21**

### Additional Days - 1

- 11) Net Increase in Contract Time (Days) – 21 Days**

**Total for all work listed above - \$54,279.59**

**Original Contract Amount - \$367,417.20**

**New Contract Amount - \$421,696.79**

Randy Myers 12/11  
Myers Concrete Construction, LP Date

  
Land Design Partners

1.12.11  
Date

## Hays County

Date \_\_\_\_\_

TX Dot

Date \_\_\_\_\_

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Discussion and possible action to authorize the County Judge to execute Change Order #1 with Myers Concrete Construction, LP, for the Winters Mill Parkway Trail, in the amount of \$54,279.59.

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

## **COUNTY AUDITOR**

**AMOUNT:** \$54,279.59

**LINE ITEM NUMBER:** 020-710-99-048.5611 / 147-813-97-048.5611

**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:** \_\_\_\_\_

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to execute a Contract for Engineering Services Supplemental #4 to the Professional Services Agreement with Lockwood, Andrews & Newnam, Inc. (LAN).

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:** N/A

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

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

**SPONSORED BY:** Commissioner Precinct 2 Mark Jones.

**SUMMARY:** LAN is the agency proposed to provide ROW services for the IH 35 Phase I (CR 210) project; Supplemental #4 to the PSA will allow for the completion of :

1. Procurement an updated appraisal reports on Parcel 3 for the TxDOT Channel Drainage Easement (Tract 2 only). Contract with Rutherford Real Estate to review the appraisal report.
2. Contract with Capital Survey to make survey changes to Parcel "X" to bring it to TxDOT standards; complete exchange of TxDOT Surplus ROW
3. Coordinate and complete the abandonment of the County ROW on Parcel 16 (CR 122) to the adjacent property owners ; There will be a split of N1/2 to Parcel 15, and S1/2 to Parcel 17, this will be conveyed to all parties holding title; field notes being prepared by Doucet.
4. 4. Finalize negotiations and close on Parcel "XX" - Eastbourne Hays.

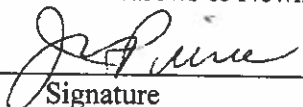
See attachment.



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

**ENGINEER:**

Lockwood Andrews & Newman, Inc.

By:   
Signature

James M. Pierce  
Printed Name

Associate  
Title

1-12-11  
Date

**COUNTY:**

Hays County, Texas

By: \_\_\_\_\_  
Signature

Bert Cobb, M.D.  
Printed Name

Hays County Judge  
Title

\_\_\_\_\_  
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

(a) **AGENDA ITEM: Discussion and possible action to accept the annual racial profile report from Constable Pct. 3**

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

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Constable Darrell Ayres

**SPONSORED BY:** Commissioner Will Conley

**SUMMARY:**

**Please see the attached report.**



**DARRELL W. AYRES**  
**CONSTABLE**  
**HAYS COUNTY PRECINCT 3**



1/12/2011

Since January 1, 2003, the Hays County Constables Office of Precinct 3 in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting contact data for the purpose of identifying and responding (if necessary) to concerns regarding racial profiling practices. It is my hope that the findings provided in this report will serve as evidence that the Precinct 3 Constables Office continues to strive towards the goal of maintaining strong relations with the community.

In this report, the reader will encounter several sections designed at providing background information on the rationale and objectives of the Texas Racial Profiling Law. Other sections contain information relevant to the institutional policies adopted by this department that banish the practice of racial profiling among its officers.

The final components of this report provide statistical data relevant to the public contacts made during the period of 1/1/2003 through 12/31/2010. This information has been analyzed and broken down for you to review. It is my sincere hope that the channels of communication between community leaders and the Precinct 3 Constables Office continue to strengthen as we move forward to meet the challenges of the near future.

Sincerely,

A handwritten signature in dark ink that reads "Darrell W. Ayres".

