

**Commissioners Court -October 13, 2015  
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 **13<sup>th</sup> day of October, 2015**, 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 on long term recovery by the Blanco River Regional Recovery Team. <b>COBB/CONLEY/SMITH</b>
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**PUBLIC COMMENTS**

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

**CONSENT ITEMS**

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

2	5	Approve payments of county invoices. <b>HERZOG</b>
3	6-11	Approve Commissioners Court Minutes of September 29, 2015. <b>COBB/GONZALEZ</b>
4	12-28	Authorize the County Judge to execute applications for participation in the Texas 1033 Surplus Property Program with the office of Hays County Constable David Peterson, Precinct 1. <b>INGALSBE/PETERSON</b>
5	29-33	Adopt a resolution nominating Luanne Caraway as a candidate for the Central Appraisal District Board of Directors. <b>COBB</b>
6	34	Approve out of state travel for the Emergency Preparedness Coordinator for the PPHR Fall 2015 review meeting, October 13th through 15th in Denver, Colorado. <b>COBB/GARZA</b>
7	35-36	Authorize the Sheriff's Office to accept a donation of a motorcycle helmet from Kent Powersports of Austin Honda, a value of \$450.00 and amend the budget accordingly. <b>COBB/CUTLER</b>
8	37-38	Approve Constable Precinct 3 to accept a donation in the amount of \$1,000.00 From VFW Post 6441 and place it in line 001-637-00.5206 and amend the budget accordingly. <b>CONLEY/AYRES</b>
9	39	Approve out of state travel for Kharley Smith to attend the International Association of Emergency Managers 2015 Conference in Clark County, NV November 14-18, 2015. <b>COBB/SMITH</b>
10	40-51	Approve Utility Permits. <b>COBB/BORCHERDING</b>
11	52-53	Accept a donation in the amount of \$5,000.00 from KVUE and The Community Foundation for flood recovery and restoration at 5 Mile Dam Complex and amend the budget accordingly. <b>WHISENANT/GARZA</b>
12	54	Approval to hold an Auction with Rene Bates Auctioneers, Inc. to dispose of surplus property pursuant to TLGC 263.152. <b>COBB/MAIORKA/HERZOG</b>
13	55-57	Authorize the County Judge to execute a Resolution and submit a grant application to the Texas Indigent Defense Commission for up to \$125,002.00. <b>COBB/HAUFF</b>
14	58-60	Authorize the county Judge to accept an award from the Bureau of Justice Assistance (BJA) for the FY2015 State Criminal Alien Assistance Program (SCAAP) in the amount of \$47,154.00. <b>COBB/CUTLER/HAUFF</b>
15	61-79	Authorize the County Judge to execute a Supplemental Agreement No. 1 to the Professional Service Agreement with Kennedy Consulting, Inc. for professional engineering services on the FM 110 Middle (SH80-FM621) project in Hays County increasing the Compensation Cap from \$1,119,406.90 to \$1,224,228.10. <b>INGALSBE</b>

16	80-82	Authorize the County Judge to execute a Supplemental Agreement No. 3 to the Professional Services Agreement with Reynolds, Smith and Hills CS, Inc. for the FM 1626 North construction management project as part of the Pass-Through Finance Program in Hays County, increasing the Compensation Cap by \$40,000.00 from \$2,460,000.00 to \$2,500,000.00. <b>JONES</b>
17	83	Authorize payment of \$5,043.49 to DB Life Safety Services for an annual fire suppression system inspection in which no purchase order was obtained. <b>COBB/GARZA</b>
18	84	Authorize Commercial OSSF Permit at 150 Brownson Road, Driftwood, TX. <b>WHISENANT/MCINNIS</b>
19	85-87	Authorize the County Judge to execute an amendment to the healthcare program service contract with Hays County Jail and Correct Care Solutions. <b>COBB/CUTLER</b>
20	88-89	Authorize the renewal of the Professional Service Agreement between Dr. Chamalee Weertunge and Hays County Local Health Department for services related to the HCLHD - TB program effective October 1, 2015. <b>INGALSBE/GARZA</b>
21	90	Authorize Institutional OSSF Permit at 13127 Fitzhugh Road, Austin, TX. <b>WHISENANT/MCINNIS</b>
22	91-94	Authorize the County Judge to execute a renewal contract with Tina Marie Harris-Torres, Pharm D to provide pharmacy services to the Hays County Local Health Department. <b>INGALSBE/GARZA</b>
23	95-96	Authorize the District Attorney's Office to purchase two new scanners and amend the budget accordingly. <b>COBB/MAU</b>
24	97	Re-establish the County Clerk's Deputy Clerk II, slot 0454-011 position that was re-graded to a Lead Position during the budget process will remain as a Clerk II grade 108 effective 10/1/15. <b>COBB/GONZALEZ</b>
25	98	Authorize the office of Human Resources to execute a Liability Contribution and Coverage Declarations form regarding liability coverage provided by the Texas Association of Counties Risk Management Pool. <b>COBB</b>
26	99-109	Authorize the County Judge to execute a 1st Amended and Restated Interlocal Agreement for Road Repair and Maintenance between Hays County and the City of Wimberley. <b>CONLEY</b>

