

Commissioners Court -May 24, 2011
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **24th day of May, 2011**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

CALL TO ORDER

INVOCATION

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

PRESENTATIONS & PROCLAMATIONS

1	4	Presentation of the Envision Central Texas Community Stewardship Award for Public Awareness to the Hays County Commissioners Court. COBB
2	5	Presentation of certificates recognizing student participation in Student Government Day on May 13, 2011. COBB
3	6	Presentation by David Valle, Chief Appraiser, Hays Central Appraisal District, update of activity at the appraisal district including information regarding new aerial imagery. COBB/CARAWAY
4	7	Presentation and update by Dennis Rose on the South Central Texas Water Advisory Committee (SCTWAC). INGALSBE

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.

5	8	Approve payments of county invoices. HERZOG
6	9-17	Approve Commissioners Court Minutes of May 17, 2011. COBB/GONZALEZ
7	18-23	Amend budget of Constable Pct. 4 for Law Enforcement Supplies from Law Enforcement Equipment. WHISENANT/HOOD
8	24-33	Approve Out of State Training Travel Request for Capt. Davenport and Fleet Manager Steve Cost from the Sheriff's Office. INGALSBE/PAGE
9	34-39	Approve Out of State Training Travel Request for Lt. Graves, Sgt. Skrocki, and Evidence Tech Leatherwood. INGALSBE/CUMBERLAND
10	40-42	Approval for renewal of IFB 2010-B07 "Mowing & Grounds Maintenance for Dudley Johnson/Randall Vetter & Kyle Log House" to Maintenance Management for one additional year as provided for in original bid. COBB/HERZOG/MAIORKA/PINNIX
11	43-44	Amend the Jail Support Service budget. JONES/VILLALPANDO
12	45	Approve cancellation of Commissioners Court on June 7, 2011. INGALSBE
13	46-47	Amend the CAPCOG 911 grant budget to use savings in office supplies for travel for mileage reimbursement. INGALSBE/GARZA/FLOYD
14	48-49	Amend budget for Wintersmill Parkway Trail for equipment purchase. CONLEY/HAUFF/PINNIX
15	50-51	Amend JP 1-2 budget for continuing education. COBB/HERNANDEZ

ACTION ITEMS

ROADS

16	52-55	Discussion and possible action to consider the acceptance of road construction, drainage improvements, release of the construction surety, and acceptance of the maintenance surety in the amount of \$13,527.58 for two years for Bush Ranch subdivision, Phase 2, Section 1. WHISENANT/BORCHERDING
----	-------	---

SUBDIVISIONS

17	56-57	10-4-50 Key Ranch Balance Area Subdivision (156 lots); Discussion and possible action to approve preliminary plan; consider variances from Sections 721.5.07(C), 705.5.01(K), and 705.5.04 of the Hays County Development Regulations. WHISENANT/BOTKIN
----	-------	--

MISCELLANEOUS

18	58-71	Discussion and possible action to accept and approve the Guaranteed Maximum Price (GMP) Proposal for the LEC Immediate Needs as submitted by D.L. Bandy Constructors and to authorize the County Judge to issue a Notice to Proceed with Construction and to finalize the Change Order to the Contract between Hays County and D.L. Bandy Constructors for Part II Construction Services. COBB/CONLEY
19	72-85	Discussion and possible action to approve the form of a Standard Utility Relocation Agreement for use by agents of Hays County. COBB/KENNEDY/WEAVER
20	86-87	Discussion and possible action to amend and modify resolution of the Hays County Commissioners Court regarding ex officio Road Commissioners and Right of Way acquisitions. COBB/CONLEY
21	88-122	Discussion and possible action to approve a Professional Services Agreement with Surveying and Mapping, Inc. (SAM) for surveying services required for the transfer of dedicated Right of Way paralleling RM 1826 near RM 967 to the County to permit relocation of utilities as required by the safety improvement project to add a left turn lane from RM 1826 onto RM 967 in Precinct 4. WHISENANT
22	123-132	Discussion and possible action to authorize the County Judge to execute a Contract with LCRA for the installation of the Bi-Directional Amplifiers at the Government Center. INGALSBE
23	133-136	Discussion and possible action to adopt Section 552.275 of the Texas Government code to establish a limitation on uncharged staff hours dedicated to responding to individual requestors within a fiscal year. CONLEY
24	137-144	Discussion and possible action to authorize the County Judge to execute an Interlocal Cooperation Contract with the City of Woodcreek and the Lower Colorado River Authority to accept responsibilities for, and the remainder of, LCRA grant funds awarded for development of the Jacob's Well Natural Area. CONLEY/HAUFF

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.

25	145	Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on CR 210 and on McGregor Lane. Possible action to follow in open court. JONES/WHISENANT
26	146	Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding all pending and/or contemplated litigation involving Hays County. COBB/KENNEDY

STANDING AGENDA ITEMS

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

27	Discussion and possible action related to the burn ban. COBB/CHAMBERS
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. INGALSBE
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. COBB
30	Presentations by Department Heads to update and inform the Commissioners Court of department structure, performance, and goals. COBB/BAEN
31	Discussion and possible action to approve hiring, transfer and/or promotion of vacant position(s). The intent of the standing agenda item is to recognize deadline restraints and remove barriers or bottlenecks for hiring managers when presenting to Commissioners Court key positions they feel are needed to be filled. COBB/BAEN
32	Discussion of material relating to the Hays County Water and Wastewater Authority and/or the LCRA divestiture. WHISENANT
33	Discussion and possible action regarding CAMPO's call for projects that would be funded by federal stimulus monies. CONLEY/BORCHERDING

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 20th day of May, 2011

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Presentation of the Envision Central Texas Community Stewardship Award for Public Awareness to the Hays County Commissioners Court.

CHECK ONE:	CONSENT	ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	X PRESENTATION

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

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

Former Commissioner Ford will present the award to the Hays County Commissioners Court on May 24th.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Phone (512) 393-2205

AGENDA ITEM: Presentation of certificates recognizing student participation in Student Government Day on May 13, 2011.

CHECK ONE:	CONSENT	ACTION	EXECUTIVE SESSION
	WORKSHOP	PROCLAMATION	X PRESENTATION

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: COBB

The Hays County Commissioners Court would like to recognize the following students for their participation in Student Government Day on May 13, 2011.

Andrew Liguez
Samantha Govea
Molly Hickson
Sara Jo Porterfield
Jordun Lattie
Mikali Myers
Pamela Stover
Hannah Hoffman
Sierra Rowe

Please also recognize Councilperson Kimberly Porterfield, Miguel Arredondo, and Yolanda Diaz for their involvement in the event.

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 12:00 noon on WEDNESDAY.

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

AGENDA ITEM: Presentation by David Valle, Chief Appraiser, Hays Central Appraisal District, update of activity at the appraisal district including information regarding new aerial imagery.

Consent, Action, Executive Session, Etc. – Action

MEETING DATE REQUESTED: May 24, 2011

REQUESTED BY: Luanne Caraway

FUNDS REQUIRED

SUMMARY: The appraisal district has implemented some new programs and wants to update the commissioner's court as to these programs.

AGENDA ITEM – APPROVED BY:

COUNTY JUDGE

COUNTY AUDITOR

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

ACTION TAKEN / ACTION REQUIRED:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Presentation and update by Dennis Rose on the South Central Texas Water Advisory Committee (SCTWAC)

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

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: Mr. Rose was appointed by the court on December 21, 2010 to represent the County on the SCTWAC. He is here today to give us an update on what the committee has been doing and to receive any feedback from the court on these matters.

Two main purposes of this committee is:

- To choose one member out of the group to serve as a non-voting member on the Edwards Aquifer Authority board.
- To produce a bi-annual report to the legislature about the status of the EAA.

Members monitor the EAA to see if there are prejudicial actions regarding downstream interests. The committee receives the same information as an EAA Board and has the authority to ask the EAA Board for reconsideration of any action. If the action is not resolved, they can appeal the action to the TCEQ.

Agenda Item Request Form

Hays County Commissioners' Court

2:00 p.m. Every Wednesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve payment of county invoices.

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

PREFERRED MEETING DATE REQUESTED: 5/24/11

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 Fax (512) 393-2282

AGENDA ITEM: APPROVE COMMISSIONER COURT MINUTES OF MAY 17, 2011

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

PREFERRED MEETING DATE REQUESTED: MAY 24, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: GONZALEZ

SPONSORED BY: COBB

SUMMARY:



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 17TH DAY OF MAY A.D., 2011, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Erich Siemens of Calvary Chapel of the Springs gave the invocation and Judge Cobb led the court in the Pledge of Allegiance to the flags. Judge Cobb called the meeting to order.

PUBLIC COMMENTS

David Badal resident of Wimberley and Sam Brannon resident of San Marcos spoke.

28042 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ingalsbe seconded by Commissioner Whisenant to approve payment of county invoices in the amount \$3,568,872.65 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

28043 APPROVE COMMISSIONERS COURT MINUTES OF MAY 10, 2011

A motion was made by Commissioner Ingalsbe seconded by Commissioner Whisenant to approve Commissioners Court Minutes of May 10, 2011. All voting "Aye". MOTION PASSED

28044 ACCEPT THE ANNUAL REPORT FROM THE HAYS COUNTY PARKS AND OPEN SPACE ADVISORY BOARD

As required in the Bylaws for the Hays County Parks and Open Space Advisory Board, and in addition project reviews and comments that have been forwarded or presented to the Hays County Commissioners Court, an Annual Report is to be submitted on the yearly activities of the board. The purpose of the Hays County Parks and Open Space Advisory Board is advised the Commissioners Court on current and future parks, open space, natural areas, wildlife habitat, water quality/quantity, recreational facilities, and other associated conservation lands and projects. The charge of the Board shall be (1) to review potential projects for conformity to the county's Parks and Open Space Master Plan (2) to make recommendations to the Commissioners Court concerning these projects, (3) to update the county's Parks and Open Space Master Plan as necessary and, (4) to assist county staff in outreach efforts throughout the county. A motion was made by Commissioner Ingalsbe seconded by Commissioner Whisenant to accept the Annual Report from the Hays County Parks and Open Space Advisory Board. All voting "Aye". MOTION PASSED

28045 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 AND AMEND BUDGET FOR TRAVEL NEEDS

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. Amount required is \$1,550.00 (001-676-00-055.4610). A motion was made by Commissioner Ingalsbe seconded by Commissioner Whisenant to 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 and amend budget for travel needs. All voting "Aye". MOTION PASSED

28046 AMEND SHERIFF DRUG FORFEITURE FUND BUDGET TO PURCHASE EQUIPMENT

The Sheriff's Drug Forfeiture funds may be used at the Sheriff's discretion. In order to follow County policy, we are requesting to move the funds into the appropriate general ledger account to purchase 16 stop sticks for the safety of officers. Amount required \$ 6,466.00 (053-618-00.5719_400). A motion was made by Commissioner Ingalsbe seconded by Commissioner Whisenant to amend Sheriff Drug Forfeiture Fund budget to purchase equipment. All voting "Aye". MOTION PASSED



MAY 17, 2011

VOLUME U PG 581

28047 APPROVE CONTRACT WITH BKM TOTAL OFFICE FOR RFP 2011-P11 FURNITURE FOR HAYS COUNTY GOVERNMENT CENTER AND AUTHORIZE COUNTY JUDGE TO EXECUTE SAME

Bob Hinkle of Broadus & Associates spoke of the Government Center Furniture. A motion was made by Commissioner Ingalsbe seconded by Commissioner Whisenant to approve contracts with BKM total office for RFP 2011-P11 Furniture for Hays County Government Center and authorize County Judge to execute same. All voting "Aye". MOTION PASSED

28048 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A SUPPLEMENTAL AGREEMENT BETWEEN THE PEDERNALES ELECTRIC COOPERATIVE AND HAYS COUNTY REGARDING A DECREASED COST IN RELOCATING THE UTILITY

Commissioners Court approved the contract with Pedernales Electric Cooperative on March 29, 2011. New estimates have lowered the total cost from \$180,147.55 to \$102,091.38. A motion was made by Commissioner Ingalsbe seconded by Commissioner Whisenant to authorize the County Judge to execute a Supplemental Agreement between the Pedernales Electric Cooperative and Hays County regarding a decreased cost in relocating the utility. All voting "Aye". MOTION PASSED

28049 AMEND THE DISTRICT ATTORNEY GRANT BUDGET TO USE SAVINGS IN EDUCATION, SUPPLIES AND EQUIPMENT TO PURCHASE THREE PORTABLE RADIOS AND ACCESSORIES, AND INCREASE REVENUE TO EQUAL THE GRANT AWARD

On September 14, 2011 Commissioners Court accepted and executed the grant award in the amount of \$12,342 from the U.S Department of Justice, Bureau of Justice Assistance under the Edward Byrne Memorial Justice Assistance Grants Program for equipment and training for the District Attorney's Office. This amendment will allow the County to spend the remainder of this grant award with no matching funds required. A motion was made by Commissioner Ingalsbe seconded by Commissioner Whisenant to amend the District Attorney Grant budget to use savings in education, supplies and equipment to purchase three portable radios and accessories, and increase revenue to equal the grant award. All voting "Aye". MOTION PASSED

Clerk's Note: Agenda Item #9 RE: RELEASE OF THE MAINTENANCE BOND AND ACCEPT FOR MAINTENANCE ALL ROAD AND DRAINAGE IMPROVEMENTS WITHIN COUNTY ROW FOR BELTERRA SUBDIVISION, PHASE 4, SECTION 18 - WAS PULLED

28050 CALL FOR A PUBLIC HEARING ON MAY 31, 2011 TO ESTABLISH TRAFFIC REGULATIONS (NO PARKING/TOW AWAY) ON NUTTY BROWN ROAD

Transportation Director Jerry Borcharding gave staff recommendation to call for public hearing this action will provide for a No Parking/Tow Away Zone on both sides of Nutty Brown Road from HWY 290 to Kit Carson Drive. A motion was made by Commissioner Whisenant seconded by Commissioner Jones to call for a public hearing on May 31, 2011 to establish traffic regulations (No Parking/Tow Away on Nutty Brown Road. All voting "Aye". MOTION PASSED

28051 CALL FOR A PUBLIC HEARING ON MAY 31 TO ESTABLISH TRAFFIC REGULATIONS (NO PARKING/TOW AWAY ZONE) ON OAK BRANCH DRIVE

Transportation Director Jerry Borcharding gave staff recommendation to call for public hearing this action will provide for a No Parking/Tow Away Zone on both sides of Oak Branch Drive from Hwy 290 to 1300 ft. North of Hwy 290. A motion was made by Commissioner Whisenant seconded by Commissioner Jones to call for a public hearing on May 31 to establish traffic regulations (No Parking/Tow Away Zone) on Oak Branch Drive. All voting "Aye". MOTION PASSED

28052 BOSTWICK SUBDIVISION [11-2-1-2 lots] APPROVE FINAL PLAT

Roxie Boykin Subdivision Coordinator spoke. Roxie Boykin Subdivision Coordinator gave an overview of the Bostwick Subdivision is a proposed subdivision of 16.00 acres of land located off S. Old Stagecoach Road in Precinct 2. The division will consist of 2 lots as follows: Lot 1- 5.010 acres and Lot 2- 7.564 acres. Lot 1 is served by an existing private well and OSSF. Lot 2 will also utilize a Preliminary plan was approved on April 19, 2011. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to approve final plat of Bostwick Subdivision. All voting "Aye". MOTION PASSED



28053 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH VOTEC CORPORATION TO INSTALL THE VEMACS ELECTIONS AND VOTER REGISTRATION SYSTEMS MODULES

The Elections Office is on TEAM (SOS data base) that no longer meets the needs of the elections office and found that this software would be helpful in enhancing the office's voter registration, mail ballots, Mapping, Candidate Filing, Polling Locations, Polling Place Management, Petition checking, Imaging of documents and the software will adhere to State requirements for Elections. The Elections office has already put in place electronic poll books (VOTESAFE) that will intergraded with VEMACS that will also add additional features to our process. The Elections Office will no longer have the filing space for our voter registration applications (imaging would take care of all this). Also the redistricting process of our County Election Precincts (Mapping will assist in this). Amount required \$48,816.00 (001-645-00.5718) funds were approved and budgeted in FY 2011 for this project. A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the County Judge to execute a contract with VOTEC Corporation to install the VEMACS Elections and Voter Registration Systems modules. All voting "Aye". MOTION PASSED

28054 RECEIVE DIRECTION FROM THE COURT ON THE SALE OF REAL PROPERTY, POSTINGS AND OTHER CIVIL PROCEDURES WITH RESPECT TO WHERE THOSE EVENTS WILL TAKE PLACE AND WHAT THE "DESIGNATION" OF COURTHOUSE WILL BE

Constable Ayres spoke on the Constable Sale postings. The sales have taken place at the County Courthouse. Now that there no longer district court cases being heard at the County Courthouse. Constable Ayres in Pct 3 would like the location to change. In recent training, he was informed that the Commissioners Court had the authority to designate the location. A motion was made by Commissioner Conley seconded by Commissioner Ingalsbe to instruct Special Counsel Mark Kennedy, County Clerk Liz Gonzalez, District Clerk Beverly Crumley, a Representative from the Constables within the next 30 days bring back a Resolution to clarify where the Constables will hold future sales and for official postings. All voting "Aye". MOTION PASSED

28055 ACCEPT BOND ISSUANCE TIMELINE FOR ROAD AND PARK BONDS

Lenee Lovejoy resident of San Marcos spoke. Dan Wegmiller with Specialized Public Finance, Financial Advisor to the County presented a timeline for the issuance of voter approved bonds for the road and park projects. A motion was made by Commissioner Conley seconded by Commissioner Whisenant regarding bond issuance and accepting the timeline for road and park bonds. All voting "Aye". MOTION PASSED

28056 AUTHORIZE THE COUNTY JUDGE TO EXECUTE THREE WORK AUTHORIZATIONS UNDER THE COUNTY'S CONTRACT WITH KLOTZ ASSOCIATES, INC., RELATED TO DRAINAGE IMPROVEMENTS IN AND NEAR THE LEISUREWOODS SUBDIVISION

The scope of the contract with Klotz and Associates was set to accommodate work as it became necessary for the completion of its storm water facility project. These three additional work authorizations represent work that is now in the critical path of the project. Work authorization No.12 includes additional services related to the construction of the storm water detention facility located in Lot 25 Leisurewoods Subdivision, Section 5 amount for this authorization is \$12,200. Work authorization No.9 includes planning, design, preparation of construction plans and specifications and limited construction phase services for a storm water detention basin that will be located in a tract of land southwest of Leisurewoods HOA lot amount for this authorization is \$46,000. Work Authorization No. 11 includes planning, design, preparation of construction plans and specifications and limited construction phase services for channel modifications along the rear lot of Longspur Drive lots and modifications to the outfall structure and downstream channel for the basin on Pine Siskin Drive amount for the authorization is \$68,500. A motion was made by Commissioner Jones seconded by Commissioner Conley to authorize the County Judge to execute three work authorizations under the County's contract with Klotz Associates, Inc., related to drainage improvements in and near the Leisurewoods Subdivision. All voting "Aye". MOTION PASSED

28057 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT REGARDING THE IMPLEMENTATION OF THE PLUM CREEK WATERSHED PROTECTION PLAN

Susan Meckel resident of Kyle spoke. Nikki Dictson of AgriLife Extension spoke. The inter-local agreement requires Hays County, Caldwell County, City of Kyle, City of Buda, City of Lockhart, City of Luling, the Guadalupe-Blanco River authority, the Plum Creek Conservation District, Caldwell-Travis Soil and Water Conservation District # 304 and the Hays County Soil and Water Conservation District #351 to provide a total of \$48,000 per year as matching funds for a grant of \$120,000 per year. The grant is a three year grant with the possibility of up to a one year no cost extension at the end of 3 years if there is funding available. The life of the grant is September 1, 2011 to August 31, 2014. A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the county judge to execute an Interlocal agreement regarding the implementation of the Plum Creek Watershed Protection Plan in the amount of \$2,787 per year starting this budget year coming out of LCRA Funds. All voting "Aye". MOTION PASSED