Darrell W. Ayres  
Constable, Precinct 3  
Hays County, Texas

P.O. Box 1316 / 14306 Ranch Road 12, # 10, Wimberley, Texas 78676

Fax: 512-847-7352 Office: 512-847-5532 e-mail: darrell\_ayres@co.hays.tx.us



**DARRELL W. AYRES**  
**CONSTABLE**  
**HAYS COUNTY PRECINCT 3**



Annual report to the HAYS COUNTY COMMISSIONERS COURT and TCLEOSE for the Calendar year 2010, in compliance with S.B. 1074-76<sup>th</sup> regular session of the Texas Legislature amended by H.B. 3389 81<sup>st</sup> regular session.  
(Racial Profiling Report)

Race/Ethnicity*	Contacts	Searches	Consensual Searches	Probable Cause Searches	Custodial Arrest*
Number of each					
Caucasian	72				
African					
Hispanic	16	5	1	4	1
Asian					
Native American					
Middle Eastern					
Other					
Total	88	5	1	4	1

*\*Race/Ethnicity are defined by Senate bill 1074 as being of a "particular descent, including: Caucasian, African, Hispanic, Asian, Middle Eastern Descent or Native American."*

*\*Custodial Arrests are arrests made only at a traffic or pedestrian stop. They do not include arrests made by warrants or court orders or criminal investigations.*

Number of Males 59 Females 29

Racial/Ethnicity Known before the Stop 7 / Unknown 81

The above information pertains to traffic and pedestrian stops only.

Submitted on 1/12, 2011 By Darrell W. Ayres  
Constable

P.O. Box 1316 / 14306 Ranch Road 12, # 10, Wimberley, Texas 78676

Fax: 512-847-7352 Office: 512-847-5532 e-mail: darrell\_ayres@co.hays.tx.us

### **Summary Statement**

The findings suggest that the Pct. 3 Constables Office does not currently experience a problem regarding racial profiling practices. This is supported by the fact that it has not received complaints from community members regarding officers misconduct associated with racial profiling practices.

The continuing effort to collect contact data will assure an on-going evaluation of the this Departments practices. Thus, allowing for the citizens of the community to benefit from professional and courteous service from their Constables Office.

## **Checklist**

(I) The following requirements **must** be met by all law enforcement agencies in the State of Texas:

- ☐ Clearly defined act of actions that constitute racial profiling
- ☐ Statement indicating prohibition of any peace officer employed by the Precinct 3 Constable's office from engaging in racial profiling
- ☐ Implement a process by which an individual may file a complaint regarding racial profiling violations
- ☐ Provide public education related to the complaint process
- ☐ Implement disciplinary guidelines for officer found in violation of the Texas Racial Profiling Law
- ☐ Collect data (Tier 1) that includes information on
  - a) Race and ethnicity of individual detained
  - b) Whether a search was conducted
  - c) If there was a search, whether it was a consent search or a probable cause search
  - d) Whether a custody arrest took place
- ☐ Produce an annual report on police contacts (Tier 1) and present this to local governing body by March 1 of each year.
- ☐ Adopt a policy, if video/audio equipment is installed, on standards for reviewing video and audio documentation

## Community Partnerships

Although the Precinct 3 Constables Office has always enjoyed the support from the community, since January 1, 2003, it has made extraordinary efforts to reach out to community leaders. This effort has been well received in the Wimberley Valley, surrounding communities and all of Precinct 3.

The Pct. 3 Constables Office, through its public information officer, has kept the public informed of the traffic contact data collection effort. Further, it plans to present the data analyzed, on or before March 1 of each year, to members of the Commissioners Court and TCLEOSE. This will be done in an effort to keep community leaders informed on the current practices of this office and to be in compliance with current state statutes.

## **Training**

In compliance with the Texas Racial Profiling Law, the Pct. 3 Constables Office has asked that all its officers adhere to all Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.

All officers from the this Department have been asked to complete a TCLEOSE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. A person who on September 1, 2001, held a TCLEOSE intermediate proficiency certificate, or who had held a peace officer license issued by TCLEOSE for at least two years, will complete a TCLEOSE training and education program on racial profiling not later than September 1, 2003.

This fulfills the training requirement as specified in the Education Code (96.641) of the Texas Racial Profiling Training law.

## **Video Policy**

Each motor vehicle regularly used by this department to make traffic and pedestrian stops is equipped with a video camera and transmitter-activated equipment; and

Each traffic and pedestrian stop made by an officer of this department that is capable of being recorded by video and audio, or audio, as appropriate, is recorded.