## ACTION ITEMS

## SUBDIVISIONS

27	110	SUB-284 Swallowed Hook Subdivision (2 lots). Discussion and possible action to approve preliminary plan. <b>CONLEY/HAIRELL</b>
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## MISCELLANEOUS

28	111	Discussion and possible action to authorize the District Attorney's Office to convert the vacant Administrative Assistant III position, slot 0271-008 grade 110 to an Investigator position, grade 113 at the 25th percentile effective November 1, 2015. <b>COBB/MAU</b>
29	112-124	Discussion and possible action to authorize General Counsel to secure Commercial General Liability and Excess Liability insurance related to the Gay Ruby Dahlstrom Nature Preserve at Dahlstrom Ranch. <b>JONES/KENNEDY</b>
30	125	Discussion and possible action to appoint Commissioner Debbie Gonzales Ingalsbe to the Greater San Marcos Partnership (GSMP) Board of Directors representing Hays County. <b>CONLEY</b>
31	126-168	Discussion and possible action to authorize the County Judge to execute an agreement with the City of Wimberley regarding subdivision and development regulation in the extraterritorial jurisdiction of Wimberley, pursuant to HB1445 (2001). <b>CONLEY/MCINNIS/GARZA</b>
32	169	Discussion and possible action to extend Precinct 3 lease in Wimberley. <b>CONLEY</b>
33	170	Discussion and possible action to accept the recommendations of the Benefits Committee for the 2016 medical plans. <b>COBB/INGALSBE/BAEN</b>
34	171	Discussion and possible action to grant a discretionary exemption of the competitive bidding procedures pursuant to TLGC 262.024 (a) (1), (2) or (3) for the Post Road/Blanco River temporary bridge. <b>WHISENANT/BORCHERDING</b>

### EXECUTIVE SESSIONS

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

35	172	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 acquisition in Wimberley for the Precinct 3 Office in Hays County. Possible action to follow in open court. <b>CONLEY</b>
36	173	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 and related cost on or near Fischer Store Road and Haschke Road in Hays County. Possible action may follow in open court. <b>CONLEY</b>
37	174	Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the performance and duties of the Veterans Service Officer, Fire Marshall, Emergency Management Coordinator, IT Director, Human Resources Director, Transportation Director, General Counsel, Elections Administrator, Development and Community Services Director, and Grants Administrator. <b>COBB</b>

### 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.

38	Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. <b>COBB/CUTLER</b>
39	Discussion and possible action related to the burn ban and/or disaster declaration. <b>COBB/CHAMBERS</b>
40	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies, Laura Harris, HNTB and Allen Crozier, HDR. Possible action may follow. <b>COBB</b>

### ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 9<sup>th</sup> day of October, 2015

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Presentation on long term recovery by the Blanco River Regional Recovery Team.

#### ITEM TYPE

PROCLAMATIONS/PRESENTATIONS

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

Smith

#### SPONSOR

COBB

#### CO-SPONSOR

CONLEY

#### SUMMARY

Executive James Gabriel will provide a brief overview of the organization, accomplishments thus far and plans for the future.

## AGENDA ITEM REQUEST FORM

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#### AGENDA ITEM

Approve payment of County invoices.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR APPROVAL: N/A

#### REQUESTED BY

Auditor's Office

#### SPONSOR

HERZOG

#### CO-SPONSOR

N/A

#### SUMMARY

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Approve Commissioners Court Minutes of September 29, 2015.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

Gonzalez

#### SPONSOR

COBB

#### CO-SPONSOR

N/A

#### SUMMARY



SEPTEMBER 29, 2015

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VOLUME V PG 713

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 29<sup>TH</sup> DAY OF SEPTEMBER A.D., 2015, 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
RAY O. WHISENANT JR	COMMISSIONER, PCT. 4
LIZ Q. GONZALEZ	COUNTY CLERK

WITH COMMISSIONER PCT. 3, WILL CONLEY BEING ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Cobb gave the invocation. Judge Cobb led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Cobb called the meeting to order.