MAY 17, 2011

VOLUME U PG 583

28058 AMEND THE FEE SCHEDULE FOR FOOD ESTABLISHMENTS AND ADOPT A FEE FOR ANNUAL CONTRACT RENEWAL FOR ADVANCED OSSF'S WITHIN HAYS COUNTY EFFECTIVE JANUARY 1, 2012 AS DIRECTED

Clint Garza Director of Development Services spoke of the inspection fees to be raised. The Development Services Department is responsible for protecting the public health and welfare of Hays County residents through the various programs. These programs include the regulation of on-site sewage facilities, floodplain regulation, foster/day/childcare, water quality, and food establishment permitting. The county charges review and permit fees for these services. However, many of them have not been updated in over 15 years. Specially, development services staff would like to amend the fees for food establishments in Hays County. The current schedule has been in place since 1993 without significant revision. Costs are currently 1/3 what is charged in the City of San Marcos for similar inspections, review, and permitting. In addition to food establishment fees, the department would like to adopt an annual fee for contract renewal of advanced on-site sewage facilities in Hays County. Current regulations requirement is followed through by two members of the staff that manage the database and keep record of compliance with maintenance rules. A nominal fee for each system would fund that program and ensure adequate technology and equipment is available so we remain as efficient as possible. It will be County Policy that fees will be reviewed yearly and these fees won't change for 10 years. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to amend the fee schedule for Food Establishments and adopt a fee for annual contract renewal for advanced OSSF's within Hays County as presented by Development Services Director. All voting "Aye". MOTION PASSED

28059 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT BETWEEN THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION - OFFICE OF INSPECTOR GENERAL, THE HAYS COUNTY CRIMINAL DISTRICT ATTORNEY AND HAYS COUNTY

The Office of Inspector General investigates allegations of fraud, waste and abuse in human services program such as Food Stamps, Medicaid and TANF. This contract allows the OIG, should they discover criminal conduct, to refer their finding to the Hays County Criminal District Attorney's Office for prosecution and to compensate the DA's office if charges are filed and a plea or verdict is the outcome. A motion was made by Commissioner Ingalsbe seconded by Commissioner Whisenant to authorize the County Judge to execute an agreement between the Texas Health and Human Services Commission - Office of Inspector General, the Hays County Criminal District Attorney and Hays County. All voting "Aye". MOTION PASSED

28060 APPROVE AN INCREASE TO THE NOT-TO-EXCEED FEE ON THE HUITT-ZOLLARS' PROFESSIONAL SERVICES AGREEMENT FOR NECESSARY ADDITIONAL SERVICES ON THE CR 266 (OLD BASTROP HWY) PROJECT

Richard Wilkinson of Huitt-Zollars spoke. CR 266 is part of our 2008 Priority Road Bond Program. The project is currently at 60+% design phase and the Engineers Estimate for Project Cost is currently 17% below the budgeted total cost for the project. Surveying is complete, right of way documents are nearing completion, and the Environmental Process is approximately 75% complete. There has been two public meetings and received lots of comments. Due to some of the comments, we have asked our engineers to take additional time and make revisions/modifications to some areas to better address concerns from property owners. The increase in fee is to cover the cost of additional engineering services. A motion was made by Commissioner Ingalsbe seconded by Commissioner Conley to approve an increase to the Not-to-Exceed fee on the Huitt-Zollars' Professional Services Agreement for necessary additional services on the CR 266 (Old Bastrop Hwy) project. All voting "Aye". MOTION PASSED

28061 AMEND THE BULLETPROOF VEST GRANT BUDGET AND DEPARTMENT BUDGETS TO ALLOW FOR THE PURCHASE OF 2 PROTECTIVE VESTS FOR DEVELOPMENT SERVICES, 2 VESTS FOR THE FIRE MARSHAL, AND ONE VEST FOR CONSTABLE #1

The Bulletproof Vest Grant funds 50% of the cost of approved vests. This budget amendment allows the County to spend the remaining 2009 and 2010 grant award, which is \$2,347.55. A motion was made by Commissioner Conley seconded by Commissioner Ingalsbe to amend the Bulletproof Vest Grant budget and department budgets to allow for the purchase of 2 protective vests for Development Services, 2 vests for the Fire Marshal, and one vest for Constable #1. All voting "Aye". MOTION PASSED

28062 REGARDING SB 1771, PROPOSED LEGISLATION INVOLVING TAX NOTICES

Luanne Caraway Hays County Tax Assessor spoke of House Bill 874. The Tax Assessor Collectors Association of Texas is in favor of a simplified tax notice that conveys information in a clear and concise format for taxpayers and while the intent of SB1771 is to provide such a notice, the bill however contains many technical errors and unattainable requirements. The Tax Assessors Collectors Association of Texas strongly opposes SB1771. A motion was made by Commissioner Conley seconded by Commissioner Ingalsbe to approve recommendations from Tax Assessor/Collector Luanne Caraway of SB 1771 and HB 874, and have Counsel to draft a Resolution and authorize County Judge to sign and send our Senator and Representative. All voting "Aye". MOTION PASSED



28063 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A RIGHT OF WAY EASEMENT BENEFITING GTE SOUTHWEST INC. D/B/A VERIZON SOUTHWEST ON A 1.471 ACRE TRACT OF PROPERTY OWNED BY HAYS COUNTY NEAR BEBEE ROAD IN PRECINCT 2

Special Counsel Mark Kennedy spoke of future easement on County Road 122 on Bebee Road. Verizon Southwest has proposed to place a new telephone system on County Road 122 on Bebee Road. The location chosen is on land owned by Hays County. The land in reference is .471 acres out of the Elisha Pruett Survey, land described is in recorded in Volume 1200 Page 761 in the County Clerk's office. Verizon Southwest would require a plot of land being 20x20 in size and an easement on the site. Verizon Southwest would have the site surveyed by a certified surveyor. Verizon Southwest would compensate Hays County with a onetime payment of \$7,000.00. A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Right of Way Easement after Road & Bridge has coordinated with the Grantees of the Easement benefiting GTE Southwest Inc. d/b/a Verizon Southwest on a 1.471 acre tract of property owned by Hays County near Bebee Road in Precinct 2. All voting "Aye". MOTION PASSED

28064 ACCEPTING A SERIES OF PAYMENTS FROM THE CEDAR OAKS MESA PROPERTY OWNERS' ASSOCIATION IN SETTLEMENT AND IN LIEU OF PAYMENT BY REAL PROPERTY OWNERS UNDER CHAPTER 253 OF THE TEXAS TRANSPORTATION CODE

In 2006, Hays County proceeded to make road improvements to the Cedar Oaks Mesa Subdivision under Chapter 253 of the Texas Transportation Code. Land owners in that subdivision elected to pay back the costs of improvements if the County performed the work. Chapter 253 authorizes the County to place liens on the properties that will be assessed the repayment of costs for the road improvements. Current policy calls for the filing of a "Notice of Pending Lien" after election and before construction and the filing of a lien once construction is complete and a final cost is identifiable. However, after Commissioner Conley question staff about revenue for the project it became evident that assessments were not levied and that liens of notices were not place in the Official Public Records of Hays County before or after the Cedar Oaks Mesa project was completed. Many of the properties (an estimated 50%) have since been sold to land owners who know nothing of the improvements made by the County or the arrangement under Chapter 253. The County has discussed this issue with the Property Owners Association in Cedar Oaks Mesa. Since multiple Chapter 253 projects in Precinct 4 were performed with an arrangement that the land owners would repay costs of materials, and not the costs of labor and equipment, the POA has offered to pay five payments of \$7888, total \$39,440, as compensation to the County for the materials used on the project. A motion was made by Commissioner Conley seconded by Commissioner Whisenant to accept a series of payments from the Cedar Oaks Mesa Property Owners' Association in settlement and in lieu of payment by real property owners under Chapter 253 of the Texas Transportation Code All voting "Aye". MOTION PASSED

28065 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT WITH THE CITY OF SAN MARCOS REGARDING SUBDIVISION AND DEVELOPMENT REGULATION IN THE EXTRATERRITORIAL JURISDICTION OF SAN MARCOS, PURSUANT TO HB1445 (2001)

Lenee Lovejoy resident of San Marcos spoke. This 1445 Agreement is the first of its kind after the passage of Hays County's new Subdivision and Development Regulations. It is anticipated that similar agreements with other municipalities in Hays County will follow soon. A motion was made by Commissioner Ingalsbe seconded by Commissioner Conley to authorize the County Judge to execute an agreement with the City of San Marcos regarding subdivision and development regulation in the extraterritorial jurisdiction of San Marcos, pursuant to HB1445 (2001). All voting "Aye". MOTION PASSED

28066 AWARD TO RAMSEY ENGINEERING, LLC A CONTRACT TO SUBMIT DEVELOP DOCUMENTS RELATED TO LETTER OF MAP REVISION TO FEMA REGARDING THE CONSTRUCTION OF THE GREEN ACRES BRIDGE. THIS ACTION WILL AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK

This work was originally assigned to Baker-Aklin Engineering with Steve Ramsey in charge of engineering and construction. Since the time of construction, Mr. Ramsey has formed his own company and will, with the approval of the court continue this final phase of the project. Amount required \$12,500 (020-710-00.544 .008) A motion was made by Commissioner Conley seconded by Commissioner Whisenant to award to Ramsey Engineering, LLC a contract to submit develop documents related to Letter of Map Revision to FEMA regarding the construction of the Green Acres Bridge. This action will authorize the County Judge to execute the Professional Services agreement for this work All voting "Aye". MOTION PASSED



MAY 17, 2011

VOLUME U PG 585

- 28067 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A REQUEST FOR CHANGE ORDER WITH BALFOUR BEATTY CONSTRUCTION FOR WORK RELATED TO THE INSTALLATION OF AUDIO VISUAL EQUIPMENT IN THE GOVERNMENT CENTER COMPLEX CONTINGENT TO THE MOU BEING SIGNED BY LOCAL ADMINISTRATIVE JUDGE**

Bob Hinkle of Broadus & Associates gave presentation of Hays County Government Center audiovisual installation. AV installation was always anticipated and budgeted for the project, it was not originally placed within the scope of Balfour Beatty's Design/Build contract. Due to multiple factors, the program Manager now believes it should be incorporated into Balfour Beatty's contract. Amount \$1,157,337.21 already budgeted. A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to authorize the County Judge to execute a Request for Change Order with Balfour Beatty Construction for work related to the installation of Audio Visual equipment in the Government Center complex contingent to the MOU being signed by local administrative judge. All voting "Aye". MOTION PASSED

- 28068 CONSIDER GRANTING A VARIANCE FROM HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 4.01, TO ALLOW PERMITTING OF AN ON-SITE SEWAGE FACILITY DEVELOPMENT PERMIT TO LORRAINE CULP-LEONARD, OWNER OF A 3.89 ACRE PORTION OF LOT D-41 IN DOUGLAS ESTATES**

Director of Development Services Clint Garza spoke on illegal lots not being properly subdivided and approved through Court. Lorraine Culp-Leonard is the owner of a 3.89 acre portion of a lot in the Douglas Estates Subdivision in Precinct 4. She applied for a permit to construct an On-Site Sewage Facility to replace her existing failing system. She has been informed that her parcel was part of an illegal division of land and is required to be platted under both the Local Government Code and the Hays County Development Regulations. In addition to the platting requirement, Chapter 705.4.01 of the Hays County Development Regulations prohibits the Department from issuing any development permit on a tract of land that is not in compliance with all current rules. The property owner has been made aware of the plat requirement, and the noncompliant portions of the lot will have to be re-platted to meet Hays County rules. A motion was made by Commissioner Whisenant seconded by Commissioner Conley to consider granting a variance from Hays County Development Regulations, Chapter 705, Subchapter 4.01, to allow permitting of an On-Site Sewage Facility Development Permit to Lorraine Culp-Leonard, owner of a 3.89 acre portion of lot D-41 in Douglas Estates. All voting "Aye". MOTION PASSED

ANNEXATION BY THE CITY OF SAN MARCOS OF THE COMPLEX LOCATED AT 5 MILE DAM PARK

Jeff Hauff spoke of the City of San Marcos annexation. Richard Salmon and William Ford Assistant Director of Community Services of the City of San Marcos Park and Recreation Department spoke of the annexation. On January 9, 2009, Hays County and the City of San Marcos entered into an Interlocal Agreement for the City to operate and maintain the Soccer Complex at 5 Mile Dam Park. Section 5.3 of Interlocal allows for the annexation of the property by the City of San Marcos. No action was taken this date.

- 28069 APPROVE THE JOINDER OF ADDITIONAL MUNICIPALITIES AND COUNTIES IN THE COALITION OF CENTAL TEXAS UTILITIES DEVELOPMENT CORPORATION; TO APPROVE AMENDMENT OF THE CORPORATION'S ARTICLES OF INCORPORATION, THE BYLAWS TO ALLOW JOINDER; AND TO AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AMENDMENT TO THE INTERLOCAL AGREEMENT RELATED TO SAID CORPORATION TO ALLOW JOINDER**

When the County approved the first round of documents last month and joined the Coalition, it was always contemplated that additional local governmental entities would join the Coalition as it proceeded toward an indicative bid. At this stage, the Cities of Sunrise Beach Village, Westlake, and Lometa and Bastrop County have resolved to join the Coalition. A motion was made by Commissioner Whisenant seconded by Commissioner Conley to approve the joinder of additional municipalities and counties in the Coalition of Central Texas Utilities Development Corporation; to approve amendment of the Corporation's Articles of Incorporation, the Bylaws to allow joinder; and to authorize the County Judge to execute an amendment to the Interlocal Agreement related to said Corporation to allow joinder. All voting "Aye". MOTION PASSED



**28070 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CHANGE ORDER WITH
HUNTER INDUSTRIES, LTD. RELATED TO IMPROVEMENTS ON RANCH ROAD 12**

Allen Corzior with Hunter Industries Ltd. spoke. The change is required for design changes made during the TxDot bidding process. It was determined during the bidding process to proceed with the letting the project and utilized the change order process to accommodate these design changes so not to delay the contract award and start date. The County and HDR have anticipated this change order and have proactively maintained the project budget to account for it. This changed order also includes a design made to the plans to accommodate a future shared use path for the ultimate build out of RR12. **A motion was made by Commissioner Conley seconded by Commissioner Ingalsbe to authorize the County Judge to execute a Change Order with Hunter Industries, Ltd. related to improvements on Ranch Road 12. All voting "Aye". MOTION PASSED**

**28071 ALLOW BROADDUS & ASSOCIATES TO MOVE FORWARD WITH PRE-
CONSTRUCTION DESIGN SERVICES WITH THE DESIGN BUILD TEAM, LOTT
BROTHERS/GSC, FOR THE PRECINCT 2 OFFICE BUILDING IN AN AMOUNT NOT
TO EXCEED \$223,626**

Brenda Jenkins of Broaddus & Associates spoke on Precinct 2 building. Requests for Qualifications were released for the Precinct 2 building and return to Hays County on March 30, 2011. Thirteen companies responded to the RFQ. The Precinct 2 steering committee scored each of the design-build teams and decided on four companies that would submit request for proposal. When the RFP's were returned on April 29, 2011, the steering committee decided to interview each of the four companies. Thorough the interview, the team of Lott Brothers and GSC were chosen as the design-build team. **A motion was made by Commissioner Jones seconded by Commissioner Ingalsbe to allow Broaddus & Associates to move forward with pre-construction design services with the design build team, Lott Brothers/GSC, for the Precinct 2 Office Building in an amount not to exceed \$223,626. All voting "Aye". MOTION PASSED**

**28072 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A UTILITY ADJUSTMENT
AGREEMENT WITH PEDERNALES ELECTRIC COOPERATIVE FOR THE
RELOCATION OF THEIR EXISTING FACILITY IN THE VICINITY OF THE EMILY
ANN THEATRE ON THE RM 2325 PRIORITY ROAD BOND PROGRAM PROJECT**

The Pedernales Electric Cooperative currently has electric supply lines running parallel to RM 2325 within a private utility easement in the vicinity of Emily Ann Theatre near the RM 2325/ Carney lane intersection. The existing power lines fall within the required TxDot clear zone for the proposed RM 2325 roadway. Therefore, these lines must be relocated prior to the opening of the facility. Since the utility is located within private utility easement and the relocation is necessitated by the roadway construction, any costs associated with the relocation are reimbursable to the utility by the County. **A motion was made by Commissioner Conley seconded by Commissioner Ingalsbe to authorize the County Judge to execute a utility adjustment agreement with Pedernales Electric Cooperative for the relocation of their existing facility in the vicinity of the Emily Ann Theatre on the RM 2325 Priority Road Bond Program project. All voting "Aye". MOTION PASSED**

**28073 EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.072 OF THE
TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND
DELIBERATION REGARDING THE PURCHASE, EXCHANGE, OR VALUE OF REAL
PROPERTY RELATED TO RIGHT OF WAY ACQUISITION ON RANCH ROAD 12**

Court convened into closed executive session at 11: 40am and reconvened into open court meeting at 12:10 pm in attendance in Executive Session were Special Counsel Mark Kennedy, Patti Clark, Elly Dietz, and Commissioners Court. **A Motion was made by Commissioner Conley, seconded by Commissioner Whisenant to Authorize the County Judge to execute a Hays County purchase contract with Donna Doiron related to the acquisition of .495 acre parcel of land on RR12 as presented by Counsel in Executive Session.**

ACTION RELATED TO THE BURN BAN

Mark Chambers Hays County Fire Marshal addressed the court that the Burn Ban remains in effect.

Clerk's Note Agenda Item #36 RE: DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL CONSTRUCTION PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER; PRECINCT OFFICES; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS - WAS PULLED



MAY 17, 2011

VOLUME U PG 587

Clerk's Note Agenda Item #37 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR - WAS PULLED

PRESENTATIONS BY DEPARTMENT HEADS TO UPDATE AND INFORM THE COMMISSIONERS COURT OF DEPARTMENT STRUCTURE, PERFORMANCE, AND GOALS

Judd Prather Hays County Veteran Services Officer gave an overview of the duties he has performed since he took office.

28074 APPROVE HIRING, TRANSFER AND/OR PROMOTION OF VACANT POSITION(S)

Ron Knott Building Maintenance Director spoke on employees who have excessive vacation hours and having two vacancies. Maintenance will hire temporary part time position through September 31, 2011. Transportation Director Jerry Borcharding spoke on Road Transportation Department positions to be filled. He needs 1 Lead, 1 Specialist and 3 Road Maintenance Workers. The 1 Lead position would be responsible for making sure all Road Signs are at the proper height, size and reflectivity, that the Federal Government requires of all road signs. Director of Development Services Clint Garza spoke of a temporary paid internship position to be available for \$4,500 through September 31, 2011.

A motion was made by Commissioner Ingalsbe seconded by Commissioner Jones to allow Ron Knott Building Maintenance Director to hire a temporary full-time person effective today through September 30, 2011. All voting "Aye". MOTION PASSED

A motion was made by Commissioner Whisenant seconded by Commissioner Jones to allow Jerry Borcharding Transportation Director to fill his open positions and consider the position for sign compliance at a later date for the Transportation Department and to have Human Resources post the positions. All voting "Aye". MOTION PASSED

A motion was made by Commissioner Whisenant seconded by Commissioner Jones to temporary fill an Internship position with subdivision planning for the purpose of looking into information regarding Development Regulations Rule changes and that position would end on September 30, 2011 in an amount not to exceed \$4,500. Commissioner Ingalsbe and Judge Cobb voting "No". Commissioner Jones, Commissioner Conley, Commissioner Whisenant voting "Aye". MOTION PASSED

Clerk's Note Agenda Item #40 RE: DISCUSSION OF MATERIAL RELATING TO THE HAYS COUNTY WATER AND WASTEWATER AUTHORITY AND/OR THE LCRA DIVESTITURE - WAS PULLED

Clerk's Note Agenda Item #41 RE: DISCUSSION AND POSSIBLE ACTION REGARDING CAMPO'S CALL FOR PROJECTS THAT WOULD BE FUNDED BY FEDERAL STIMULUS MONIES - WAS PULLED

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

I, LIZ Q. GONZALEZ, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on May 17, 2011.