It is the policy of this department that it is to retain the video and audiotapes, or the audiotape of each traffic and pedestrian stop for at least ninety (90) days after the date of the stop. If a complaint is filed with this department alleging that one of our officers has engaged in racial profiling with respect to a traffic or pedestrian stop, this department retains the video and audiotapes, or the audiotape of the stop until final disposition of the complaint.

Supervisors ensure that officers of this department are recording their traffic and pedestrian stops. A recording of each officer will be reviewed at least once every ninety (90) days.

\*If the equipment used to record audio and/or video of traffic or pedestrian stops is malfunctioning or otherwise not operable, the officer making the stop is encouraged to properly record and report the information in written form.

*\*(Footnote: In the event of equipment failure; as a consideration, agencies may wish to manually collect data when audio and/or video equipment is temporarily non-operational. An agency that chooses to collect data manually should incorporate the information as contained in Policy B Section VIII).*

*It is the policy of this department to write either a citation or warning whenever a traffic stop is made.*



### **Corrective Action**

It is the policy of the Pct. 3 Constables Office that any officer who, after an internal investigation, has been found guilty of engaging in racial profiling, that one of the following series of disciplinary measures is taken (as per the recommendation of the chief of police):

- 1) Officer is retrained in racial sensitivity issues
- 2) Officer is suspended and as a condition of further involvement with the department is asked to undergo racial sensitivity training
- 2) Officer is terminated

### **Data on Corrective Action**

The following table contains data regarding officers that have been the subject of a complaint, during the time period of 1/1/2010---12/31/2010, based on allegations outlining possible violations related to the Texas Racial Profiling Law. The final disposition of the case is also included.



Check above if the Pct. 3 Constables Office has not received any complaints, on any members of its staff, for having violated the Texas Racial Profiling Law during the time period of 1/1/2010 ---- 12/31/2010.

**Complaints Filed for Possible Violations of S.R. 1074 (The Texas Racial Profiling Law)**

<b>Complaint No.</b>	<b>Alleged Violation</b>			<b>Disposition of the Case</b>

## **Recommendations**

Based on the findings introduced in this report, the Constable has agreed to adopt the following measures aimed at addressing potential racial profiling problems.

- Provide further racial sensitivity training to its Constable personnel
- Disseminate information to all Deputies regarding the guidelines of behavior acceptable under the adopted Texas Racial Profiling Law
- Seek outside resources to an Early Warning System
- Keep Commissioners Court and other officials informed of measures being implemented at the Precinct 3 Constable's Office.
- Require all Deputies to take training for Legislative Updates

# **Racial Profiling Policy**

## **I. PURPOSE**

The purpose of the policy is to reaffirm the Constables Office of Precinct 3, Hays County's commitment to unbiased policing in all its encounters between officer and any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictates of departmental policy and the law.

## **II. POLICY**

It is the policy of this department to police in a proactive manner and, to aggressively investigate suspected violations of law. Officers shall actively enforce state and federal laws in a responsible and professional manner, without regard to race, ethnicity or national origin. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers, passengers or pedestrians.

Officers shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. Two of the fundamental rights guaranteed by both the United States and Texas constitutions are equal protection under the law and freedom from unreasonable searches and seizures by government agents. The right of all persons to be treated equally and to be free from unreasonable searches and seizures must be respected. Racial profiling is an unacceptable patrol tactic and will not be condoned.

This policy shall not preclude officers from offering assistance, such as upon observing a substance leaking from a vehicle, a flat tire, or someone who appears to be ill, lost or confused. Nor does this policy prohibit stopping someone suspected of a crime based upon observed actions and/or information received about the person.

## **III. DEFINITIONS**

**Racial Profiling** – A law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Racial profiling pertains to persons who are viewed as suspects or potential suspects of criminal behavior. The term is not relevant as it pertains to witnesses, complainants or other citizen contacts.

The prohibition against racial profiling does not preclude the use of race, ethnicity or national origin as factors in a detention decision. Race, ethnicity or national origin may be legitimate factors in a detention decision when used as part of an actual description of a specific suspect for whom an officer is searching. Detaining an individual and conducting an inquiry into that person's activities simply because of that individual's race, ethnicity or national origin is racial profiling. Examples of racial profiling include but are not limited to the following:

1. Citing a driver who is speeding in a stream of traffic where most other drivers are speeding because of the cited driver's race, ethnicity or national origin.
2. Detaining the driver of a vehicle based on the determination that a person of that race, ethnicity or national origin is unlikely to own or possess that specific make or model of vehicle.
3. Detaining an individual based upon the determination that a person of that race, ethnicity or national origin does not belong in a specific part of town or a specific place.

A law enforcement agency can derive at two principles from the adoption of this definition of racial profiling:

1. Officers may not use racial or ethnic stereotypes as factors in selecting whom to stop and search, while police may use race in conjunction with other known factors of the suspect.
2. Law enforcement officers may not use racial or ethnic stereotypes as factors in selecting whom to stop and search. Racial profiling is not relevant as it pertains to witnesses, etc.

**Race or Ethnicity** – Of a particular decent, including Caucasian, African, Hispanic, Asian, Native American, or Middle Eastern Decent.

**Pedestrian Stop** – An interaction between a peace officer and an individual who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

**Traffic Stop** – A peace officer that stops a motor vehicle for an alleged violation of a law or ordinance regulating traffic.

#### **IV. CITATION DATA COLLECTION & REPORTING**

An officer is required to collect information relating to traffic stops in which a citation is issued. On the citation officers must include:

1. the violators race or ethnicity;
2. whether a search was conducted;
3. was the search consensual; and
4. arrest for this cited violation or any other violation.

By March of each year, the department shall submit a report to their governing board that includes the information gathered by the citations. The report will include:

1. a breakdown of citations by race or ethnicity;
2. number of citations that resulted in a search;
3. number of searches that were consensual; and
4. number of citations that resulted in custodial arrest for this cited violation or any other violation.

Not later than March 1<sup>st</sup> of each year, this department shall submit a report to our governing body containing this information from the preceding calendar year.

## *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 RESULTS OF BALLOTS RECEIVED FROM RECORD OWNERS OF PROPERTY ON PIEDRAS PASS IN THE ROCKY RANCH ACRES SECTION 2 SUBDIVISION REGARDING IMPROVEMENTS AND ASSESSMENT OF THE COST PURSUANT TO TEXAS TRANSPORTATION CODE CHAPTER 253 WITH ACTION ORDERING THE IMPROVEMENTS AND ASSESSING THE COST OF THE IMPROVEMENTS**