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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend budget of Constable Pct. 4 for Law Enforcement Supplies from Law Enforcement Equipment.

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

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: \$700.00

LINE ITEM NUMBER OF FUNDS REQUIRED: to 001.638.00-5206 Law Enforcement Supplies from 001.638.00-5711 Law Enforcement Equipment.

REQUESTED BY: Ron Hood, Constable, Pct. 4

SPONSORED BY: Commissioner Whisenant, Pct. 4

SUMMARY: See attached letter from Constable Hood.

Agenda Item Routing Form

DESCRIPTION OF Item: Amend budget of Constable Pct. 4 for Law Enforcement Supplies from Law Enforcement Equipment.

PREFERRED MEETING DATE REQUESTED: May 24, 2011

COUNTY AUDITOR

AMOUNT: \$700.00

LINE ITEM NUMBER: to 001.638.00-5206 Law Enforcement Supplies from 001.638.00-5717 Law Enforcement Equipment.

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: _____

Fax: 512 469-1718

Quotation 11051101



CONSTABLE RON HOOD
Hays County, Precinct 4

195 Roger Hanks Parkway
P.O. Box 1651
Dripping Springs, TX 78620



Office: (512) 858-7605
Fax: (512) 858-4799
Email: ron.hood@co.hays.tx.us

May 16, 2011

To: Ray Whisenant, Commissioner
Hays County, Precinct 4

Subject: Amend Budget of Constable Pct. 4 for Law Enforcement Supplies from Law Enforcement Equipment Savings.

Commissioner Whisenant,

I am requesting the Hays County Commissioners approve the following reallocation of budgetary funds for this office:

-- Transfer \$700.00 from Line Item #001-638-00.5711 (Law Enforcement Equipment) to #001-638-00.5206 (Law Enforcement Supplies).

The balance available in Law Enforcement Equipment (#5206) was originally designated for the purchase of a digital camera/recorder for this office. However, this camera was not purchased due to this office utilizing the camera/recorder available on their cellular phones (iPhones).

This transfer of funds is necessary to purchase the following supplies for this office:

<u>Supplies</u>	<u>Units</u>	<u>Total Cost</u>
1. Vehicle Rifle Racks	2	\$345.62
2. LED Vehicle Strobe Light Kits	2	\$440.00
3. Binoculars	2	\$ 63.80
4. Narcotic Test (Amph & Methamph)	2	\$ 25.82
5. Narcotic Test Kit (Cocaine)	2	\$ 41.20
6. Replacement Taser Cartridge	2	\$ 41.90
7. Window Punch	3	\$ 16.47

Respectfully,

Ron Hood, Constable
Hays Co. Pct. 4



GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298

Quote	QTE0046320
Date	5/9/2011
Page	1

Bill To:

Hays County Pct #4
111 E. San Antonio St.
Ste 100
San Marcos TX 78666

Ship To:

Hays County Pct #4

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
MISC	004683	DJ	FACTORY DIRECT	NET 15	0/0/0000	728,930
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
2	BU-13-1632	Bushnell Compact 16x32 Binoculars	EA	\$31.90	\$63.80	
2	AT-44200	Taser 21' Air Cartridge	EA	\$20.95	\$41.90	
2	NIK-6071	NIK Test "A" Opium Alkaloids	EA	\$12.91	\$25.82	
2	NIK-6077	Nik Test "G" Cocaine	EA	\$20.60	\$41.20	

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesperson is Amy Hahn.
Thank you.
Ron Hood 512-858-7605
ron.hood@co.hays.tx.us

Subtotal	\$172.72
Misc	\$0.00
Tax	\$0.00
Freight	\$14.95
Total	\$187.67

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 Out of State Training Travel Request for Capt. Davenport and Fleet Manager Steve Cost from the Sheriff's Office.

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

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: \$2146.42 (includes registration, flight, hotel, meals and car rental)

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-618-00-5551

REQUESTED BY: Chief Jamie Page/Hays County Sheriff's Office

SPONSORED BY: Commissioner Ingalsbe

SUMMARY:

A Police Fleet Expo is being held in St Louis Mo on Aug 23-26, 2011. Fleet Manager/ Chief Mechanic - Steve Cost and Law Enforcement Captain - Mike Davenport should attend to learn how to cut costs and manage our fleet more effectively. Vehicle manufacturers, equipment manufacturers and suppliers will be at this expo. Chief Jamie Page will have more information, as needed.

Agenda Item Routing Form

DESCRIPTION OF Item: Approve Out of State Training Travel Request for Capt. Davenport and Fleet Manager Steve Cost from the Sheriff's Office.

PREFERRED MEETING DATE REQUESTED: May 24, 2011

COUNTY AUDITOR

AMOUNT: \$2146.42 (includes registration, flight, hotel, meals and car rental)

LINE ITEM NUMBER: 001-618-00-5551

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



HENDON PUBLISHING Homepage

[Print Publications](#)
[Police Fleet Expo](#)
[Subscription Information](#)
[Advertising Information](#)
[Resources](#)
[About Hendon](#)
[Contact Information](#)

AGENDA

2011 Police Fleet Expo Program

Attendee Schedule: Tuesday • Wednesday • Thursday • Friday

Tuesday, August 23rd

3:00pm - 8:00pm Registration

Wednesday, August 24th

8:00am - 6:00pm Registration

8:30am - 10:00am

Agency Networking Dialogues

Attendees are divided into three agency types for an informal review of vehicle service issues, procurement, sale of vehicles, safety, equipment issues and other topics of interest can be discussed as time allows. Take advantage of the resources at hand and search for solutions to problems you struggle with daily.

Class objectives:

- Share ideas with your colleagues.
- Learn about successful programs that worked with agencies your same size.
- Network to continue the dialogue after you leave St. Louis.
- Learn you're not alone lacking everyday challenges.
- Identify solutions for short and long term issues.

State and Federal Agencies

Small Agency; Up to 50 Vehicles

Medium/Large Agency; 50 to 150 Vehicles

10:30am - 10:55am Opening Welcome Session

11:00am - 5:00pm

Vehicle Manufacturer Dialogues

Each vehicle manufacturer addresses new vehicle model updates, service information, new programs and current issues at these sessions. Each attendee has the opportunity to address the manufacturer on specific topics, thank them for their assistance or ask a question. Be the first to hear about new vehicles, get answers to specific questions and take back valuable information to improve your fleet. Get a seat early because they're sure to fill-up!

Class objectives:

- Be one of the first to hear future vehicle plans direct from the manufacturers.
- Learn what's new for the model year to begin planning for new vehicles.
- Hear about the newest service bulletins possibly affecting your fleet.
- Get one on one time with the manufacturers to address your concerns.

11:00am - 12:30pm - Chevrolet Division

1:45pm - 3:15pm - Ford Motor Company

3:30pm - 5:00pm - Chrysler Group, LLC

Thursday, August 25th

8:00am - 6:00pm Registration

8:15am - 9:45am

The Unintended Risks Associated with Deploying Technology in the Patrol Car

As technology continues to evolve itself into our daily activities, so must our vigilance in making sure we as administrators minimize the risks of that technology in our officer's mobile officer environment. This session will discuss the theories behind minimizing risk in the patrol car and allow the attendee to leave looking at their equipment and how it is maintained and installed in a more critical view.

Presenter:

Mr. James R. Donahue, CEO, Sterling Solutions of America

10:00am - 11:30am

Pursuit Tires 101

Ok, so you check your oil in your car, maybe you check windshield washer fluid, but how often

[Attendee Menu](#)
[Exhibitor Menu](#)

Attendee Menu | PFE Homepage

[General Attendee Information](#)
[Register](#)
[Exhibitor List/Floor Plan](#)
[Schedule](#)
[Travel and Lodging](#)
[Special Events and Seminars](#)
[More Attendee Info](#)
[Police Fleet Forum](#)
[Contact Us](#)


* Expo only pass is free for employees of law enforcement departments only

do you check your tires? It's easy to take tires for granted, but when one goes flat or it vibrates, it brings your 4500 lb vehicle to halting stop. But maybe you keep a vigilant eye on your tires, but do you know how tires are made, what all those numbers on the sidewall mean, what caused a flat, and many other tire questions? And much like cars, new tires come out annually to meet specific needs. Whether you think you know everything there is to know about tires or your a novice, this class will provide practical knowledge to do your job better.

Class objectives:

- Learn how tires are made
- Tire components
- Tire Dimensions
- Run/Tire Trends
- Air pressure
- Two tire applications Tire Forensics (101)

Presenters:

Mr. Horis "T.J." Tennant, Engineering Manager, Bridgestone Firestone
Mr. Rick Wendt, Channel Manager - Civilian Government Sales, Goodyear.

Print Publications Online Fleet Logs
Subscription Information Advertising Information
Policies About Hendon Contact Information

© 2011 Hendon Publishing Company. All Rights Reserved.

11:45am - 12:45pm Concurrent Sessions 1 & 2

1. TBA

2. Going Green and Saving Money

Are the E.P.A. and budget cuts causing headaches? A discussion of methods successfully used around the world in advanced chemistry and hyper fluid filtration to reduce costs and promote lowered emissions and waste. You've heard a lot of claims, now hear how fluid additives and/or advanced filtration can result in better engine performance, lower maintenance costs and improved engine life.

Presenters:

Mr. Christian DePaull, Sales Manager-North America, HIFZ Micro Filtration
Mr. Ralph Shallock, Market Manager, BG Products, Inc.

1:30pm - 6:00pm Exhibit Hall Open

Friday, August 26th

8:00am - 3:00pm Registration

8:30am - 9:30am General Session

9:30am - 1:30pm Exhibit Hall Open

1:45pm - 2:45pm Concurrent Sessions 3 & 4

3. Moving from Theory to Practice: The Nuts and Bolts of Minimizing Risk in the Patrol Car

This session will provide the attendee with the knowledge to go back to their departments armed with the tactics needed to provide a safe environment from which officers work on a daily basis. Whether the attendee is a professional administrator or sworn officer taking on the assignment of fleet management, they will take with them practical ideas to apply in their own installations or as mandates to their installers.

Presenter:

Mr. James R. Donahue, CEO, Sterling Solutions of America

4. TBA

3:00pm - 4:15pm Tentative General Session - Fed 1033

4:15pm - 4:45pm Wrap-up and Adjourn

Join the Expo coordinators and provide input on what you liked about this conference and how to enhance it for next time. This is a very informal session seeking attendee input providing the coordinators with insight on how to give you the best possible conference. Bring your class suggestions for 2011 because it is through your input we formulate next years' Expo to give you the tools you need.

Presider:

Mr. Dennis Tucker, PFE-W Chair and Lt. Scott Coy, PFE-W Vice Chair



Registration Invoice

Police Fleet Expo 2011

Remit To:

Hendon Publishing Co
130 Waukegan Rd, Ste 202
Deerfield IL 60015-5652
Phone 847-444-3300
Fax 847-444-3333

INVOICE NO: 2011SL-102

DATE: January 31, 2011

Bill To:

Sandra Galvan's Office
1307 Uhland Rd
San Marcos TX 78666

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
					PAID

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
3	Registration for Police Fleet Expo 2011 August 23 – 26, 2011; St. Louis, MO For: Steve Cost Michael Davenport Brad Robinson	129.00	387.00
SUBTOTAL			387.00
SALES TAX			.00
SHIPPING & HANDLING			.00
TOTAL DUE			387.00

\$258.00

Please make checks payable to: **Hendon Publishing Company – FEIN 36-3142739**
If you have any questions concerning this invoice, contact Lisa McDade at 847-444-3300 x31

CANCELLATION POLICY: All cancellations must be submitted, in writing, prior to 08/02/11.

THANK YOU FOR YOUR BUSINESS!

Record Locator: BLOKPO



Flights

Itinerary

Carrier	Flight Number	Departing		Arriving		Booking Code
		City	Date & Time	City	Time	
AA American Airlines	1924	AUSTIN	TUE 23AUG 11:05 AM	DALLAS FT WORTH	12:10 PM	Q
		Michael Davenport Stephen Cost		Economy Economy	Seat 26A Seat 26B	
AA American Airlines	1578	DALLAS FT WORTH	TUE 23AUG 2:15 PM	ST LOUIS INTL	3:50 PM	Q
		Michael Davenport Stephen Cost		Economy Economy	Seat 25A Seat 25B	
AA American Airlines	1173	ST LOUIS INTL	FRI 26AUG 8:30 AM	DALLAS FT WORTH	10:15 AM	Q
		Michael Davenport Stephen Cost		Economy Economy	Seat 26E Seat 26F	
AA American Airlines	1717	DALLAS FT WORTH	FRI 26AUG 11:30 AM	AUSTIN	12:25 PM	Q
		Michael Davenport Stephen Cost		Economy Economy	Seat 25E Seat 25F	

Receipt

PASSENGER	TICKET NUMBER	FARE-USD	TAX	TICKET TOTAL
MICHAEL DAVENPORT	0012338630848	286.52	64.28	350.80
STEPHEN COST	0012338630849	286.52	64.28	350.80
Payment Type: Master Card XXXXXXXXXXXXX6439				Total: \$701.60

You have purchased a NON-REFUNDABLE fare. The itinerary must be canceled before the ticketed departure time of the first unused coupon or the ticket has no value. If the fare allows changes, a fee may be assessed for changes and restrictions may apply.

Electronic tickets are NOT TRANSFERABLE. Tickets with nonrestrictive fares are valid for one year from original date of issue. If you have questions regarding our refund policy, please visit www.aa.com/refunds.

To change your reservation, please call 1-800-433-7300 and refer to your record locator.

Check-in times will vary by departure location. In order to determine the time you need to check-in at the airport, please visit www.aa.com/airportexpectations.

Air transportation on American Airlines and the American Eagle carriers® is subject to American's conditions of carriage.

NOTICE OF INCORPORATED TERMS OF CONTRACT

Air Transportation, whether it is domestic or international (including domestic portions of international journeys), is subject to the individual terms of the transporting air carriers, which are herein incorporated by reference and made part of the contract of carriage. Other carriers on which you may be ticketed may have different conditions of carriage. International air transportation, including the carrier's liability, may also be governed by applicable tariffs on file with the U.S. and other governments and by the Warsaw Convention, as amended, or by the Montreal Convention. Incorporated terms may include, but are not restricted to: 1. Rules and limits on liability for personal injury or death, 2. Rules and limits on liability for baggage, including fragile or perishable goods, and availability of excess valuation charges, 3. Claim restrictions, including time periods in which passengers must file a claim or bring an action against the air carrier, 4. Rights on the air carrier to change terms of the contract, 5. Rules on reconfirmation of reservations, check-in times and refusal to carry, 6. Rights of the air carrier and limits on liability for delay or failure to perform service, including schedule changes, substitution of alternate air carriers or aircraft and rerouting.

You can obtain additional information on items 1 through 6 above at any U.S. location where the transporting air carrier's tickets are sold. You have the right to inspect the full text of each transporting air carrier's terms at its airport and city ticket offices. You also have the right, upon request, to receive (free of charge) the full text of the applicable terms incorporated by reference from each of the transporting air carriers. Information on ordering the full text of each air carrier's terms is available at any U.S. location where the air carrier's tickets are sold or you can click on the Conditions of Carriage button below.

Reservation Details

- **Confirmation Number:** 86414522
- **Your hotel:** Renaissance St. Louis Grand Hotel
- **Check-in:** Tuesday, August 23, 2011 (04:00 PM)
- **Check-out:** Friday, August 26, 2011 (12:00 PM)
- **Room type:** Guest room, 1 King or 2 Double
- **Number of rooms:** 2
- **Guests per room:** 1
- **Guest name:** MICHEAL DAVENPORT
- **Reservation confirmed:** Wednesday, January 26, 2011 (21:51:00 GMT)
- **Guarantee method:** Credit card guarantee, Visa

Hotel

Special request(s):

1 Room:

- 1 King Bed, Guaranteed

1 Room:

- 1 King Bed, Guaranteed

Summary of Room Charges	
Tuesday, August 23, 2011 - Friday, August 26, 2011 (3 nights)	Cost per night per room (USD)
POLICE FLEET/HENDON	98.00
Estimated government taxes and fees	17.39
Total for stay (per room)	346.16
Total for stay (for all rooms)	692.32
<ul style="list-style-type: none"> • On-site parking, fee: 2 USD hourly, 14 USD daily • Valet parking, fee: 28 USD daily • Changes in taxes or fees implemented after booking will affect the total room price. 	

You may modify or cancel your reservation online (see details below), or call 1-800-HOTELS1 (468-3571) in the US and Canada. Elsewhere, call our worldwide telephone numbers.

Contact us if you have questions about your reservation.

Marriott
REWARDS

New! Up to 5 Free Nights Earn 22,500 Bonus Points and 2 Free Night Stays - enough for up to 5 Free Nights - with the Marriott Rewards Credit Card. Reward yourself.
Apply Now



Hotel Services & Amenities

- High-speed Internet in guest rooms
- Business center
- Fitness center on-site
- Indoor pool

For a complete list of services and amenities, download the hotel fact sheet

NAME OF PERSON SUBMITTING REPORT Michael DavenportNAME OF DEPARTMENT: SOMEALSPURPOSE OF TRAVEL: Training - Police Fleet ExpoDESTINATION: St Louis, MO DEPARTURE DATE/TIME 0800 08/23/2011 RETURN DATE/TIME 1500 8/26/2011

NOTE: In order to receive an advance on travel expense, this form must be completed and submitted to the County Auditor no later than 12:00 p.m. on the Tuesday, two weeks prior to the travel date. Upon return to the county, an Employee Travel Expense Form must be completed and submitted to the County Auditor along with any refund due to the county or added expenses incurred. *Please note that all meals are taxable as wages when travel does not include overnight stay. Taxes will be withheld through payroll on your month end paycheck.

ESTIMATED MEALS AND LODGING: (You must attach a copy of the Conference/Meeting Program)

DATE	BREAKFAST (\$7.00 per day)	LUNCH (\$13.00 per day)	DINNER (\$16.00 per day)	ACTUAL LODGING EXPENSE	DAILY TOTAL
*Meal Reimbursements are taxable wages if not traveling overnight.					
8/23/2011		13.00	16.00		29.00
8/24/2011	7.00	13.00	16.00		36.00
8/25/2011	7.00	13.00	16.00		36.00
8/26/2011	7.00	13.00			20.00

TOTAL ESTIMATED MEALS AND LODGING: \$ 121.00**ESTIMATED TRAVEL AND TRANSPORTATION**

Airline, Bus, Train (attach supporting requests information) _____

Personal Auto _____ Miles @ 50 Cents Per Mile (Shortest Route) _____

TOTAL ESTIMATED TRAVEL AND TRANSPORTATION: _____

ESTIMATED OTHER EXPENSES

Conference registration (Attach supporting requests information): _____

Other Expenses (Explain in detail) Subway Pass \$ _____

TOTAL ESTIMATED OTHER EXPENSES: \$ _____

TOTAL REQUESTED FOR EXPENSE ADVANCE: \$ 121.00

STATEMENT OF OFFICIAL OR DEPARTMENT HEAD: "The above named employee is hereby authorized to submit this advance travel expense form for the purpose stated hereon"

Signature of Official or Department Head**Budget Account # 01-618-00.5551**

NOTE: UPON RETURN TO THE COUNTY AND WITHIN 10 DAYS, THE EMPLOYEE TRAVEL EXPENSE FORM MUST BE COMPLETED AND SUBMITTED TO THE COUNTY AUDITOR ALONG WITH ANY REFUND DUE THE COUNTY. ALL REQUEST FOR REIMBURSEMENTS MUST BE SUBSTANTIATED WITH RECEIPTS.