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

**PREFERRED MEETING DATE REQUESTED: JANUARY 18, 2011**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: GONZALEZ**

**SPONSORED BY: COBB**

**SUMMARY:**

**RESULTS OF THE RETURNED BALLOTS WILL BE PRESENTED IN COURT.**

PIEDRAS PASS HOME OWNERS.xls

PROPERTY OWNER	ADDRESS	CITY	ZIP	LOT
LUNSFORD EUGENE & ELLENE	P O BOX 1785	SM	78667-1785	LOT 3 PT
DUBOSE AMY & WILLIAM	3280 HILLIARD RD	SM	78666	LOT 3 PT
ROCA DAVID & JOYCE L	510 PIEDRAS PASS	SM	78666	LOT 7
VILLALOBOS WERNER M & MARTINEZ MARIA E	8109 VERBANK VILLA DR	AUSTIN	78747	LOT 8
SCHILLER, TRAVIS SCOTT	P O BOX 983	SM	78667-0983	LOT 9
BENTON, MILLICENT (RICHESON)	600 PIEDRAS PASS	SM	78666	LOT 10A
MOORE JON L & CHRISTY L	700 PIEDRAS PASS	SM	78666-8372	LOT 11
KING, GARY D	800 PIEDRAS PASS	SM	78666	LOT 12
BURNS, ERNEST E	557 PIEDRAS PASS	SM	78666	LOT 13 PT
BECK DANIEL N & DEBBIE	555 PIEDRAS PASS	SM	78666	LOT 13 PT
RAMOS LUIS H & JUDY L	525 PIEDRAS PASS	SM	78666	LOT 13 PT
COMBS, EARL	4700 HILLIARD RD	SM	78666	LOT 14
BURNS, ERNEST EUGENE, Jr	601 PIEDRAS PASS	SM	78666	LOT 16A
HOPE DAVID L & MARY C	P O BOX 1446	SM	78667-1446	LOT 16B PT
HOPE DOROTHY	P O BOX 1214	SM	78667-1214	LOT 16B PT
BOLDT JOHN & MARY JO	701 PIEDRAS PASS	SM	78666	LOT 17
SILBERNAGEL, LYLE M	3712-A ENFIELD RD	AUSTIN	78703	LOT 18
TAYLOR, SHERRY ELAINE	519 WILLOW CREEK CIR	SM	78666	LOT 21
EDWARDS, EDDIE MACK	1109 MLK BLVD	SM	78666	LOT 22
FAJKUS CHUCK & SHIRLEY	110 PIEDRAS PASS	SM	78666	LOT 23
ACORN LAND CORP INC	3510 N ST MARYS ST STE 210	SA	78212-3164	LOT 24
MANN CARL CHRISTOPHER & HART WILLIAM JR & THERESA M	300 PIEDRAS PASS	SM	78666	LOT 25
HART FRANK & THERESA	304 PIEDRAS PASS	SM	78666	LOT 25
ESPINOZA, PETRONILO, JR	413 COLUMBIA CIR	SM	78666	LOT 26
JOHNSON, ROBERT C	400 PIEDRAS PASS	SM	78666	LOT 27 PT
LIZOTTE ROBERT & JANET	310 PIEDRAS PASS	SM	78666	LOT 27-28 PT
CHAPMAN, LESLIE C	440 PIEDRAS PASS	SM	78666-8445	LOT 29
DICKERSON, APRIL M COMBS	127 PECAN PARK DR	SM	78666	
WIEDE, THOMAS W	201 PIEDRAS PASS	SM	78666	LOT 31
ACORN LAND CORP INC	3510 N ST MARYS ST STE 210	SA	78212-3164	LOT 32B
LANDERS, THOMAS WAYNE	265 PIEDRAS PASS	SM	78666	LOT 32C
ACORN LAND CORP INC	3510 N ST MARYS ST STE 210	SA	78212-3164	LOT 32D
SOSA GERARDO C	1740 SPRUCE ST	SM	78666	LOT 33
PERA RONALD & SYDNEY	333 PIEDRAS PASS	SM	78666-8443	LOT 34 & 35
DAUGHERTY KEVIN & CINDY	501 PIEDRAS PASS	SM	78666	LOT 36 & 37A PT
RODRIGUEZ, ADELINA	502 PIEDRAS PASS	SM	78666	LOT 37B PT

## *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: Post and temporarily assign an Admin III position to RTP to provide administrative assistance.**

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
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**PREFERRED MEETING DATE REQUESTED: January 18, 2011**

**AMOUNT REQUIRED: 0**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Garza, Borcharding**

**SPONSORED BY: Conley, Whisenant**

**SUMMARY:** The Transportation Division of RTP is currently going through a transition period. We are training on a new accounts payable software program in Cartegraph. Also, our bookkeeper is retiring January 31. With these two events taking place, we could definitely use an extra set of hands. The candidate will be trained to input work orders and deal with the public regarding project schedules while Carlos would help our new bookkeeper get up-to-speed learning the work flow of her new duties plus teaching her the ins and outs of Cartegraph. Carlos has the most expertise with Cartegraph. Our current bookkeeper has many years of experience and was able to do the work quickly. It will take some time before our new bookkeeper will be able to do the same. During this period, Carlos's work would fall behind if additional help is not available. This temporary position will also input "road scoring" data that flows into the Department and will publish the results of the related data analysis. As Development Services moves forward with their relocation and implementation of new rules, numerous opportunities will arise for additional staffing. Initially, the new regulations require that a maintenance contract be required for all Class-1 On-Site Sewage Facilities. Currently there are 6000 permitted OSSF's of which, fewer than half are under contract. The department expects a surge in new maintenance contracts as well as an increase in citizen communication and inquiries. The nature of this work is better suited to a person more experienced with dealing with citizens and requires a greater attention to detail than we would prefer to entrust with traditional temporary staffing. The workload will become manageable after the initial surge however the additional support would be greatly appreciated. The work level anticipated for all projects is indicative of an Admin III position. It is anticipated that the position needs to be filled for a maximum of 4 months. In order to be of maximum value to this position, the ideal candidate would be familiar with Hays County operations, the road system, subdivision language and have extensive experience fielding, documenting and resolving constituent phone calls and concerns. There is an outgoing Admin III in Precinct 4 that we would like to recommend for the position. This employee could transfer to the position with no disruption in pay or benefits. Costs for 4 months is \$12,000 in salary and \$5355 in fringe. RTP has this money in salary savings.