Rental Car

country\ language

search budget.com

12

car rental

specials

car types

locations

smart services

frequent renter

customer care

Hello, sandra.galvn@co.hays.tx.us | I'm not sandra.galvn@co.hays.tx.us

sign in

You're done! Your car is reserved!Confirmation number: 31253972US1 [terms & conditions apply](#)

Total confirmed rate 252.50 USD

unlimited free miles

We've sent a confirmation email to sandra.galvn@co.hays.tx.us

Rate (USD)

car	204.75
<input checked="" type="checkbox"/> options	0.00
<input checked="" type="checkbox"/> taxes & fees	47.75
TOTAL	\$ 252.50

AB rate terms ²¹

• 2 day 17 hour rental • unlimited free miles • 4 day and 2 hour maximum rental required

Location

Pick-up:

LAMBERT/ST. LOUIS INTL APO
- STL ²¹

ST. LOUIS, MO

Tue, 23 Aug 2011 03:30 PM

hours: Sun - Sat open 24 hrs

phone: 314-423-7497

Return:

same as pick-up location

Fri, 26 Aug 2011 08:00 AM

Car

DODGE AVENGER

or similar



• intermediate 2- or 4-door • automatic • air conditioned

Options

• smoke-free vehicle

Personal Info

Michael D

sandra.galvn@co.hays.tx.us

512 393 7809

RapidRez Number none ²¹ Residency US ²¹**Flight information**


AA American flight # 1578

Offer codes

- BCD none
- coupon code none

[rental terms & conditions](#)[print this page](#)[change this reservation](#)[add to Outlook calendar](#)[cancel reservation](#)[send reservation to cell](#)[make another reservation](#)[get driving directions](#)e-mail reservation info to a friend [privacy](#)

send

Budget.  **RENT MORESM SAVE MORE**

Use your customer ID on budget.com for a future rental:
sandra.galvn@co.hays.tx.us
You'll get* **Rent More, Save More Rates**
which include a 10-20% discount!

*after completing your first [eligible rental](#). | [terms and conditions](#)

See?

Of course we make it easy to
Go Budget.

Go the Extra Mile and Support America's Wounded Warriors

 [Contribute now](#)

Fastbreak MEMBERS

RENT 2X BUDGET'S PAYBACK  **Rent twice and get \$25 in Budget bucks!**

[learn more](#)

Terms and Conditions

These conditions will apply unless there are exceptions for your specific rental location. If location exceptions apply, those terms will appear at the end of this list.

Additional Fees and Credit Holds:

- To extend a rental from your originally scheduled return time, you must contact a Budget reservation agent at 800-824-6287. A service fee of \$10 will apply and your original per-day rental rate may change. If within 7 hours of your originally scheduled return time you don't call to extend your rental, a \$10/day late fee will

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 Out of State Training Travel Request for Lt. Graves, Sgt. Skrocki, and Evidence Tech Leatherwood.

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

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: \$303.00- total per diem (\$101.00 each)

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-618-00-5551

REQUESTED BY: Capt Mark Cumberland/Hays County Sheriff's Office

SPONSORED BY: Commissioner Ingalsbe

SUMMARY: This training is for Lt Mark Graves, Sgt Jeri Skrocki and Evidence Tech Logan Leatherwood on July 11-12 in Slidell, La.

The objectives of this training are to provide participants with a basic understanding for the legal and ethical requirements in order to properly operate a professional evidence / property management system. To familiarize fellow law enforcement professionals with the techniques and responsibilities involved in the function of a property room environment. Encourage one another to exchange ideas to improve the understanding and functionality of the property management system within their own agency. Topics covered are:

- Property Room Problems and Solutions
- Policies and Procedures
- Packaging
- Security
- Management Theories
- Events and Trends
- Property Room Layout
- Storage Management
- Documentation
- Purging
- Dispositions
- Audits and Inventories
- Misc Handouts and Sample Forms

Agenda Item Routing Form

DESCRIPTION OF Item: Approve Out of State Training Travel Request for Lt. Graves, Sgt. Skrocki, and Evidence Tech Leatherwood.

PREFERRED MEETING DATE REQUESTED: May 24, 2011

COUNTY AUDITOR

AMOUNT: \$303.00- total per diem (\$101.00 each)

LINE ITEM NUMBER: 001-618-00-5551

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL


CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



REGISTER HERE

TRAINING
Schedule
Courses
Options

SERVICES
Articles
Books
Legal

Featured Training

TRAINER'S
COURSE

HOSTAGE
Negotiation

PATC Divisions

LETI
Law Enforcement


LLRM
Legal & Liability

TECH
Digital Forensics

SRTI
School Resources

FSTI
Fire Science

PUBLIC AGENCY TRAINING COUNCIL

CONTACT PATC ABOUT PATC PATC PUBLICATIONS/BOOKSTORE TRAINING PARTNERS 

Subscribe Here! FOLLOW PATC

SEMINAR DETAILS

*Pro-Payment is NOT required to register and attend
Register for this Seminar | Return to Schedule | Send this page to a friend*

Seminar Title:
Managing the Property and Evidence Room

DATES: 7/11/2011 through 7/12/2011

INSTRUCTOR(S): Joseph Willis

LOCATION: Slidell Police Academy - 34870 Grantham College Rd, Slidell, LA 70460

HOTEL: Comfort Inn & Suites - Slidell, LA 866-320-0888
\$88.00 single/double
Identify with PATC to receive discounted rate

COURSE REGISTRATION FEE: \$260.00 Includes all training materials, and a Certificate of Completion.

Instructor Bio

Joseph Willis (retired) is a 26 year veteran of the Keene (NH) Police Department. His most current assignment was with the Special Services Division. He has been an instructor for Property and Evidence Management courses around the country for these years. He instructs for new recruits in the field of property collection, preservation, packaging and submission of Property Evidence. Until his retirement he was the team leader for the department's Collision Analysis Team, team leader for the Hostage Negotiation Team. He earned a Bachelor of Arts Degree magna cum laude from Franklin Pierce University. He is a certified FBI Instructor, member of the International Association for Property and Evidence and New England Association for Crisis Negotiators. During his career with the Keene Police, he served as a Juvenile Detective/Prosecutor, Major Crimes Detective, Platoon Case Manager, Undercover Narcotics Detective for the NH Attorney General's Drug Task Force and finally as the Property and Evidence Manager.

Pro-Payment is NOT required to register or attend this seminar

CLICK HERE TO REGISTER FOR THIS SEMINAR

Course Objectives

To provide participants with a basic understanding for the legal and ethical requirements in order to properly operate a professional evidence / property management system. To familiarize fellow law enforcement professionals with the techniques and responsibilities involved in the function of a property room environment. Encourage one another to exchange ideas to improve the understanding and functionality of the property management system within their own agency.

- Property Room Problems and Solutions
- Policies and Procedures
- Packaging
- Security
- Management Theories
- Events and Trends
- Property Room Layout
- Storage Management
- Documentation
- Picking
- Dispositions
- Audits and Inventories
- Miscellaneous Handouts and Sample Forms



SEARCH ALL PATC SITES

PATC UPDATES

SOCIAL NETWORKS

- Investigation
- Liability
- Policy

4 Part Webinar Series
DETAILS HERE

 
Twitter Facebook

DETAILS & REGISTRATION

RECENT NEWS & ARTICLES

May 6 **SHORT SURVEY**
Law Enforcement Policy Survey


May 3 **Legal Update**
Property & Evidence Mgt.

April 28 **Legal Update**
Carotid Search of Cell Phone

Gold Coast Squad's Needed!

View All Articles
Need expert testimony?

ARTICLES ARCHIVES



LEGAL DEBATES
LEGAL QUESTIONS
LEGAL CORRECTIONS
LEGAL TRAINING
SCHOOL RELATED
Tech BLOG | Tech Forum

EMPLOYEE TRAVEL ADVANCE FORM

NAME OF DEPARTMENT: SO

DESTINATION: Slidell, LA DEPARTURE DATE/TIME 0900 7/10/2011 RETURN DATE/TIME 2200 7/12/2011

ESTIMATED MEALS AND LODGING: (You must attach a copy of the Conference/Meeting Program)

[illegible]

ESTIMATED TRAVEL AND TRANSPORTATION

Personal Auto _____ Miles @ 50 Cents Per Mile (Shortest Route)

ESTIMATED OTHER EXPENSES

Other Expenses (Explain in detail)	Subway Pass
------------------------------------	-------------

TOTAL REQUESTED FOR EXPENSE ADVANCE:

\$_____

\$ _____
\$ 101.00

"The above named employee is hereby authorized to submit

Budget Account # 01-618-00.5551

37

NAME OF PERSON SUBMITTING REPORT Logan LeatherwoodNAME OF DEPARTMENT: SO

PURPOSE OF TRAVEL: Training - Managing the Property & Evidence Room

DESTINATION: Slide, LA DEPARTURE DATE/TIME 0900 7/10/2011 RETURN DATE/TIME 2200 7/12/2011

***** DEPARTURE DATE/TIME 0700 7/12/2011 RETURN DATE/TIME 2200 7/12/2011 *****

NOTE: In order to receive an advance on travel expense, this form must be completed and submitted to the County Auditor no later than 12:00 p.m. on the Tuesday, two weeks prior to the travel date. Upon return to the county, an Employee Travel Expense Form must be completed and submitted to the County Auditor along with any refund due to the county or added expenses incurred. *Please note that all meals are taxable as wages when travel does not include overnight stay. Taxes will be withheld through payroll on your month end paycheck.

ESTIMATED MEALS AND LODGING: (You must attach a copy of the Conference/Meeting Program)

[illegible]

TOTAL ESTIMATED MEALS AND LODGING: \$ 101.00

ESTIMATED TRAVEL AND TRANSPORTATION

Airline, Bus, Train (attach supporting requests information)

Personal Auto _____ Miles @ 50 Cents Per Mile (Shortest Route) _____

TOTAL ESTIMATED TRAVEL AND TRANSPORTATION:

ESTIMATED OTHER EXPENSES

Conference registration (Attach supporting requests information):

Other Expenses (Explain in detail) Subway Pass

\$_____

TOTAL ESTIMATED OTHER EXPENSES:

\$_____

TOTAL REQUESTED FOR EXPENSE ADVANCE:

\$ 101.00

STATEMENT OF OFFICIAL OR DEPARTMENT HEAD:
this advance travel expense form for the purpose stated hereon"

"The above named employee is hereby authorized to submit

Signature of Official or Department Head

Budget Account # 01-618-00.5551

NOTE: UPON RETURN TO THE COUNTY AND WITHIN 10 DAYS, THE EMPLOYEE TRAVEL EXPENSE FORM MUST BE COMPLETED AND SUBMITTED TO THE COUNTY AUDITOR ALONG WITH ANY REFUND DUE THE COUNTY. ALL REQUEST FOR REIMBURSEMENTS MUST BE SUBSTANTIATED WITH RECEIPTS.

EMPLOYEE TRAVEL ADVANCE FORM

NAME OF PERSON SUBMITTING REPORT Mark Graves

NAME OF DEPARTMENT: SO

PURPOSE OF TRAVEL: Training – Managing the Property & Evidence Room

DESTINATION: Slide, LA DEPARTURE DATE/TIME 0900 7/10/2011 RETURN DATE/TIME 2200 7/12/2011

NOTE: In order to receive an advance on travel expense, this form must be completed and submitted to the County Auditor no later than 12:00 p.m. on the Tuesday, two weeks prior to the travel date. Upon return to the county, an Employee Travel Expense Form must be completed and submitted to the County Auditor along with any refund due to the county or added expenses incurred. *Please note that all meals are taxable as wages when travel does not include overnight stay. Taxes will be withheld through payroll on your month end paycheck.

ESTIMATED MEALS AND LODGING: (You must attach a copy of the Conference/Meeting Program)

[illegible]

TOTAL ESTIMATED MEALS AND LODGING: \$ 101.00

ESTIMATED TRAVEL AND TRANSPORTATION

Airline, Bus, Train (attach supporting requests information)

Personal Auto _____ Miles @ 50 Cents Per Mile (Shortest Route) _____

TOTAL ESTIMATED TRAVEL AND TRANSPORTATION:

ESTIMATED OTHER EXPENSES

Conference registration (Attach supporting requests information):

Other Expenses (Explain in detail)	Subway Pass
------------------------------------	-------------

\$_____

TOTAL ESTIMATED OTHER EXPENSES:

\$_____.

TOTAL REQUESTED FOR EXPENSE ADVANCE:

\$ 101.00

STATEMENT OF OFFICIAL OR DEPARTMENT HEAD:
this advance travel expense form for the purpose stated hereon"

"The above named employee is hereby authorized to submit

Signature of Official or Department Head

Budget Account # 01-618-00.5551

Budget Account # 01-618-00.5551

NOTE: UPON RETURN TO THE COUNTY AND WITHIN 10 DAYS, THE EMPLOYEE TRAVEL EXPENSE FORM MUST BE COMPLETED AND SUBMITTED TO THE COUNTY AUDITOR ALONG WITH ANY REFUND DUE THE COUNTY. ALL REQUEST FOR REIMBURSEMENTS MUST BE SUBSTANTIATED WITH RECEIPTS.

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: Approval for renewal of IFB 2010-B07 "Mowing & Grounds Maintenance for Dudley Johnson/Randall Vetter & Kyle Log House" to Maintenance Management for one additional year as provided for in original bid.

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

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Pinnix

SPONSORED BY: COBB

SUMMARY: All terms and conditions remain unchanged and in full force and effect as provided in the original contract. All pricing will remain the same. (see attached)



OFFICE OF THE COUNTY AUDITOR

111 E. San Antonio St., Ste 100

San Marcos, Texas 78666

512-393-2283

Fax: 512-393-2248

www.co.hays.tx.us

Bill Herzog, CPA

County Auditor

bherzog@co.hays.tx.us

April 29, 2011

Cindy Maiorka CPPB

Purchasing Manager

cindym@co.hays.tx.us

Maintenance Management
625 Pioneer Trail
San Marcos, Texas 78666

Dear Mr. Bagwell;

The contract for our "Mowing & Grounds Maintenance for Dudley Johnson/Randall Vetter & Kyle Log House" will expire May, 2011. This letter will serve as notice that Hays County would like to renew your existing contract for one additional year, provided all terms and conditions remain unchanged and in full force and effect as provided in the original contract. If you are in agreement with this, please sign below and mail back to Hays County Purchasing Office, 111 E San Antonio Street, and Suite 101, San Marcos, Texas 78666. (See attached bid)

If you have any questions please feel free to contact me at 512-393-2273.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Maiorka CPPB".

Cindy Maiorka, CPPB
Purchasing Agent

Signature Date 5/17/11

Company Name Maintenance Mgt.

Bid#2010-807
Mowing and Ground Maintenance
Dudley Johnson and Randall Vetter Park and Kyle Log House

	Cedar Solutions LLC	Universal Landscape	Maintenance Mgt	I.B.S.
Price Per Cut (Scheduled):	\$ 2,710.00	\$ 850.00	\$ 860.00	\$ 2,150.00
Price Per Man Hour Rate for				
One-Time Annual Pruning:	\$ 25.00	\$ 35.00	\$ 35.00	\$ 18.00
Price Per Extra Services				
Per Man Hour:	\$ 25.00	\$ 35.00	\$ 27.50	\$ 18.00
Additional cuts (not Scheduled):	\$ 3,600.00	\$ 850.00	\$ 1,055.00	\$ 2,150.00

**Cost for Mowing
30' near river

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 the Jail Support Service budget.

TYPE OF ITEM: CONSENT

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: \$66, 715.41

LINE ITEM NUMBER OF FUNDS REQUIRED: From 5361 Contract Inmate Detention to 5451 Building Maintenance

REQUESTED BY: Julie Villalpando

SPONSORED BY: Commissioner Precinct 2 Mark Jones

SUMMARY:

This budget amendment will allow the Sheriff's office to repair damaged fencing and add additional fencing to the 1303/1307 properties to better protect and law enforcement grounds. A bid from Texas Correctional Industries quoted \$25,420.70 to do the six areas of repairs and \$41,294.71 to tie in the corner of 1303 building to our Training Department.

Agenda Item Routing Form

DESCRIPTION OF Item: Amend the Jail Support Service budget.

PREFERRED MEETING DATE REQUESTED: May 24, 2011

COUNTY AUDITOR

AMOUNT: \$66,715.41

LINE ITEM NUMBER: From 01-618-03.5361 Contract Inmate Detention to 01-618-03.5741
Miscellaneous Capital Improvements.

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes - State Contract

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: Approve cancellation of Commissioners Court on June 7, 2011.

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

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Debbie Ingalsbe

SPONSORED BY: Debbie Ingalsbe

SUMMARY: This cancellation is due, in part, to the South Texas County Judge's and Commissioner's Association Conference.

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 the CAPCOG 911 grant budget to use savings in office supplies for travel for mileage reimbursement.

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

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: \$1,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-657-99-037.5501

REQUESTED BY: Garza/Floyd

SPONSORED BY: Commissioner Ingalsbe

SUMMARY: This amendment does not require matching funds from the County.

Budget Amendment:

001-657-99-037.5211 (\$1,000.00)

001-657-99-037.5501 1,000.00

Agenda Item Routing Form

DESCRIPTION OF Item: Amend the CAPCOG 911 grant budget to use savings in office supplies for travel for mileage reimbursement.

PREFERRED MEETING DATE REQUESTED: May 24, 2011

COUNTY AUDITOR

AMOUNT: \$1,000.00

LINE ITEM NUMBER: 001-657-99-037.5501

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

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend budget for Wintersmill Parkway Trail for equipment purchase.

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

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: \$6,820

LINE ITEM NUMBER OF FUNDS REQUIRED: 150-813-97-048.5719_700

REQUESTED BY: Pinnix/Hauff

SPONSORED BY: Will Conley

Summary:

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

Budget Amendment:

150-813-97-048.5611_700: (6,820)

150-813-97-048.5719_700: 6,820

Agenda Item Routing Form

DESCRIPTION OF Item: Amend budget for Wintersmill Parkway Trail for equipment purchase.

PREFERRED MEETING DATE REQUESTED: May 24, 2011

COUNTY AUDITOR

AMOUNT: \$6,820

LINE ITEM NUMBER: 150-813-97-048.5719_700

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

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

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 JP 1-2 budget for continuing education.

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

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

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: \$180

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-626-00.5551

REQUESTED BY: Margie Hernandez

SPONSORED BY: Judge Bert Cobb, M.D.

Funds are needed for the annual Justice of the Peace seminar provided by the Texas Justice Court Training center. This seminar is required training for JP's.

Budget Amendment:

001-626-00.5213: (180)

001-626-00.5551: 180

Agenda Item Routing Form

DESCRIPTION OF Item: Amend JP 1-2 budget for continuing education.

PREFERRED MEETING DATE REQUESTED: May 24, 2011

COUNTY AUDITOR

AMOUNT: \$180

LINE ITEM NUMBER: 001-626-00.5551

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

Request forms are due in the County Judge's office

no later than 12:00 noon on WEDNESDAY.

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

AGENDA ITEM: Discussion and possible action to consider the acceptance of road construction, drainage improvements, release of the construction surety, and acceptance of the maintenance surety in the amount of \$13,527.58 for two years for Bush Ranch subdivision, Phase 2, Section 1.

Consent, Action, Executive Session, Etc. – Action

MEETING DATE REQUESTED: May 24, 2011

REQUESTED BY: Commissioner Ray Whisenant / Jerry Borcharding

FUNDS REQUIRED:

SUMMARY:

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW. The Road Department has inspected and approved the improvements. The road segment is: Four Star Boulevard (700 ft.).



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

5/18/11

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

RE: Bush Ranch Phase 2 Section1

Dear Commissioners and Judge:

Mike Schoenfeld, DH Investment, Owner, is requesting that Hays County release the construction bond for Bush Ranch Phase 2 Section 1 and accept a maintenance bond in the amount of \$4,090.52 for Drainage, and \$9,437.47 for Street Improvements. Jacy M. Warwick, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the construction bond be released.

Respectfully,

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

CMA Engineering, Inc.

Registration No. F-3053

Robert P. Callegari, P.E.
Felix J. Manka, P.E.