### **STAFF REVIEW/COMMENTS**

**ENVIRONMENTAL HEALTH DIRECTOR:**

**ROAD DIRECTOR:**

**STAFF RECOMMENDATIONS:**



# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Post and temporarily assign an Admin III position to RTPP to provide administrative assistance.

**PREFERRED MEETING DATE REQUESTED:** January 18, 2011

## **COUNTY AUDITOR**

**AMOUNT:** \$ 17,355

**LINE ITEM NUMBER:** RTPP Salary & Fringe Benefits

**COUNTY PURCHASING GUIDELINES FOLLOWED:** N/A

**PAYMENT TERMS ACCEPTABLE:** N/A

**COMMENTS:** Salary \$ 12,000

Fica/Med/Ret \$ 2,161

Health/Dental Ins \$ 3,194

**Bill Herzog**

## **SPECIAL COUNSEL**

**CONTRACT TERMS ACCEPTABLE:** \_\_\_\_\_

**COMMENTS:**

## **COUNTY JUDGE**

*Signature Required if Approved*

**DATE CONTRACT SIGNED:** \_\_\_\_\_

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge execute several Possession and Use Agreements related to Right of Way (ROW) Acquisition in Hays County; and to discuss and determine Commissioners Court policy pertaining to the authority of individual court members to execute documents related to ROW and ROW acquisition.

**Note:** The Court may enter executive session for a portion of this agenda item, pursuant to Sections 551.071 and 551.072 of the Texas Government Code.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** January 18, 2010

**AMOUNT REQUIRED:** All amounts are budgeted within their respective projects.

**LINE ITEM NUMBER OF FUNDS REQUIRED:** TBD

**REQUESTED BY:** KENNEDY

**SPONSORED BY:** CONLEY/COBB

**SUMMARY:** Existing policy related to ROW acquisition allows the County Judge to execute documents related to closing the property transaction. This policy does not specifically call out Possession and Use Agreements (PUAs), even though PUAs are a commonly used precedent to closing a ROW transaction. PUAs allow the County to take possession of a property in furtherance of the road improvement project while preserving the land owner's right to continue negotiating price. Increasingly, the County and its agents have used PUAs as a means for keeping the letting of a project on schedule. A copy of the last related resolution of Commissioners Court may be found in backup. Draft PUAs have not been placed in backup, as they are related to the purchase of real property, which has historically been treated as executive material.

## *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 ratify the County Judge's execution of Closing documents associated with numerous Right of Way (ROW) Acquisition projects; to authorize the County Judge to execute Closing Documents associated with ROW acquisition on FM110 and Dacy Lane; and to amend the Resolution of Commissioners Court adopted on or about June 23, 2009 that addresses County Commissioners' and County Judge's authority to perform ROW acquisition.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** June 8, 2010

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** INGALSBE

**SPONSORED BY:** INGALSBE

**SUMMARY:** The Commissioners Court adopted a resolution regarding ROW acquisition on or about June 23, 2009. That resolution attempted to describe the authority Court members have related to ROW acquisition. Since adoption of that Resolution, staff and Court members have been acting under the assumption that the County Judge could execute Closing documents for negotiated ROW projects. Upon further review, however, the resolution requires that Closing authorizations may only be granted by Commissioners Court. This item proposes to fix the Closings that have been executed to date, and further proposes to grant broader authority to the Commissioners and Judge to execute Closings without bringing those items back to Court.