May 17, 2011

Jerry H. Borcharding, P.E.
County Engineer
Hays County Road Department
2171 Yarrington Road
P.O. Box 906
San Marcos, Texas 78667-0906

RE: Bush Ranch Phase 2 Section 1
Water, Wastewater, Streets and Drainage Improvements in Right of Way
CMA No. 1484

Mr. Borcharding:

Please be advised that the referenced Project, Water, Streets and Drainage Improvements within the Right of Way have been completed. The construction was completed substantially according to the Approved Plans and Specifications.

I have visited the site during construction and observed that the improvements were constructed in a manner substantially consistent with the Approved plans and Specifications. As-Built drawings are attached.

Very truly yours,
CMA Engineering, Inc.



Jacy M. Warwick, P.E.
Project Manager

Cc: Mike Schoenfeld, DH Investment

**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906

512/393-7385 EXT 29

San Marcos, TX 78667

CELL: 512/738-2555

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

FAX: 512/393-7391

INSPECTION REPORT

LOCATION:	Bush Ranch Phase 2 Section	DATE:	4/18/2011
OWNER:	FT Woods	WEATHER:	
CONTRACTOR:	Mnike Shoenfeld, DH Investments	TIME:	
INSPECTOR:	Todd Spencer		

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

1. Seal Cracks in roadway
2. Clean roadway
3. Signage
4. Asbuilt plans
5. Concurrence letter
6. Test reports
7. Environmental punchlist to be complete

Todd Spencer, Construction Inspector

4/18/2011

Date

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

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

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Clint Garza and Roxie Botkin

SPONSORED BY: Precinct 4 Commissioner Ray Whisenant

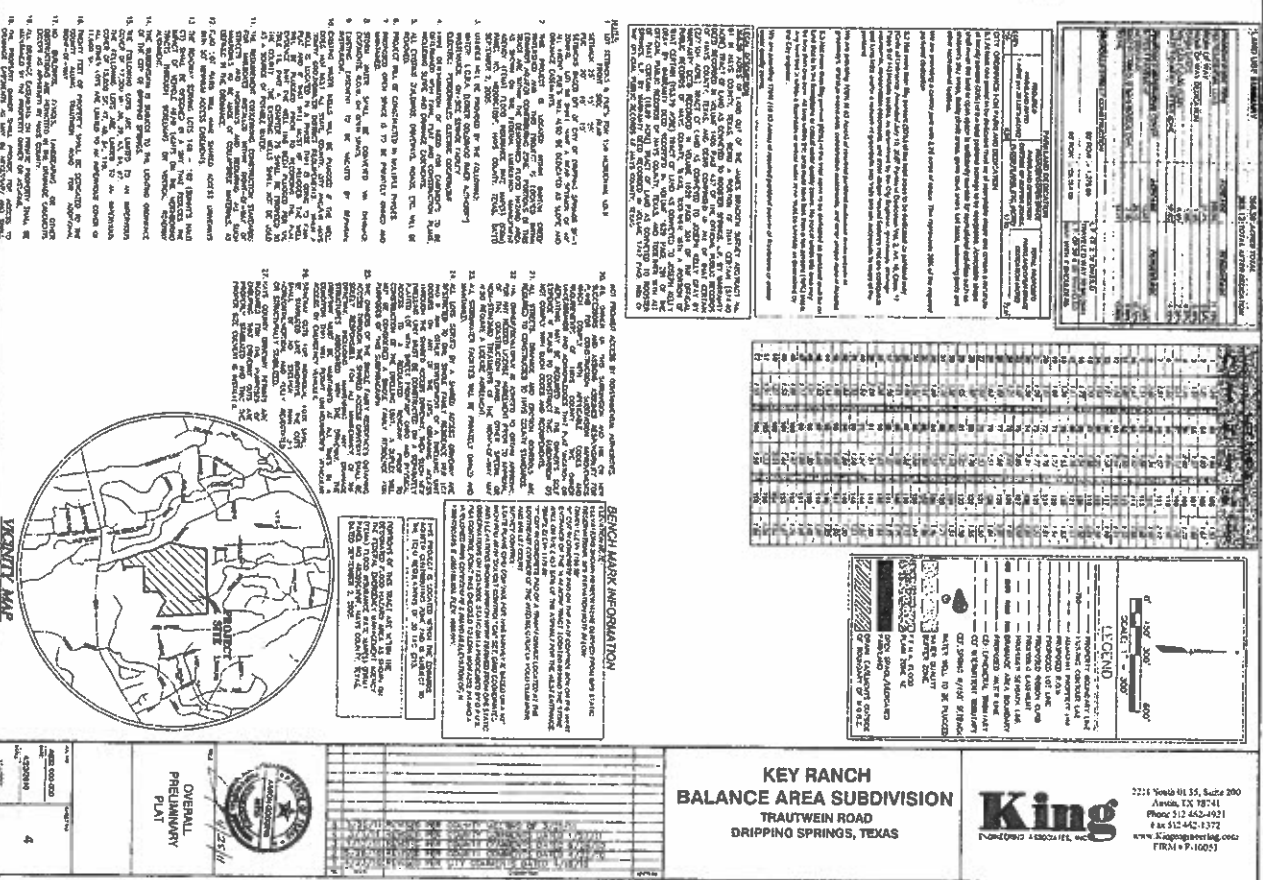
SUMMARY:

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

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

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

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



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to accept and approve the Guaranteed Maximum Price (GMP) Proposal for the LEC Immediate Needs as submitted by D.L. Bandy Constructors and to authorize the County Judge to issue a Notice to Proceed with Construction and to finalize the Change Order to the Contract between Hays County and D.L. Bandy Constructors for Part II Construction Services.

TYPE OF ITEM: Discussion/Action

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: \$1,470,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-645-00.5741 Countywide Miscellaneous Capital Improvements

REQUESTED BY: Conley/Cobb

SPONSORED BY: Conley/Cobb

SUMMARY:

The Commissioners' Court approved \$2 Million for immediately needed Jail Renovations on August 24, 2010. Hays County contracted with D.L. Bandy Constructors as the Construction Manager at Risk to provide Part I Pre-Construction Services on April 19, 2011, with further authorization of services (Part II Construction Services) to occur after execution of the GMP Proposal. See attached back-up for the Work included in the GMP. Discussion and Possible Action will include two add alternates as requested by Hays County Sheriff's Office and presented by D.L. Bandy Constructors.

Note: As part of the \$2 Million Immediate Needs projects approved in August 2010, the upgrades to the HVAC units were previously completed by JE Dunn and are not included in this GMP.

JUSTIFICATION:

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and Possible Action to accept and approve the Guaranteed Maximum Price (GMP) Proposal for the LEC Immediate Needs as submitted by D.L. Bandy Constructors and to authorize the County Judge to issue a Notice to Proceed with Construction and to finalize the Change Order to the Contract between Hays County and D.L. Bandy Constructors for Part II Construction Services.

PREFERRED MEETING DATE REQUESTED: May 24, 2011

COUNTY AUDITOR

AMOUNT: \$1,470,000.00

LINE ITEM NUMBER: 001-645-00.5741 Countywide Miscellaneous Capital Improvements

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: _____

D. L. BANDY CONSTRUCTORS, INC.
HAYS COUNTY LAW ENFORCEMENT CENTER IMMEDIATE
NEEDS PROJECT

DRAFT

Table of
Contents

SECTION 1- GUARANTEED MAXIMUM PRICE PROPOSAL-EXHIBIT D

SECTION 2- EXECUTIVE SUMMARY

SECTION 3-PROJECT TEAM

SECTION 4- ORIGINAL PROJECT PROPOSAL DOCUMENTS

SECTION 5-BID PACKAGES

- 1. SECURITY CAMERAS AND MONITORS**
- 2. REPLACE FIRE ALARM SYSTEM**
- 3. REPAIR/REPLACE SMOKE EXHAUST SYSTEM**
- 4. EXTERIOR CONCRETE WALL REPAIRS**
- 5. ADA COMPLAINT TOILET AND SHOWER**
- 6. REPLACE LIGHT FIXTURES IN FACILITY**

SECTION 6- ALTERNATES

- 1. LIGHTNING PROTECTION REPAIRS**
- 2. PLUMBING REPAIRS**
 - a. REPLACE SHOWER DRAINS**
 - b. REPLACE FLUSH VALVES**

SECTION 7- PRELIMINARY SCHEDULE

SECTION 8- LIST OF SUBCONTRACTORS

SECTION 9-PERFORMANCE AND PAYMENT BONDS

SECTION 10- PRECONSTRUCTION STATUS MILESTONES

SECTION 11- COMMENTS

DRAFT

Hays County LEC Security Cameras and Equipment

Base Bid:

- A field survey has been performed and the comments from that investigation are identified and addressed within this document.
- This scope includes removal and replacement of all defective, outdated, broken and unused Cameras, Monitors and related equipment for the entire LEC facility.
- Work to include New Cameras as required, Hardware, Software and Interface with the existing computer System of the Hays County Justice System.
- Includes testing existing wiring to make sure that is currently in good working condition prior to installation of the new cameras and equipment. Re-Use all existing, conduits, wiring, etc. except at new camera locations.
- Add new cameras at locations determined by the LEC; readjust all existing cameras currently needing adjustment.
- Provide Shop Drawings, Specifications, Testing, Training, and Warranties as required.

The current system CCTV and DVR system at the Hays County Law Enforcement Center will be upgraded with some new cameras to replace existing cameras not working, new cameras where security has identified additional coverage is needed and the adjustment and relocation of existing cameras to obtain a greater FOV (field of view) in certain areas. The current DVR Digital Video Recorders will be replaced with a new 3yr warranty 2TB storage unit system consistent in manufacturer and model as the new Hays County Detention Center installation.

The current Hays County Law Enforcement Center has in place newer computers, monitors and a network architecture for the current video management system, which will interface into the new system and become the Video Review Stations for access to the cameras and DVR's for archiving, reviewing and recording. These existing stations when not logged into specific machines can monitor the live views and feeds of each DVR as they select them from the list of Recorders through assigned ip addresses.

The existing cameras will be systematically connected to the new DVR's based on the areas of the facility and the needs of the controlling officer within each area. Each DVR will have 16 cameras connected to them and have a 2 TB storage capacity (approx. 16

cameras on 2TB = 60 days of archived video). The new 8 DVR machines [128 camera capacity] will be installed into 2 new lockable headend cabinets, in place of the existing free standing rack. The DVR software will be loaded and programmed onto each of the existing access computers and the titles for each camera will be programmed on to the DVR's as identified by the facility.

Cameras, the current cameras on the system **(81)** will remain and transfer over onto the new DVR's. Of which, there will be **(21)** of them replaced with a different type and model of camera to provide a broader view of security or to replace cameras no longer functioning. The Wire for these cameras will be utilized for each camera location however; the cables will need to be re-terminated at the headend because of noted installation deficiencies and will need to route into the new cabinets. The remaining **(60)** camera locations will each be documented and adjusted for best "Field Of View" FOV positioning since there will now be more camera coverage, which allows existing cameras not to be so stretched for coverage areas. Some of the cameras will be repositioned or relocated to meet the needs and coverage as defined by the security team.

There were numerous cameras noted that would have to be added to the system **(47)** which will require wiring to each location. The Exterior camera locations will require conduit, wiring and mounting hardware. Total cameras accounted for including existing and new (81 + 47 = 128).

The System will have the capability to have [5] Administrators or Power Users on a single DVR at a time (you have 8 DVR's on the system), with the capabilities to archive, record, and review saved data. You will have the unlimited ability by the local stations to view "Live" video from each DVR without logging into them. The placement and assignment of each camera to DVR will number will assist with making for a more cohesive viewing system.

Install new Split System A/C unit to existing Mechanical / Equipment Room #262 where new security system hardware is to be installed.

See attached information on equipment.

DRAFT

DRAFT

Hays County LEC Fire Alarm Scope

Base Bid: Design and install a new (including wiring and all devices) Fire Alarm System, per all applicable codes and laws, in the Hays County LEC.

- This is to include removal of all Panels, wiring and devices as required.
- It is believed that 95% of the existing wiring is in conduit. These conduits are to be utilized in the installation of the new wiring. The remaining 5% is to be placed in the above-ceiling area, suspended from the roof structural steel.
- Scope includes design, shop drawings, submittals, as-built drawings, specifications, and permits as required, interface and coordination with all related systems, owner training, O&M Manuals, testing, Fire Marshal approval and all Warranties
- For all proposed work, the following are included:
- Equipment, new system cabling and other materials required for system installation.
- Installation, programming and testing labor
- It is intended to use existing conduit and back-boxes for new fire alarm equipment and cabling.
- Further clarifications follow, under the specific fire alarm system scope of work
- Interface to HVAC, building automation, door locking system or other systems not provided by Fire Alarm Contractor. We will be available to coordinate these terminations with vendors/contractors that normally service this equipment.
- Scope of work includes replacing of existing Silent Knight fire alarm system with a new Silent Knight 5895XL fire alarm system. Please note the following:
- System is proposed as a one-for-one replacement, except for the administration departments in Area A. These areas are out of current code compliance and it is likely that Hays County will require these to be brought up to code. This basically involves addition of strobes or horn-strobes in about 25 locations. For these areas, we will provide necessary power supplies, back-boxes and plenum-rated cabling. The institutional sections appear to be in compliance regarding the current device locations, so no devices should need to be added. Kitchen hood suppression system may not be currently connected / monitored by the fire alarm system. Provisions are included in this proposal for release of the following doors as required:

DRAFT

- Public Visit 280, Public Contact 281, Public Visit 282 and Public Visit 158.

DRAFT

Material List

- 1 Silent Knight 5895XL Fire Alarm Control Panel w/ 3 127 Device Expander Modules
- 8 LCD Annunciator (fire alarm sub-panel)
- 2 Strobe Power Supply, 6A
- 16 Manual Pull Station
- 296 Photoelectric Smoke Detector
- 7 Heat Detector
- 62 Duct Smoke Detector
- 3 Flame (IR) Detector
- 14 Strobe
- 20 Horn-Strobe
- 2 Addressable Relay Module (for door locking interface)
- 4 Dual Input Module (for fire sprinkler and kitchen hood interface)

DRAFT

Hays County LEC Smoke Exhaust / HVAC Scope

Base Bid: Inspect existing Smoke Exhaust Fans, repair/replace as needed, correctly wire controls into the Fire Alarm / HVAC Systems to function as required.

- This scope is to include a complete inspection and evaluation of 43 existing Smoke Evacuation Exhaust Fans and related equipment and the interface to the HVAC and Fire Alarm Systems. Provide a complete Unit Price List so that once the repairs/replacement of equipment can be determined the final price can be agreed upon for a total subcontract value. See the Smoke Exhaust Fan Actual Layout and Numbering File and Smoke Exhaust Fan Data for the Greenheck units in the attached package.
- Once the work determined from this service call is complete, the fans will be interfaced with the Fire Alarm and HVAC Systems to operate fans in each individual zone as indicated per plans.
- The contractor performing the work in this scope is responsible for cleaning/removal of debris and trash on a daily basis.
- Includes all submittals and warranties

Hays County LEC Exterior Wall Panel Repair Scope

Base Bid:

- Includes initial inspection of existing panel connections and repairs required at each panel joint condition.
- Work to include Saw Cutting for all repairs, chipping as required for the condition determined. Structural clip repairs, cleaning, preparation and treatment of all rusted or deteriorating structural steel exposed within the panels. Replacement of demolished panel materials with wall patching materials as specified by the structural engineer.
- Work to include Exterior Porcelain or Granite Tile to be installed for ascetic purposes in the configuration and size shown on the drawings.
- Remove and replace all landscaping as to access the panels where needed. Cleanup and Dispose of all debris daily.
- Includes Shop Drawings, Specifications, Inspections, engineer approvals and all Warranties

DRAFT

Hays County LEC Plumbing Scope

Base Bid: ADA-Compliant Shower and Water Closet at the Infirmary

- See Key Notes in attached **Request for Proposals for Construction Manager at Risk- Hays County LEC Immediate Needs**
- This scope includes demolition/removal of existing shower and sink/toilet fixtures.
- Include demo/removal of concrete necessary for installation of plumbing for the new fixture.
- This scope will include alteration of the steel cell wall at the current location of the existing shower and sink/toilet units. The steel wall will be reconfigured to accommodate the new fixtures, to include painting. (The key notes indicate a CMU wall to be existing in this area, but is not correct).
- Includes replacement of concrete as necessary.
- Subcontractor for this work will be responsible for dust control and clean-up of their work area daily (or upon completion of work prior to proceeding to other areas)
- Includes submittals and all Warranties

EXCLUSIONS:

NO TERRAZO PATCHING, FINISH TO BE COLORED CONCRETE TO MATCH IN PATCHED AREAS.

DRAFT

Hays County LEC Lighting / Electrical

Base Bid:

- Includes removing and replacing 695 'A' Fixtures, 120 'C' Fixtures, 8 'D' Fixtures, 15 'F' Fixtures, 9 'J' Fixtures, 12 'K' Fixtures, 6 'KA' Fixtures, 3 'M' fixtures, 9 'ML' Fixtures and 1 'T' Fixture, totaling 877 Fixtures replaced. Staff dining #230 currently has 9 new fixtures utilizing T12 Lamps, Change out ballasts in these fixtures and install T8 ballasts and lamps.
- Re-Use all existing wiring and conduit.
- Provide new T8 Lamps at all fixtures
- Segregation Cells (14) have existing "Nightlight" condition within the fixture. Reuse and rewire lighting in the new fixtures if possible.
- All fixtures to be removed are to become the property of the LEC as requested.
- Includes work associated with infirmary ADA Shower upgrade. Work includes relocating new light fixture, relocating outlet and intercom.
- Provide Angle Iron cover over conduit welded to steel wall panels
- Provide Submittals and warranties as required.

DRAFT

Hays County LEC Lightning Protection Scope

Base Bid:

- Includes initial inspection of existing non-working system and a complete scope of all items to be repaired, replaced, relocated or added.
- This system is to be brought up to current codes or standards
- Includes Shop Drawings, Specifications, Inspection and all Warranties

Scope of work:

- Remove existing copper lightning protection from metal cap on parapet and replace with new aluminum lightning protection system do to dissimilar metals.
- Install LP on all new mechanical units and existing old ones that do not have lightning protection that meets current standards and codes.
- Re-attach any loose cable on the roof at 3 foot to meet code.
- Price includes upgrading the lightning protection system to meet current lightning protection standards.
- Upon completion, we will provide a Bonded Lightning Protection Certification stating the work performed complies with lightning protection standards as written by Underwriters Laboratories, Inc., the National Fire Protection Association, and the Lightning Protection Institute.

Exclusions:

- Price is based on adhering directly to the roof membrane and does not include furnishing or installing any special pads, pavers, membrane strips, etc. under the lightning protection roof conductors. If required by the roof manufacturer (500) locations are required.
- Price does not include lightning rated surge devices at the main electrical, telephone and antenna service entrances.

DRAFT

Hays County LEC Plumbing Alternate 2A Scope

Alternate 2A: Replace 54 existing shower drains in cell showers

- See Zurn specifications in attached package.
- If backs of showers are to be altered to obtain access to the drains, alteration must be held to a minimum (refer to attached photos). Each such occurrence shall be individually reviewed and approved prior to work.
- See attached drawings for locations
- Remove and Replace Drain assemblies to access Shower Drains as needed (see Photos). Reinstall T-Drain assemblies with No-Hub Bands.
- Replace toilet gasket, to be supplied by the LEC.
- Daily Clean-up By Subcontractor or prior to relocation to a different installation location.

DRAFT

Hays County LEC Plumbing Alternate 2B Scope

Alternate 2B: Replace flush valves

Replace Flush Valves in 135 Locations throughout the secure inmate area of the LEC. Work consists of Removal of Delaney Flush Valves and Replacement with Specified Sloan Valves. Valve Assembly includes Wall Sleeves and Shut-Off Valves.

- See Sloan specifications in attached package.
- See attached drawings for locations
- Daily Clean-up By Subcontractor or prior to relocation to a different installation location.