FILED: JUN 08 2010  
HAYS COUNTY COMMISSIONERS' COURT  
Resolution # 27138 VOL U PC 359



## **RESOLUTION**

**STATE OF TEXAS       §**  
**COUNTY OF HAYS       §**

**WHEREAS**, Hays County is experiencing continued growth that is projected to continue in the coming years; and

**WHEREAS**, Hays County plans to accommodate that growth, in part, by making county-wide road improvements to enhance safety and mobility; and

**WHEREAS**, the Hays County Commissioners Court has identified a large number of active road projects by way of 1) a Pass Through Toll Agreement between Hays County and the Texas Department of Transportation and 2) a declaration of "Priority Roads," both of which were included in a bond proposition that was passed by the citizens of Hays County on or about the 4<sup>th</sup> day of November, 2008; and

**WHEREAS**, the Hays County Commissioners are also *Ex Officio* Road Commissioners and may act with any and all authority granted to them by the Hays County Commissioners Court; and

**WHEREAS**, the Hays County Commissioners Court has determined that granting greater autonomy to *Ex Officio* Road Commissioners in the management and oversight of road projects in their respective precincts would streamline the efficiency of road projects and save on project costs; and

**NOW, THEREFORE, BE IT RESOLVED** that the Hays County Commissioners, acting in their capacity as *Ex Officio* Road Commissioners, are hereby authorized to perform the following duties related to roads in their respective precincts:

- 1) Determine the priority and sequence of road-related projects, based on the Commissioner's assessment of road conditions, with input from Hays County staff and consultants;
- 2) Execute work authorizations for any road-related contracts that have been approved by the Hays County Commissioners Court;
- 3) Authorize the payment of invoices for road-related projects (such authorization to be received by the Hays County Auditor); and
- 4) Authorize Change Orders for road-related projects, as long as the Change Order does not exceed a value of twenty-five thousand dollars (\$25,000 USD) and does not increase the total contract amount by more than ten percent (10%) or decrease the total contract amount by more than twenty percent (20%).
- 5) Negotiate the terms and conditions of Right of Way acquisition, granted that the decision to file suit for Right of Entry, Condemnation, or other acquisition-related matters shall remain the prerogative of the Hays County Commissioners Court, as well as the decision to accept a negotiated price and execute closing documents for the purchase of property, shall remain the prerogative of the Hays County Commissioners Court.
- ~~5-6)~~ 6) Coordinate the execution of Closing documents by the Hays County Judge, which shall be authorized up to an amount equal to the estimated market value of the acquisition property, plus five percent (5%).
- ~~6-7)~~ 7) Exercise any and all other powers granted to them by the Hays County Commissioners Court or otherwise granted to them by law.

**RESOLVED, ORDERED, AND DECLARED** this the 23<sup>rd</sup> day of June, 2009.

\_\_\_\_\_  
Elizabeth "Liz" Sumter  
Hays County Judge

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Debbie Ingalsbe  
County Commissioner, Pct. 1

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Will Conley  
County Commissioner, Pct. 3

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Jeff Barton  
County Commissioner, Pct. 2

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Karen Ford  
County Commissioner, Pct. 4

**ATTEST:**

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Linda Fritsche  
Hays County Clerk

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Executive Session pursuant to Sections 551.071 of the Texas Government Code: consultation with counsel regarding SOAH Docket No 582-10-5643, which relates to a proposal for the creation of a Regional Groundwater Conservation District that serves the Hill Country Priority Groundwater Management Area.

**TYPE OF ITEM:** Executive

**PREFERRED MEETING DATE REQUESTED:** January 18, 2010

**AMOUNT REQUIRED:** N/A

**LINE ITEM NUMBER OF FUNDS REQUIRED:** N/A

**REQUESTED BY:** KENNEDY/WHISENANT

**SPONSORED BY:** WHISENANT

**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:**

**Discussion and Possible Action to discuss the organization of RPTP.**

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 the RPTP Director and individual employees of Developmental Services.

**Action may follow in open Court.**

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

☐ WORKSHOP      ☐ PROCLAMATION      ☐ PRESENTATION

**PREFERRED MEETING DATE REQUESTED: 01/18/11**

**AMOUNT REQUIRED: 0**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Jerry Borcharding**

**SPONSORED BY: Commissioner Conley**

**SUMMARY:**

**Summary to follow in open court.**