DRAFT

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to approve the form of a Standard Utility Relocation Agreement for use by agents of Hays County.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: WEAVER/KENNEDY/COBB

SPONSORED BY: COBB

SUMMARY: In 2009, the Hays County Commissioners Court approved several form documents for use on county road projects. This approval gave contractors and consultants a pre-approved arsenal of documents from which they could draw, without the necessity of coming to Court for feedback on the deal points. It also dovetailed with the broad authority granted to ex officio road commissioners and the County Judge related to ROW acquisition, PUAs, and the like.

Prime Strategies developed this new form and presented it to counsel last week. Counsel recommends approval of the form, as drafted.

STANDARD UTILITY AGREEMENT

County: Hays
ROW CSJ:
Highway Project Letting Date:

U-Number:
Highway:
From:
To:

This Agreement by and between Hays County, a political subdivision of the State of Texas ("**County**"), and , ("**Utility**"), acting by and through its duly authorized representative, shall be effective on the date of approval and execution by and on behalf of the **County**.

WHEREAS, that the State of Texas ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**") and Hays County ("**County**") have executed a Pass Through Financing Agreement between **TxDOT** and the **County** signed on 12/20/06 and amended on 5/21/08 stating that the **County** is financially responsible for a utility deemed to be reimbursable within the limits of the highway as indicated above;

WHEREAS, the proposed highway improvements will necessitate the adjustment, removal, and/or relocation of certain facilities of **Utility** as indicated in the following statement of work: [Enter scope of work here or submission will not be complete] ; and more specifically shown in **Utility's** plans, specifications and estimated costs, which are attached hereto as Attachment "A".

WHEREAS, the **County** will participate in the costs of the adjustment, removal, and/or relocation of certain facilities to the extent as may be eligible for **County** participation.

WHEREAS, the **County**, upon receipt of evidence it deems sufficient, acknowledges **Utility's** interest in certain lands and/or facilities that entitle it to reimbursement for the adjustment, removal, and relocation of certain of its facilities located upon the lands as indicated in the statement of work above.

NOW, THEREFORE, BE IT AGREED:

The **County** will pay to **Utility** the costs incurred in adjustment, removal, and/or relocation of **Utility's** facilities up to the amount said costs may be eligible for **County** participation.

The **County** and **Utility** agree that all conduct under this agreement, including but not limited to the adjustment, removal and relocation of the facility, the development and reimbursement of costs, any environmental requirements, and retention of records will be in accordance with 23 CFR 645, Subparts A & B and all other applicable federal and state laws, rules and regulations. **Utility** agrees to supply, upon request by the **County**, proof of compliance with the aforementioned laws, rules and regulations prior to the commencement of construction.

The **Utility** agrees to develop relocation or adjustment costs by accumulating actual direct and related indirect costs in accordance with a work order accounting procedure prescribed by the **County**, or may, with the **County's** approval, accumulate actual direct and related indirect costs in accordance with an established accounting procedure developed by **Utility**. Bills for work hereunder will be submitted to the **County** not later than 90 days after completion of the work.

When requested, the **County** will make intermediate payments at not less than monthly intervals to **Utility** when properly billed and such payments will not exceed 80 percent (80%) of the eligible cost as shown in each such billing. In addition, the **County** will make a payment, before audit, which will bring the total percentage paid to the **Utility** up to the 90% eligible cost. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.

Alternatively, the **County** agrees to pay **Utility** an agreed lump sum of \$N/A as supported by the attached estimated costs. The **County** will, upon satisfactory completion of the adjustments, removals, and/or relocations and upon receipt of a final billing, make payment to **Utility** in the agreed amount.

Upon execution of this agreement by both parties hereto, the **County** will, by written notice, authorize the **Utility** to perform such work diligently, and to conclude said adjustment, removal, or relocation by the stated completion date. The completion date shall be extended for delays caused by events outside **Utility's** control, including an event of Force Majeure, which shall include a strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, sabotage, or other events, interference by the **County** or any other party with **Utility's** ability to proceed with the relocation, or any other event in which **Utility** has exercised all due care in the prevention thereof so that the causes or other events are beyond the control and without the fault or negligence of **Utility**.

The **County** will, upon satisfactory completion of the relocation or adjustment and upon receipt of final billing prepared in an approved form and manner, make payment in the amount of 90 percent (90%) of the eligible costs as shown in the final billing prior to audit and after such audit shall make an additional final payment totaling the reimbursement amount found eligible for **County** reimbursement.

Unless an item below is stricken and initialed by the **County and Utility**, this agreement in its entirety consists of the following:

1. Standard Utility Agreement;
2. Plans, Specifications, and Estimated Costs (Attachment "A");
3. Utility's Accounting Method (Attachment "B");
4. Utility's Schedule of Work and Estimated Date of Completion (Attachment "C");
5. Statement Covering Contract Work – Hays-U-48 (Attachment "D");
6. Eligibility Ratio (Attachment "F");
7. Betterment Calculation and Estimates (Attachment "G");
8. Proof of Property Interest – Hays-U1 (Attachment "H");
9. Inclusion in Highway Construction Contract (if applicable) (Attachment "I"); and
10. Copy of Approved TxDOT Online Installation Permit (Attachment "E").

All attachments are included herein as if fully set forth. In the event it is determined that a substantial change from the statement of work contained in this agreement is required, reimbursement therefore shall be limited to costs covered by a modification or amendment of this agreement or a written change or extra work order approved by the **County and Utility**.

This agreement is subject to cancellation by the **County** at any time up to the date that work under this agreement has been authorized and that such cancellation will not create any liability on the part of the **County**.

The State and/or County Auditor may conduct an audit or investigation of any entity receiving funds from the **County** directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the Legislative Audit Committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

The **Utility** by execution of this agreement does not waive any of the rights which **Utility** may have within the limits of the law.

It is expressly understood that the **Utility** conducts the adjustment, removal, or relocation at its own risk, and that the **County** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

UTILITY

Utility: _____
Name of Utility

By: _____
Authorized Signature

Print or Type Name

Title: _____

Date: _____

HAYS COUNTY, TEXAS

Executed and approved for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by Hays County, Texas.

By: _____
Authorized Signature

Title: _____

Date: _____

TxDOT

Reviewed By: _____
(Authorized Signature)

Title: _____

Date: _____

Attachment A

Plans, Specifications, and Estimated Costs

Attachment B

Utility's Accounting Method



Actual Cost Method of Accounting

The utility accumulates cost under a work order accounting procedure prescribed by the Federal or State regulatory body; and

The utility proposes to request reimbursement for actual direct and related indirect costs,



Lump Sum Method of Accounting

Utility proposed to request reimbursement based on an agreed lump sum amount supported by a detailed cost analysis.



Alternative Method of Accounting

The utility accumulates costs under an accounting procedure (Chart of Accounts) developed by the utility and approved by the State; and,

The utility proposes to request reimbursement for actual direct and indirect costs; and

The utility owner is a municipality.

Attachment C

Utility's Schedule of Work and Estimated Date of Completion

Estimated Start Date:

Estimated Completion Date:

Attachment D

Statement Covering Contract Work – Hays-U-48

STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK
(AS APPEARING IN ESTIMATE)
Agreement No. Hays-U-48

County _____
Federal Project No. _____

ROW CSJ No. _____
Construction CSJ No. _____

I, _____, a duly authorized and qualified representative of _____, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for Owner to contract this adjustment, or Owner is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicated on the estimate. Therefore the work will be contracted through one of the methods described below. Notwithstanding the contracting for such work, Owner shall remain liable for the proper conduct of the work and for assuring that it is performed timely and in accordance with the estimate and the specifications previously provided, or to be provided, by Williamson County, hereinafter referred to as the **County**.

Procedure to be Used in Contracting Work

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- ☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:
1. _____
 2. _____
 3. _____
- ☐ C. The work is to be performed under an existing, continuing contract under which certain work is regularly performed for Owner and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing continuing contract, give detailed information by attachment hereto.)
- ☐ D. The Utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the preliminary estimate in order to obtain the concurrence of the County prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

OWNER

[Print Utility Company Name]

By: _____

Signature

Title

Date

Attachment E

Copy of Approved TxDOT Online installation Permit

Attachment F

Eligibility Ratio

On State and local projects, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the utility possesses a valid property interest. See Attachment “H” for proof of property interest, which is established at 100% eligible.

Attachment G

Betterment Calculation and Estimates

Betterment does not exist in this agreement.

Attachment H

Proof of Property Interest – Hays-U1

On Interstate highways, Texas Transportation Code section 203.092 provides that utility reimbursement for facility relocation is dependent upon whether the relocation costs are eligible for federal participation. No proof of property interest is required because pursuant to current state and federal law, federal participation is 100% of eligible costs.

Attachment I

Inclusion in Highway Construction Contract (if applicable)

Not Applicable

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to amend and modify resolution of the Hays County Commissioners Court regarding ex officio Road Commissioners and Right of Way acquisitions.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: COBB/CONLEY

SPONSORED BY: COBB/CONLEY

SUMMARY: Modification will provide greater latitude for county representatives and streamline the ROW negotiation process.



**2nd AMENDED AND RESTATED RESOLUTION REGARDING
AUTHORITY OF EX OFFICIO ROAD COMMISSIONERS**

STATE OF TEXAS §
COUNTY OF HAYS §

WHEREAS, Hays County is experiencing continued growth and 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 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 4th day of November, 2008 and 3) road improvements to Dacy Lane in Precincts 1 and 2; 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

WHEREAS, the Hays County Commissioners Court wishes to amend and restate the resolution of Commissioners Court regarding this matter, last passed on or about January 25, 2011;

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 and Utility Relocation Agreements, the standard form of which shall be previously 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 ~~fifty~~ thousand dollars (\$2550,000 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.
- 6) Coordinate the execution of Closing documents and/or Possession and Use Agreements by the Hays County Judge, which shall first be approved and cosigned by the Commissioner, the County Auditor, and legal counsel; and which are hereby authorized up to an amount equal to the estimated market value of the acquisition property plus not more than \$5,000.
- 7) Exercise any and all other powers granted to them by the Hays County Commissioners Court or otherwise granted to them by law.

None of the above provisions shall be construed to grant a Commissioner the authority to expand the budget or substantially expand the scope of a road-related project that has already been considered and approved by the Commissioners Court.

RESOLVED, ORDERED, AND DECLARED this the 3rd day of May, 2011.

Judge Bert Cobb, M.D.
Hays County Judge

Debbie Ingalsbe
County Commissioner, Pct. 1

Will Conley
County Commissioner, Pct. 3

Mark Jones
County Commissioner, Pct. 2

Ray Whisenant
County Commissioner, Pct. 4

ATTEST:

Liz O. Gonzalez, Hays County Clerk

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

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

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

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: \$28,832.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 2008 Road Bond Program

REQUESTED BY: Commissioner Whisenant, Pct. 4

SPONSORED BY: Commissioner Whisenant, Pct. 4

SUMMARY: The RM1826 safety improvement project at RM967 was identified as a key project in Precinct 4 as part of the 2008 Priority Road Bond Program. The project is nearing completion of design in preparation for letting by the Texas Department of Transportation.

During the design process, it was brought to the County's attention that the Salt Lick restaurant was planning to improve operations and thus safety for patrons visiting their facility by adding a dedicated right turn lane into the restaurant, thereby separating traffic entering and exiting the facility. This work, which is entirely funded by the Salt Lick, would also improve conditions on RM1826.

However, as a result of the proposed addition of the dedicated right turn lane, this necessitated shifting the widening of RM1826 towards the south side of the roadway for the County's project to add a left turn lane from RM1826 to RM967. This shift required additional ROW along this side of the roadway.

The Owner of the property agreed to dedicate twenty (20) feet of Right-of-Way parallel to RM1826 on the south side to accommodate the County project.

This Professional Services Agreement is for the surveying services required to complete the transfer of the dedicated Right-of-Way from the property owner to the State.

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

Agenda Item Routing Form

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

PREFERRED MEETING DATE REQUESTED: May 24, 2011

COUNTY AUDITOR

AMOUNT: \$ 28,832.00

LINE ITEM NUMBER: 025-804-96-886.5632

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Contract No. _____

Checklist

Prior to Initiation of Work

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

Course of Work

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

Notices (as applicable)

July 2009

Contract No. _____

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

Documentation for Payment

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

July 2009

Contract No. _____

PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION:</u>	<u>TITLE:</u>	<u>PAGE</u>
I.	<i>Employment of the Engineer</i>	1
II.	<i>Basic Services of the Engineer</i>	1
III.	<i>Fee Schedule</i>	3
IV.	<i>Period of Service</i>	3
V.	<i>Coordination with the County</i>	4
VI.	<i>Review of Work Product</i>	5
VII.	<i>Revision to Work Product</i>	6
VIII.	<i>Engineer's Responsibility and Liability</i>	6
IX.	<i>Ownership of Documents</i>	8
X.	<i>Maintenance of and Right of Access to Records</i>	8
XI.	<i>Miscellaneous:</i>	
A.	Severability	9
B.	Venue	9
C.	Equal Opportunity in Employment	9
D.	Certificate of Engineer	9
E.	Notice	10
F.	Insurance Requirements	10
G.	Property Taxes	11
H.	Successors and Assigns	11
I.	Bidding Exemption	11
J.	Taxpayer Identification	11
K.	Compliance with Laws	11
L.	Reports of Accidents	11
M.	Entire Agreement	11
N.	Captions Not a Part Hereof	12
O.	Incorporation of Attachments	12
P.	Entity Status	12
Q.	Acknowledgement	12
R.	Definition of Engineer	12
	Signature Page	13

July 2009

Contract No. _____

TABLE OF CONTENTS (cont'd)

EXHIBIT I	<i>Compensation for Professional Services</i>	14
	Attachment A – Work Authorization	16
EXHIBIT II	<i>Hourly Rates</i>	18
EXHIBIT III	<i>Compensation for Additional Professional Services</i>	19
EXHIBIT IV	<i>Production Schedule</i>	20
EXHIBIT V	<i>Procedures for Termination or Suspension</i>	21
EXHIBIT VI	<i>Equal Opportunity in Employment</i>	23
EXHIBIT VII	<i>Insurance Requirements</i>	25
APPENDIX A	<i>Scope of Services</i>	27

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
HAYS COUNTY §

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

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

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

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

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

Section I
Employment of the Engineer

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

Section II
Basic Services of the Engineer

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

July 2009

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

Section III Fee schedule

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

Section IV Period of Service

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

July 2009

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

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

July 2009

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

Section V Coordination with the County

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

Section VI Review of Work Product

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

July 2009

process will begin.

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

Section VII Revision to Work Product

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

Section VIII

July 2009

Engineer's Responsibility and Liability

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

July 2009

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

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

Section IX Ownership of Documents

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

July 2009

Section X
Maintenance of and Right of Access to Records

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

Section XI
Miscellaneous

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

July 2009

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

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

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

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

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

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

July 2009

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

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

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

July 2009

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

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

July 2009

Contract No. _____

12 of 29 Pages

EXECUTED this _____ day of May, 2011.

THE ENGINEER:

HAYS COUNTY:

BY: _____

BY: _____

Printed Name: _____

Hays County Judge

Title: _____

Reviewed as to Form By:

County Attorney

Funds Verified By:

County Auditor

July 2009

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

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

SECTION 1 - BASIS FOR COMPENSATION

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

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

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

July 2009

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

SECTION 4 - ADDITIONAL SERVICES

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

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

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

ATTACHMENT A

WORK AUTHORIZATION NO. _____

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

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

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

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

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

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

July 2009

Contract No. _____

16 of 29 Pages

ATTACHMENT A (con't.)

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

ENGINEER:	COUNTY:
_____	Hays County, Texas
By: _____	By: _____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

LIST OF EXHIBITS

- Exhibit A - Services to be Provided by County
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

July 2009

EXHIBIT II
HOURLY RATES

SURVEY FIELD CREW SERVICES:

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

SURVEY OFFICE PERSONNEL SERVICES:

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

July 2009

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

July 2009

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

July 2009

EXHIBIT V**PROCEDURES FOR TERMINATION OR SUSPENSION**

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

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

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

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

July 2009

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

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

EXHIBIT VI**EQUAL OPPORTUNITY IN EMPLOYMENT**

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

July 2009

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

July 2009

EXHIBIT VII**INSURANCE REQUIREMENTS**

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

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

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

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

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

July 2009

APPENDIX A**SCOPE OF SERVICES**

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

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

PROJECT UNDERSTANDING & ASSUMPTIONS

It is our understanding that:

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

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

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

July 2009

PROJECT CONTROL

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

RIGHT-OF-WAY SURVEYS

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

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

- B. *Boundary Analysis:* Utilizing the deed study and the data from the field survey, the Surveyor will analyze the results of the survey and perform computations related to the analysis. Location of the existing right-of-way lines and the side property lines of each of the subject properties will be determined by the Surveyor. The Client will be notified of boundary line conflicts which become apparent as a result of the field survey.

- C. *Preparation of Documents*

- i. The Surveyor will develop a base map showing ownership of the subject properties and any easements found during the title abstract. Properties adjacent to the existing/proposed right of way within the project limits will be labeled with the owner's name and deed recordation information.
 - ii. Utilizing the boundary surveys performed by the Surveyor and the proposed right-of-way line location provided by the Client, the Surveyor will compute the boundaries of the right-of-way parcels for each of the subject properties.
 - iii. The Surveyor will draft the right-of-way plans (11"x17") to a scale of 1 inch equals 100 feet based upon TxDOT's right-of-way standards. There will be approximately 5 plan sheets including a cover sheet, index sheet, control sheet and map sheets. A closure computation will be prepared for each right-of-way parcel on the plans.
- iv. The Surveyor will draft plats for each of the estimated 4 right-of-way parcels. The plats will be prepared on 8 1/2" x 11" pages at a scale of 1 inch equals 50 or 100 feet,

July 2009

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

- v. The Surveyor will prepare a field note (metes and bounds) description for each of the right-of-way parcels. A closure computation will be prepared for each of the descriptions.
- vi. To assure the accuracy of the documents, the Surveyor will read the descriptions while all details are compared to the right-of-way plans and parcel plats (bearings, distances, stations and offsets, deed references, etc.). Final mark-ups will be made and corrections completed.
- vii. All of the above described survey documents (right-of-way plans, plats, descriptions, and closure computations) will be submitted to the Client for agency review. Upon the completion of review of all right-of-way survey documents, the Surveyor will make corrections and address concerns. Corrected documents will be returned to the Client in final format.

D. *Monumentation:* 1/2 inch iron rods with TxDOT aluminum caps will be set at property line intersections with the new right-of-way line (assume 6). TxDOT brass caps will be set in concrete (Type II monuments) at PCs, PTs, angle points and at no greater than 1,000 foot intervals along tangents on the new right-of-way line (approximately 4) and along the existing right-of-way line at the east and west end of the project limits where no additional right of way is being acquired (approximately 4). Type II monuments and iron rods set will be witnessed by a standard marker post (materials to be provided by the State).

E. Deliverables:

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

FEE ESTIMATE

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

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

PROJECT TOTAL:	\$ 28,832.00
-----------------------	---------------------

July 2009

ADDITIONAL SERVICES

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

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

[illegible]

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible action to authorize the County Judge to execute a Contract with LCRA for the installation of the Bi-Directional Amplifiers at the Government Center.

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

PREFERRED MEETING DATE REQUESTED: March 24, 2011

AMOUNT REQUIRED: \$136,100.00

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY:

LCRA proposal:

- a. Per Jeff Turner, LCRA is the single source provider for the radio service (signal transmission throughout their jurisdiction)
- b. They were responsible to tour/test the signals throughout the building in March and recommend amplification solutions of 2-3 bidirectional (BDA) amplifiers.
- c. For single source responsibility of radio service, they should be the one responsible for broadcast strength and equipment reception/amplification; we recommend they choose the equipment, wiring, terminations, testing in the building.
- d. Their proposal is for a three BDA scope, NTE \$136,100, but install only two then test. If the third device is not needed, the cost would be less.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and Possible action to authorize the County Judge to execute a Contract with LCRA for the installation of the Bi-Directional Amplifiers at the Government Center.

PREFERRED MEETING DATE REQUESTED: May 24, 2011

COUNTY AUDITOR

AMOUNT: \$136,100.00

LINE ITEM NUMBER: 001-645-00.5741

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: N/A

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

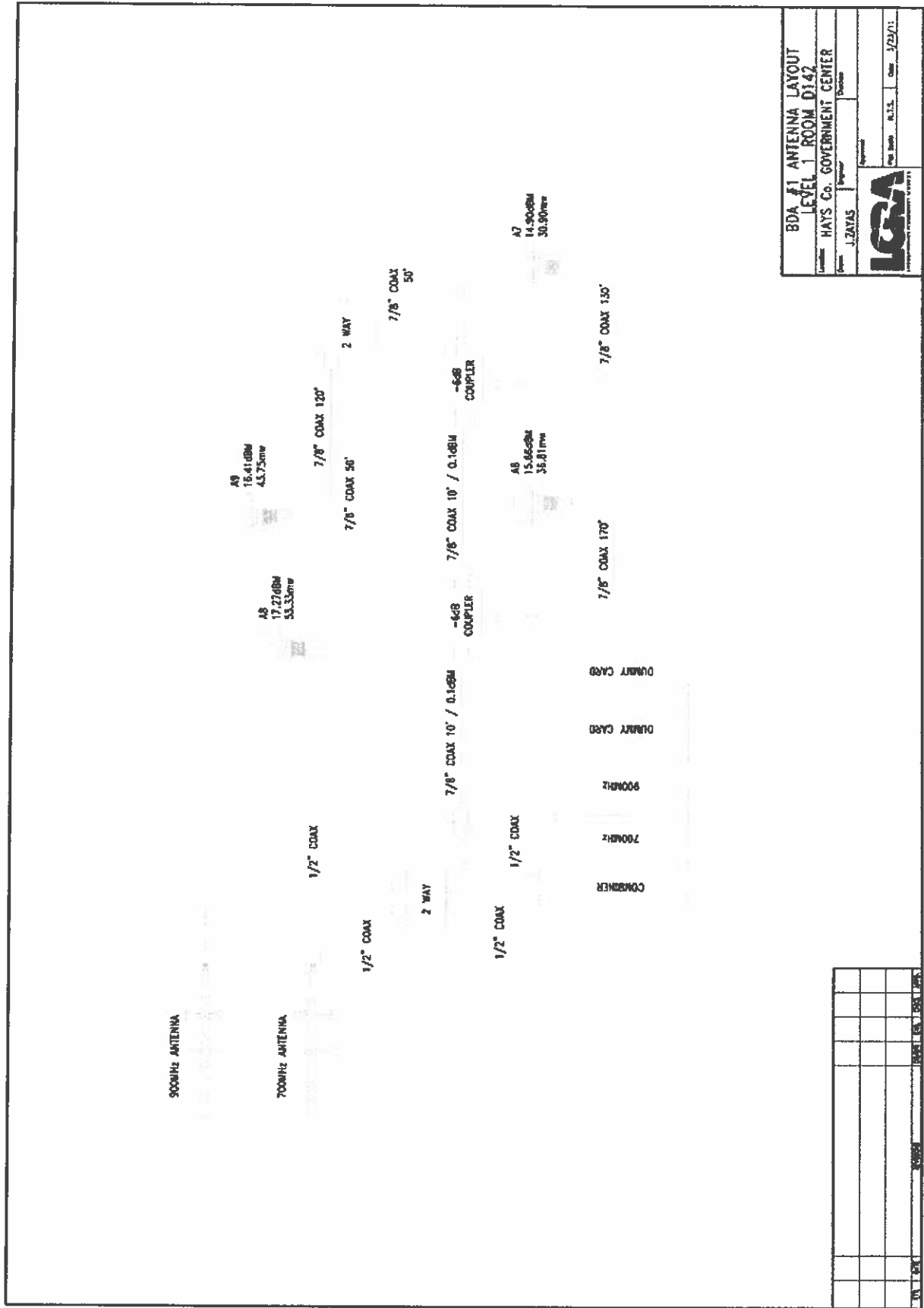
COMMENTS:

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

+

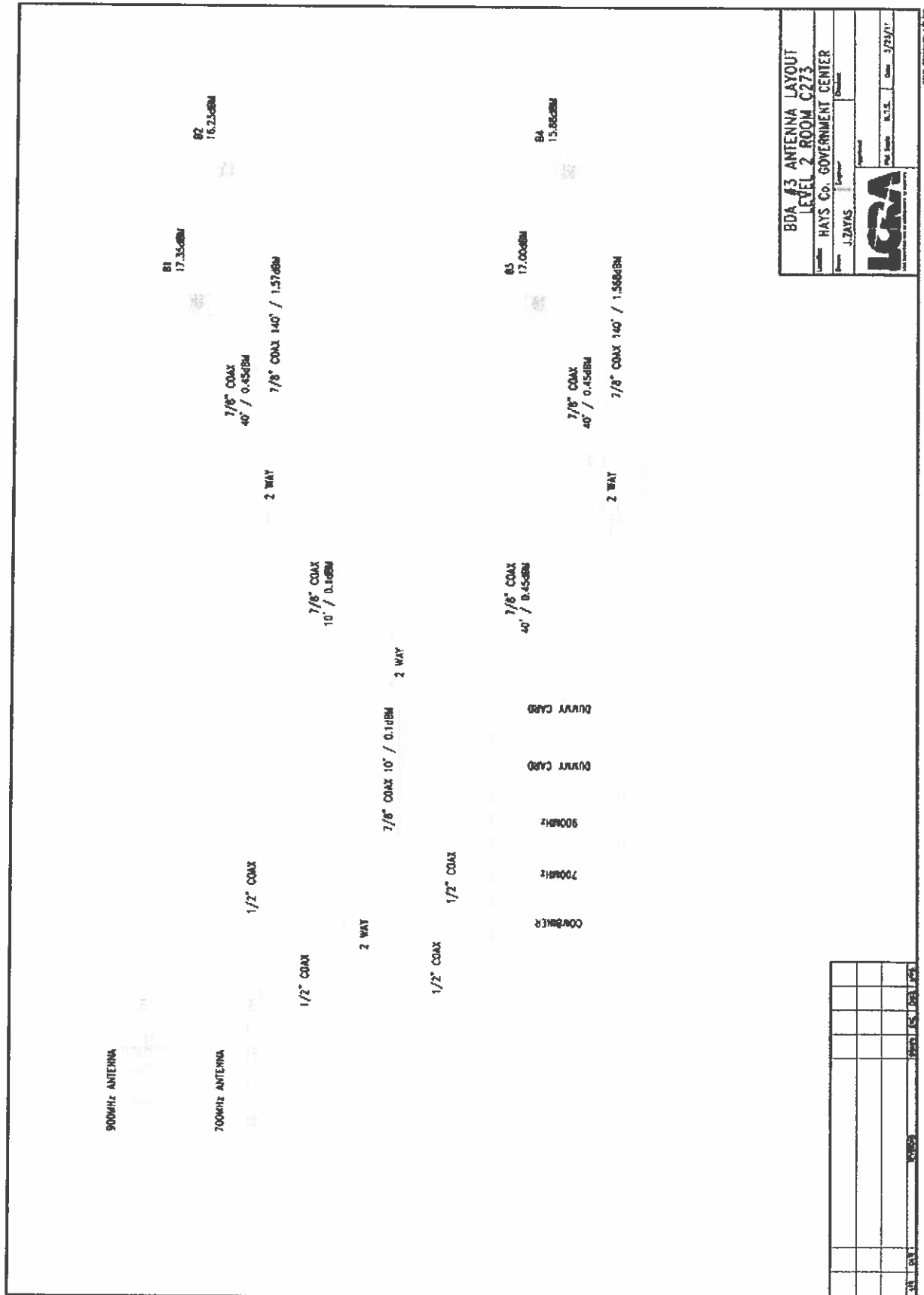


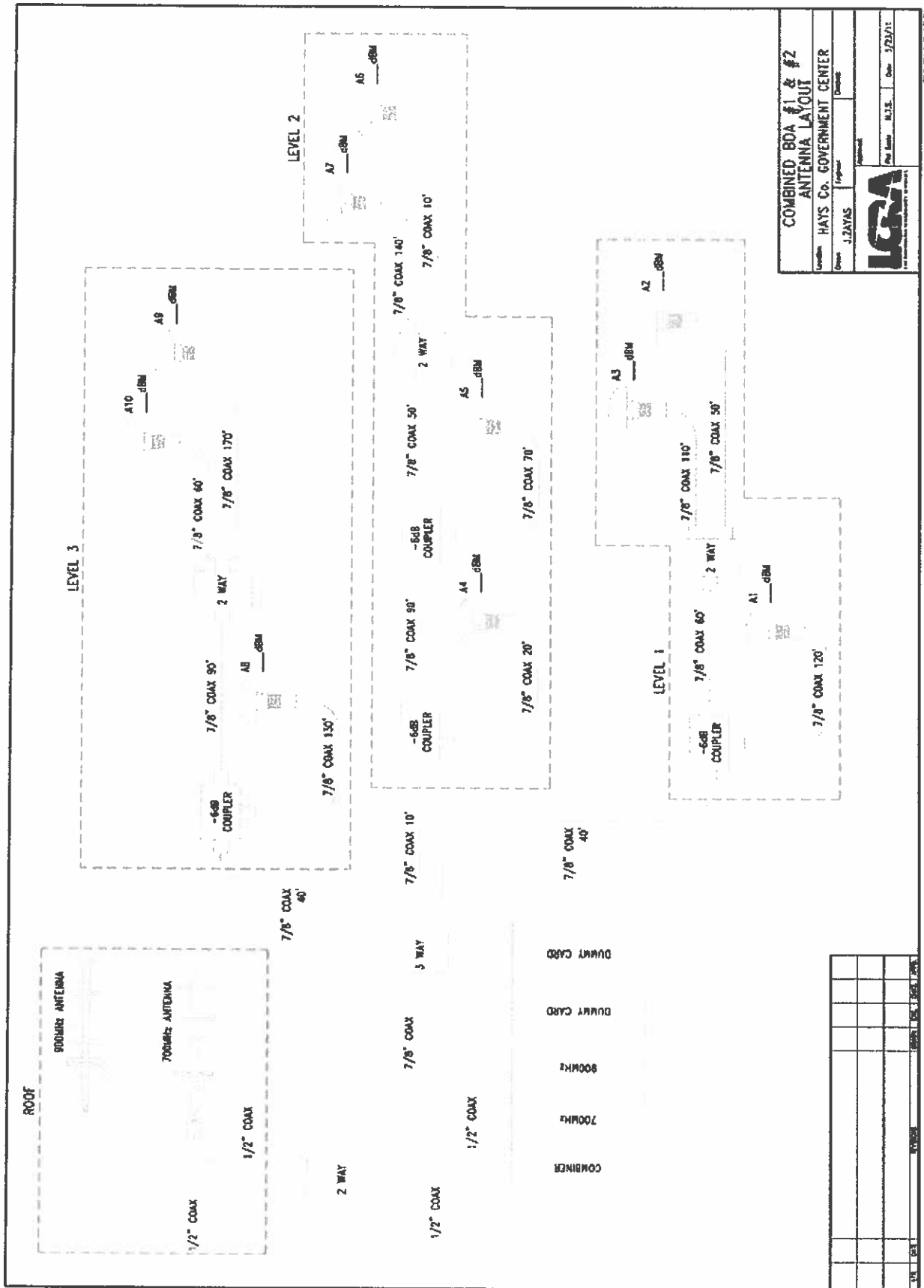
BDA #1 ANTENNA LAYOUT			
LEVEL 1 ROOM D142			
Location: HAYS Co. GOVERNMENT CENTER			
Drawn: J. JAYAS	Engineer:	Station:	Approved:
LGCA			
Professional Engineer License			
Proj. No.: R.13.2	Client:	Date: 3/23/11	

Cost: \$24,000.00

+







**COMBINED BDA #1 & #2
ANTENNA LAYOUT**

Location: HAYS Co. GOVERNMENT CENTER

Drawn: J.2AYAS

Checked: []

Approved: []

Per: []

Date: 3/23/11

LCRA

LOW COST RENTALS & CONSTRUCTION SERVICES

Chg. 3/23/11

BALLAST REQUIREMENTS FOR ROOF MOUNTS

1. Ballast requirements are provided to assist consumers in determining the applicability of a non-penetrating roof mount for an antenna installation and to assist in determining the amount of ballast required. The ballast requirements should not be relied upon without competent local professional examination and verification of its accuracy and suitability for a specific site or application.
2. Specific antennas and/or other mounting configurations may require more stringent strength and ballast requirements and must be investigated for each installation. The load carrying requirements of the supporting surface, the mount and mast, the antenna and the antenna's connection to the mast must be investigated for each installation.
3. When antenna areas are indicated vs. specific antenna types, the areas tabulated are effective projected areas that include appropriate wind drag factors applied to the projected areas of the supported antennas and the exposed portions of the mount and ballast. The center of the effective projected area is assumed to be at the top of the mounting pipe or the height indicated in the ballast table. Unless otherwise indicated, tabulated ballast requirements assume that the effective projected areas are concentric to the mount and that uplift or download wind forces are insignificant.
4. The tabulated wind velocities are considered to occur at the centroid of the effective projected areas. The wind velocity appropriate for an installation must be determined on an individual site basis considering the location and elevation of the mount. The wind velocity at ground level must be multiplied by appropriate height escalation and gust factors. Potential increases in wind velocity due to channeling, roof projections, and other obstructions must also be considered when determining ballast requirements.
5. The ballast weights indicated are assumed to be uniformly distributed on the mount. The weight of the mount and antenna may be considered as ballast. Mounts are assumed to be mounted on a flat supporting surface.
6. The zero velocity loads shown are equal to the tabulated ballast weights divided by the total area enclosed by the perimeter of the mount. This area is greater than the ballast contact area. Loads which must be investigated include reactions caused by wind forces and moments, live loads, ice loads, earthquake loads and the dead loads of ballast, mount, antenna, mounting hardware, miscellaneous equipment and roof pads.
7. The tabulated maximum wind velocities (V_{max}) are based on a minimum 1.5 factor of safety against structural failure and overturning.
8. The tabulated wind velocities resulting in sliding (V_s) are based on a factor of safety equal to 1.0 and an effective coefficient of friction equal to 0.50 between the mount and a flat supporting surface. A 1.0 factor of safety was used assuming that at higher wind velocities, safety cables or other suitable attachments to the support structure would prevent sliding beyond a safe, designated area.
9. The appropriate coefficient of friction and factor of safety to determine wind velocities resulting in sliding must be determined on an individual site basis. The coefficient of friction may vary under changing moisture and temperature conditions. The minimum coefficient of friction must be used to evaluate sliding resistance. Wind speeds resulting in sliding for other factors of safety or for other coefficients of friction may be found by multiplying the tabulated values of V_s by the following modification factor:

$$\text{Modification Factor} = [\mu / (1.5 \times FS)]^{1/2}$$

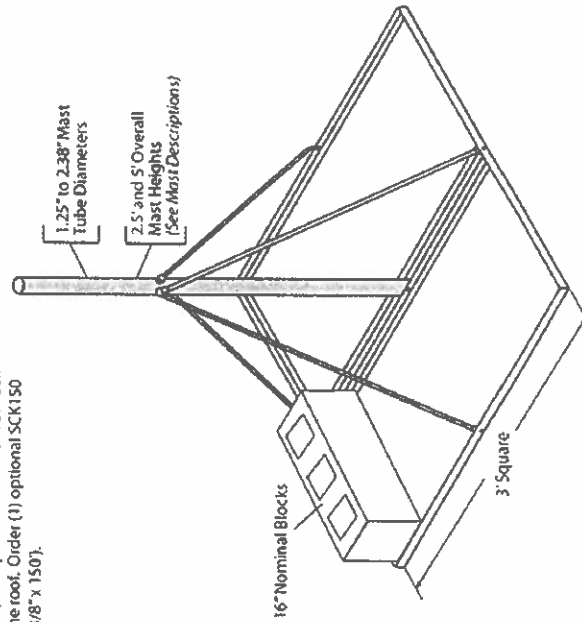
$$\mu = \text{Coefficient of Friction}$$

$$FS = \text{Factor of Safety}$$
10. The values of V_s indicated do not apply for installations which are prevented from sliding by cables or other suitable attachments to the supporting structure.
11. Roof pads are recommended to prevent damage to roof membranes. Pads should be placed under all contact areas.
12. ROHN recommends that ballast material always be placed prior to mounting the antenna and that roof pads and mount be secured to prevent hazards from occurring under extreme wind loading conditions. Precautions should also be taken to prevent the inadvertent removal of ballast material after installation and to insure that all ballast material is fully supported by the mount (required for ballast to be effective in resisting overturning and sliding).
13. When adhesives are used to secure roof pads, the adhesive must be compatible with the supporting surface. Precautions should be taken to insure that damage to the supporting surface will not occur upon wind loading.
14. The installation, roof material and supporting structure must be capable of withstanding all loads imposed by the antenna system. Supporting surfaces, anchors and/or safety cables must be sufficient to resist the reactions from the antenna system. The installation must meet all applicable local, state and federal requirements.

FRM NON-PENETRATING

The FRM mount is a lightweight mount and is galvanized for corrosion protection. The FRM mount is easily shipped via UPS.

Order (1) optional FRMMAT (1/8" thick) or (1) optional FRMPAD (3/8" thick) for a protective barrier between the mount and the roof. Order (1) optional SCK150 safety cable kit (3/8" x 150').



FRM BALLAST REQUIREMENTS

Effective Projected Area (EPA) (FT ²)	Ballast Load (LBS)	Zero Velocity Load (PSF)	V _i (MPH)	V _{max} at centroid of projected area (MPH)		
				1w 2 ft	1w 3 ft	1w 5 ft
2	100	12	140	115	110	96
	200	24	196	188	153	133
	300	36	242	222	182	157 (154)
	400	48	280	269	219 (197)	190 (154)
4	100	12	99	96	78	68
	200	24	140	133	108	94
	300	36	174	157	129	111
	400	48	196	190	155 (139)	134 (109)
6	100	12	81	78	64	55
	200	24	114	108	86	77
	300	36	140	128	105	91 (80)
	400	48	164	155	127 (114)	110 (80)

h = Distance from support surface to centroid of EPA.
V_s = Effective wind velocity resulting in sliding on a flat surface with a .50 coefficient of friction.

V_{max} = Effective wind velocity based on strength or over turning.

NOTE: The velocities in () apply to the FRM125 mount when the strength of the FRM125 mast governs.

MAST SPECIFICATIONS

Mount Part No.	Mast Part No.	Mast Description & Height
FRM125	FY202	1.25" O.D. x 16 GA. x 5'0" (PG)
FRM150	FY203	1.50" O.D. x 16 GA. x 2.5' (PG)
FRM166	FY204	1.66" O.D. x 16 GA. x 2.5' (PG)
FRM238	FY205	2.38" O.D. x 0.154" wall x 2.5' (HDG)
FRM225	FY205SP	2.25" O.D. x 14 GA. x 5.0' (HDG)
FRM238SP5	FY253	2.38" O.D. x 0.154" wall x 5.0' (HDG)

PG = Pre-galvanized mast
HDG = Hot-dip galvanized mast



March 23, 2011

Lt. Ronnie Strain
Hays County Sheriff's Office
1307 Uhland Road
San Marcos, TX 78666

Proposal

Scope of Work:

LCRA will provide the materials and labor necessary to install the Bi-Directional Amplifiers (BDA's) capable of rebroadcasting 700 MHz P-25 and 900 MHz EDACS/OpenSky at the Hays County Government Center. A 2 BDA system will be designed, implemented and tested. Due to the composition of the building and coverage requirements, a 3BDA system is proposed within this Scope of Work. However, this will only be implemented if the 2 BDA systems do not meet the coverage desired by Hays County. LCRA will also install 3 Desktop Control Stations according to the following Scope of Work.

Scope:

- Install 2 new M5300 Dual Mode EDACS/OpenSky Desktop Control Stations. One each in the 1st Floor Security and Detention areas
- Install existing Orion System Control Station in Constable's office (D203).
 - o Select and install BDA system components, including:
 - o BDA Equipment
 - o Internal and External Antennas
 - o Coax from BDA's to antenna systems (using in-ceiling cable management provided by Hays County)
 - o Program 900 MHz and 700 MHz into equipment
 - o Test coverage improvement to determine if 3rd BDA is required

Total Cost of this project is not to exceed \$136,100.00

This pricing indicated on this proposal is valid for 30 days.

If you would like for us to proceed with this work, please have an authorized representative sign below and return to me. If you should have any questions, please don't hesitate to contact me.

Best Regards,


Julia Kroil

Accepted and Agreed:

Hays County Sheriff's Office

Telecom Account Coordinator
Lower Colorado River Authority
3505 Montpelier Drive
Austin, TX 78741

Office: (512) 356-6664
Fax: (512) 356-6047
Cell: (512) 422-6143



May 13, 2011

Lt. Ronnie Strain
Hays County Sheriff's Office
1307 Uhland Road
San Marcos, TX 78666

Proposal

Scope of Work:

LCRA will provide the materials and labor necessary to install the Bi-Directional Amplifiers (BDA's) capable of rebroadcasting 700 MHz P-25 and 900 MHz EDACS/OpenSky at the Hays County Government Center. A 2 BDA system will be designed, implemented and tested. Due to the composition of the building and coverage requirements, a 3BDA system is proposed within this Scope of Work. However, this will only be implemented if the 2 BDA systems do not meet the coverage desired by Hays County. LCRA will also install 3 Desktop Control Stations according to the following Scope of Work.

SCOPE

- Install 2 new M5300 Dual Mode EDACS/OpenSky Desktop Control Stations. One each in the 1st Floor Security and Detention areas.
- Install existing Orion System Control Station in Constable's office (D203).
 - o Select and install BDA system components, including:
 - o BDA Equipment
 - o Internal and External Antennas
 - o Coax from BDA's to antenna systems (using in-ceiling cable management provided by Hays County)
- Program 900 MHz and 700 MHz into equipment
- Test coverage improvement to determine if 3rd BDA is required

Total Cost of this project is not to exceed \$136,100.00

This pricing indicated on this proposal is valid for 30 days.

If you would like for us to proceed with this work, please have an authorized representative sign below and return to me. If you should have any questions, please don't hesitate to contact me.

Best Regards,

Julia Kroll
Julia Kroll

Accepted and Agreed:

Hays County Sheriff's Office

Bert Cobb, M.D., Hays County Judge

Telecom Account Coordinator
Lower Colorado River Authority
3505 Montopolis Drive
Austin, TX 78744

Office: (512) 356-6664
Fax: (512) 356-6047
Cell: (512) 422 6143

P.O. BOX 220 • AUSTIN, TEXAS • 78767-0220 • (512) 473-3200 • 1-800-776-5277 • WWW.LCRA.ORG

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 adopt Section 552.275 of the Texas Government code to establish a limitation on uncharged staff hours dedicated to responding to individual requestors within a fiscal year.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: CONLEY

SPONSORED BY: CONLEY

SUMMARY: The Civil Division of the Hays County District Attorney's Office has handled over 250 Open Record Requests since the beginning of 2011. This does not include requests handled by other departments. We are only allowed to bill for our time if the responsive material to the request is more than 50 pages (or is stored in a remote storage facility or 2 or more buildings). This provision allows the County to bill for personnel time after a requestor has used 36 hours of county time to fill requests.



1 of 1 DOCUMENT

LexisNexis (R) Texas Annotated Statutes
Copyright © 2011 by Matthew Bender & Company, Inc.
a member of the LexisNexis Group
All rights reserved.

*** CURRENT THROUGH THE 2009 FIRST CALLED SESSION ***

*** Federal case annotations: June 21, 2010 postings on Lexis ***

*** State case annotations: September 21, 2010 postings on Lexis ***

GOVERNMENT CODE
TITLE 5. OPEN GOVERNMENT; ETHICS
SUBTITLE A. OPEN GOVERNMENT
CHAPTER 552. PUBLIC INFORMATION
SUBCHAPTER F. CHARGES FOR PROVIDING COPIES OF PUBLIC INFORMATION

GO TO TEXAS CODE ARCHIVE DIRECTORY

Tex. Gov't Code § 552.275 (2010)

§ 552.275. Requests That Require Large Amounts of Employee or Personnel Time

(a) A governmental body may establish a reasonable limit on the amount of time that personnel of the governmental body are required to spend producing public information for inspection or duplication by a requestor, or providing copies of public information to a requestor, without recovering its costs attributable to that personnel time.

(b) A time limit established under Subsection (a) may not be less than 36 hours for a requestor during the 12-month period that corresponds to the fiscal year of the governmental body.

(c) In determining whether a time limit established under Subsection (a) applies, any time spent complying with a request for public information submitted in the name of a minor, as defined by *Section 101.003(a), Family Code*, is to be included in the calculation of the cumulative amount of time spent complying with a request for public information by a parent, guardian, or other person who has control of the minor under a court order and with whom the minor resides, unless that parent, guardian, or other person establishes that another person submitted that request in the name of the minor.

(d) If a governmental body establishes a time limit under Subsection (a), each time the governmental body complies with a request for public information, the governmental body shall provide the requestor with a written statement of the amount of personnel time spent complying with that request and the cumulative amount of time spent complying with requests for public information from that requestor during the applicable 12-month period. The amount of time spent preparing the written statement may not be included in the amount of time included in the statement provided to the requestor under this subsection.

(e) If in connection with a request for public information, the cumulative amount of personnel time spent

complying with requests for public information from the same requestor equals or exceeds the limit established by the governmental body under Subsection (a), the governmental body shall provide the requestor with a written estimate of the total cost, including materials, personnel time, and overhead expenses, necessary to comply with the request. The written estimate must be provided to the requestor on or before the 10th day after the date on which the public information was requested. The amount of this charge relating to the cost of locating, compiling, and producing the public information shall be established by rules prescribed by the attorney general under Sections 552.262(a) and (b).

(f) If the governmental body determines that additional time is required to prepare the written estimate under Subsection (e) and provides the requestor with a written statement of that determination, the governmental body must provide the written statement under that subsection as soon as practicable, but on or before the 10th day after the date the governmental body provided the statement under this subsection.

(g) If a governmental body provides a requestor with the written statement under Subsection (e), the governmental body is not required to produce public information for inspection or duplication or to provide copies of public information in response to the requestor's request unless on or before the 10th day after the date the governmental body provided the written statement under that subsection, the requestor submits a statement in writing to the governmental body in which the requestor commits to pay the lesser of:

(1) the actual costs incurred in complying with the requestor's request, including the cost of materials and personnel time and overhead; or

(2) the amount stated in the written statement provided under Subsection (e).

(h) If the requestor fails or refuses to submit the written statement under Subsection (g), the requestor is considered to have withdrawn the requestor's pending request for public information.

(i) This section does not prohibit a governmental body from providing a copy of public information without charge or at a reduced rate under Section 552.267 or from waiving a charge for providing a copy of public information under that section.

(j) This section does not apply if the requestor is an individual who, for a substantial portion of the individual's livelihood or for substantial financial gain, gathers, compiles, prepares, collects, photographs, records, writes, edits, reports, investigates, processes, or publishes news or information for and is seeking the information for:

(1) a radio or television broadcast station that holds a broadcast license for an assigned frequency issued by the Federal Communications Commission;

(2) a newspaper that is qualified under Section 2051.044 to publish legal notices or is a free newspaper of general circulation and that is published at least once a week and available and of interest to the general public in connection with the dissemination of news;

(3) a newspaper of general circulation that is published on the Internet by a news medium engaged in the business of disseminating news or information to the general public; or

(4) a magazine that is published at least once a week or on the Internet by a news medium engaged in the business of disseminating news or information to the general public.

(k) This section does not apply if the requestor is an elected official of the United States, this state, or a political subdivision of this state.

(l) This section does not apply if the requestor is a representative of a publicly funded legal services organization that is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as amended, by

being listed as an exempt entity under Section 501(c)(3) of that code.

HISTORY: Enacted by Acts 2007, 80th Leg., ch. 1398 (H.B. 2564), § 1, effective June 15, 2007; am. Acts 2009, 81st Leg., ch. 1383 (S.B. 1629), § 1, effective September 1, 2009.

NOTES:

Applicability. --

Acts 2007, 80th Leg., ch. 1398 (H.B. 2564), § 2 provides: "*Section 552.275, Government Code*, as added by this Act, applies only to a request for public information under Chapter 552 of that code that is submitted to a governmental body in a fiscal year of that governmental body that begins on or after the effective date of this Act [June 15, 2007]."

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute an Interlocal Cooperation Contract with the City of Woodcreek and the Lower Colorado River Authority to accept responsibilities for, and the remainder of, LCRA grant funds awarded for development of the Jacob's Well Natural Area.

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

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: No matching funds required.

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hauff

SPONSORED BY: Conley

SUMMARY:

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

ASSIGNMENT OF INTERLOCAL COOPERATION CONTRACT

This Assignment ("Assignment") of the Interlocal Cooperation Contract between the City of Woodcreek (the "City") and the Lower Colorado River Authority ("LCRA"), dated April 17, 2009 ("Agreement") is entered into as of this ____ day of _____, 20__ (the "Effective Date") by and between the City and Hays County, a political subdivision of the State of Texas (the "County"), with the consent of LCRA.

WHEREAS, LCRA and Woodcreek entered in a Partnership in Parks contract on April 17, 2009 for the development and construction of walking trails (the "Project") at the Jacob's Well Natural Area (the "Property");

WHEREAS, LCRA has already provided the City with the entire amount of grant funds under the Agreement;

WHEREAS, the County is now the owner of the Property; and

WHEREAS, construction of the improvements remains incomplete, and the Parties desire that the County assume the Agreement and complete the Project;

NOW THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The City hereby transfers, conveys and assigns all of the City's right, title and interest in and to the Agreement, which is attached hereto as Exhibit "A", to the County, and the County does hereby accept this assignment and agrees to assume and perform all obligations and covenants of the City under and with respect to the Agreement.
2. Within fifteen (15) days of execution of this Assignment, the City shall transfer the \$53,223 in remaining LCRA-provided project funds ("LCRA Funds") to the County for use by the County as detailed in Section 3 below.
3. The County shall use the LCRA Funds toward completion of the Project. Any LCRA Funds remaining after completion of the walking trails may be used by the County to construct other recreational and/or educational improvements to the Property, including but not limited to the construction of playscape(s), educational kiosk(s), or a stewardship center. Any such additional improvements shall also be subject to the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the City and County have entered into this Assignment to be effective on and as of the Effective Date.

[signature page to follow]

City of Woodcreek

By: 

Name: ERIC C. ESKElund

Title: MAYOR

Date: 11 MAY 2011

Hays County

By: _____

Name: _____

Title: _____

Date: _____

The **Lower Colorado River Authority** does hereby consent to this Assignment; provided, however, that nothing in this consent shall be construed as a waiver or surrender of any rights LCRA may have under the Agreement.

By: _____

Name: _____

Title: _____

INTERLOCAL COOPERATION CONTRACT

COPY

THE STATE OF TEXAS

HAYS COUNTY

THIS CONTRACT AND AGREEMENT (hereinafter, "Agreement") is entered into by and between the City of Woodcreek (hereinafter, "Grantee"), with its principal office located 41 Champion Circle, Texas, 78676, and the Lower Colorado River Authority (hereinafter, "LCRA"), a conservation and reclamation district created by the State of Texas with its principal office located at 3700 Lake Austin Boulevard, Austin, Travis County, Texas, pursuant to the authority granted and in compliance with the provisions of Chapter 791 of the Texas Government Code, known as the Interlocal Cooperation Act.

RECITALS

- A. The Grantee desires to develop Jacob's Well Natural Area (the "Project").
- B. Pursuant to the LCRA Act and Chapter 152 of the Texas Water Code, the LCRA has agreed to provide financial assistance of an amount not to exceed \$100,000.00 to be used for the Project, as set forth in the "Partnerships In Parks, Fiscal Year 2009 Grant Recommendations", subject, however, to all restrictions set out below.

NOW, THEREFORE, in consideration of the following promises, covenants, conditions and the mutual benefits to accrue to the parties to this Agreement, the parties hereto, desiring to cooperate in providing functions and services, hereby agree as follows:

I. GRANTEE OBLIGATIONS

A. Use of Funds

- 1. Subject to the following terms and conditions, the Grantee shall be responsible for the administration, planning, permitting, construction and inspection of the Project.
- 2. LCRA's financial contribution shall be used solely for the purposes of developing and constructing improvements associated with the Project as scored in the original grant application for Jacob's Well Natural Area. The funded improvements include and are limited to: multi-use trails, tent camp sites, picnic grounds, trail pavilions, fresh water swimming areas, bicycle trails, and birding/education center.
- 3. The Grantee shall be solely responsible for administering the Project, including the purchase of all materials and services necessary for the development and construction of the Project; provided however, that LCRA funds shall not be utilized for the purchase of materials or services not directly related to facilities identified and included in the Section I.A.2., without the prior written approval of the LCRA.

4. The Grantee shall be solely responsible for lawfully bidding or otherwise acquiring contracted goods and services as necessary for development of the Project. The Grantee shall be solely responsible for compliance with all federal, state, and local laws, regulations and ordinances relating to the Project, including without limitation, those for natural and cultural resource conservation, elimination of architectural barriers, building codes, all environmental laws, and for jobsite safety.
5. Grantee agrees to fully complete all portions of the project, which are committed to be performed by the grantee and local partners through land acquisition, donations of labor, cash, or equipment use.
6. Property acquired or developed with LCRA assistance shall be retained and used for public recreation. Any property so acquired or developed shall not be converted to other than public recreation uses without the approval of LCRA. Such approval will be given only with the substitution of other properties of at least equal fair market value and equivalent usefulness, quality, and location.
7. Recreational use of property acquired and/or developed with LCRA funds may not be changed from that approved when assistance was obtained, unless prior approval is obtained.

B. Administration

1. The Grantee shall be responsible for obtaining all local, county, state or federal permits required to construct the Project, including those for natural and cultural resource conservation, and elimination of architectural barriers (local building permits, and any permits required by the Texas Commission on Environmental Quality, Texas Department of Licensing and Regulation, Texas Historic Commission, U.S. Army Corps of Engineers, and Environmental Protection Agency).
2. The Grantee shall be responsible for submitting semi-annual reports to the LCRA detailing the progress of the Project. Reports will also be submitted at 50% completion, and final completion of the project. Along with a 50% completion report, the Grantee shall also send a Project Budget Update, and a letter requesting final payment.
3. The Grantee shall make its books and records for the Project available for audit by the LCRA to ensure that LCRA funds are used in accordance with this section. Said books and records shall remain available to LCRA for the duration of the Project and for two years thereafter.
4. The Grantee shall meet all on-going requirements of the Project including, without limitation, all administrative, financial, record-keeping, and reporting requirements.

C. Construction

Permanent project signage on site will indicate that LCRA's Partnerships In Parks Program and applicant are sponsors of the project. The sign should contain the following or similar language: "Jacob's Well Natural Area is sponsored by the City of Woodcreek with funding assistance by the Lower Colorado River Authority, Partnerships In Parks program", for the purpose of acknowledging this LCRA program. The sign should be a minimum of 36" x 48". The above text may be incorporated with other project sponsors on a larger sign.

1. Grantee shall be responsible for notifying LCRA of start of project within seven days of start of construction. Also the Grantee will notify LCRA when the project is 50% complete and 100% complete.
2. The LCRA shall have the right to observe the Project progress from time to time to ensure it is being constructed in accordance with Section I.A.2. of this contract.
3. The Grantee shall be responsible, at no expense to the LCRA, for the ongoing operation and maintenance of the Project to protect the health, safety, and welfare of the public. The property shall be maintained as attractive and inviting to the public. All park facilities within the project area shall be kept in reasonable repair to prevent undue deterioration and to encourage public use.
4. Project planning and design development shall begin within one (1) year of the execution date of this contract. If project planning and design development has not been initiated within this term, the PIP funds for this project will no longer be available. The Grantee will remain eligible to reapply for funding in the next grant cycle if the project costs and work are fully committed.
5. Construction initiation must include significant commitments for commencement and continuous project work. The Grantee shall complete the Project three (3) years from the execution date of this contract.

II. LCRA OBLIGATIONS

In accordance with the limitations stated hereafter, the LCRA agrees to contribute an amount not to exceed \$100,000.00 for the Project ("LCRA Project Amount"), to be paid by LCRA in two installments. The LCRA shall make an initial payment of \$50,000 to the Grantee within 15 days of receipt by the LCRA of all of the following four items: 1) an official letter from the Grantee stating who will be the project manager, and that project development will begin within 30 days of the initial payment, 2) a Project Budget Update, 3) a Project Development Schedule, 4) a fully executed original of this Agreement. Upon receiving notice that the Project is 50% complete, LCRA shall review the status of Grantee's matching funds and provide a project site assessment with 10 business days from receipt of the notice. Contingent upon satisfactory review and site visit by LCRA of the status of Grantee's matching funds, the LCRA shall make an

additional payment not to exceed \$50,000. Payment shall be made within 15 days of the site visit. If Grantee's matching funds do not meet or exceed its commitment in its Grant Application, LCRA reserves the right to reduce its second payment of the level required to ensure that LCRA's contribution does not exceed the matching funds committed by the Grantee.

III. MISCELLANEOUS

- A. The LCRA's financial contribution is to be used in the administration, development and construction of the Project. These expenses may include construction plans and specifications, materials and labor. The Grantee is responsible for all additional funding required to complete the Project, including any operation and management expenses incurred by the Grantee in the administration of the Project. The Grantee will also be solely responsible for any cost increases or overages incurred in connection with the Project.
- B. To the extent allowed by law, the Grantee shall indemnify and save harmless the LCRA from and against any and all loss, cost (including attorneys' fees), damages, expense and liability (including statutory liability and liability under workmen's compensation laws) that the LCRA, its officers, agents, or employees may sustain or incur or which may be imposed upon them or any of them in connection with claims for damages as a result of injury or death of any person or damage to any property as a result of arising out of, or in any manner connected with the Project or the future operations and maintenance of Project improvements by the Grantee.
- C. To the extent allowed by law, the Grantee shall indemnify and save harmless the LCRA, its agents, servants and employees from and against any and all loss, cost (including attorneys' fees), damages, expense and liability that the LCRA, its officers, agents, or employees may sustain or incur or which may be imposed upon them or any of them in connection with claims or damages arising out of acquisition of goods or services in connection with the administration, development or construction of the Project.
- D. This Agreement shall be construed under and in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.
- E. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- F. This Agreement is executed in two originals, each of which shall be considered an original of this Agreement.

In witness whereof, LCRA and the Grantee have caused this Agreement to be executed as of the 17 day of April, 2009. (To be filled in by Grantee on date of signature.)



IV. APPROVAL

LOWER COLORADO RIVER AUTHORITY

By: [Signature]

Name: Frank H. Morgan

Title: Executive Manager, Community Services

Date: 4/7/09

CITY OF WOODCREEK

By: [Signature]

Name: GLORIA WHITEHEAD

Title: Mayor
(Authorized Representative)

Date: 4/17/09

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, or value of real property related to Right of Way acquisition on CR 210 and on McGregor Lane. Possible action to follow in open court.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: TBD

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: JONES/WHISENANT

SPONSORED BY: JONES/WHISENANT

SUMMARY: Summary to be provided in Executive Session.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to 551.071 of the Texas Government Code: consultation with counsel regarding all pending and/or contemplated litigation involving Hays County.

TYPE OF ITEM: Executive

PREFERRED MEETING DATE REQUESTED: May 24, 2011

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: KENNEDY

SPONSORED BY: COBB

SUMMARY:

Litigation update to be provided in Executive Session.