**30998 PROCLAMATION DECLARING SEPTEMBER 30, 2015 AS GARY JOB CORPS VOLUNTEERS DAY**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to adopt Proclamation declaring September 30, 2015 as Gary Job Corps Volunteers Day. All present voting "Aye". MOTION PASSED

**30999 PROCLAMATION RECOGNIZING OCTOBER 2015 AS NATIONAL DOMESTIC VIOLENCE AWARENESS MONTH**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to adopt Proclamation recognizing October 2015 as National Domestic Violence Awareness Month. All present voting "Aye". MOTION PASSED

**PRESENTATION OF HAYS COUNTY SERVICE AWARDS**

Shari Miller – Human Resources presented the Hays County Service Awards. 5-year Awards – Allen Bridges – Constable Pct. 1 Office; Jenifer O'Kane – Tax Assessor/Collector Office; Daniella Garcia – District Attorney's Office; Beatrice Anna Moreno – Sheriff's Office; David Tatum – Juvenile Detention Center. 10-year Award – Vicki Davis – Sheriff's Office. 15-year Award – George Aguilar – Transportation Department. 20-year Awards – Eugene Carranza and Gilbert Hernandez – Sheriff's Office. 25-year Award – Stephen Velasquez – Juvenile Detention. 30-year Awards – Joe Ponce – Sheriff's Office.

**31000 APPROVE PAYMENTS OF COUNTY INVOICES**

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve payments of County Invoices in the amount of \$1,180,126.88 as submitted by the County Auditor. All present voting "Aye". MOTION PASSED

**31001 APPROVE COMMISSIONERS COURT MINUTES OF SEPTEMBER 22, 2015**

A motion was made by Commissioner Jones, seconded by Commissioner Whisenant to approve Commissioners Court Minutes of September 22, 2015 as presented by the County Clerk. All present voting "Aye". MOTION PASSED

**Clerk's Note Agenda Item #6 RE:** *AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH K FRIESE TO STUDY THE OPTIONS REGARDING CONSTRUCTION OF A HIGH BRIDGE ACROSS THE BLANCO RIVER AT POST ROAD – was pulled*

Alejandro Garcia, Jr. – San Marcos resident spoke. This item was pulled and will be brought back at a later date.

**31002 AUTHORIZE COMMERCIAL OSSF PERMIT AT 2324 B, FM 150, KYLE, TX**

Seth Bray is proposing an OSSF to serve an 800 square foot office building for Ol' Yeller Landscaping at 2324 B, FM 150 in Precinct 1. This property is Lot 2 in the Seth A. Bray Subdivision. A public water supply will be used. The components of this on-site sewage facility will be a pretreatment tank, and a pump tank. After treatment, effluent will be evenly dispersed by low pressure pipe. The system was designed by Stan Burrier,



P.E., for 120 gallons per day for a maximum of 5 employees. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to authorize Commercial OSSF Permit at 2324 B, FM 150, Kyle, TX. All voting "Aye". MOTION PASSED**

**31003 APPROVE THE APPOINTMENT OF ROBERT WILSON TO REPLACE ROBERT SCHNEIDER AS A REPRESENTATIVE ON THE HAYS COUNTY ESD #3**

Robert Wilson has agreed to take the place of Robert Schneider who has resigned from the ESD #3. Robert Wilson's term will be effective on September 29, 2015 and end on December 31, 2016. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to approve the appointment of Robert Wilson to replace Robert Schneider as a representative on the Hays County ESD #3. All present voting "Aye". MOTION PASSED**

**31004 AUTHORIZE INSTITUTIONAL OSSF PERMIT AT 3988 HWY 290 E, DRIPPING SPRINGS, TX**

AMM Collision Center proposing an OSSF to serve a paint and body shop, in Precinct 4. This property is lot 9 section 2C in the Sunset Canyon subdivision and is 1.8 acres in size. Water will be supplied by a public water supply. The system designer, Jon Maass, R.S., has designed a treatment system which consists of flow equalization, aerobic treatment, and dispersal to surface irrigation at a daily usage rate of 240 gallons. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to authorize Institutional OSSF Permit at 3988 HWY 290 E, Dripping Springs, TX. All present voting "Aye". MOTION PASSED**

**31005 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL ASSISTANCE AGREEMENT WITH TRAVIS COUNTY FOR THE REGIONAL AUTO THEFT ENFORCEMENT TASK FORCE FROM THE TEXAS AUTOMOBILE BURGLARY AND THEFT PREVENTION AUTHORITY FOR THE SHERIFF'S COMBINED AUTO THEFT TASK FORCE PROJECT**

The Travis County Sheriff's Office is requesting approval of the annual agreement with the Texas Automobile Burglary and Theft Prevention Authority (ABTPA) to continue the Sheriff's combined Auto Theft Task Force Grant. Grant project term is from September 1, 2015 to August 31, 2016. The grant award provides funding for the Hays County Field Agent's salary in the amount of \$62,111.04 and the Hays County Sheriff's office will cover the fringe benefits (\$27,355.47) for this position. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the County Judge to execute an Interlocal Assistance Agreement with Travis County for the Regional Auto Theft Enforcement Task Force from the Texas Automobile Burglary and Theft Prevention Authority for the Sheriff's Combined Auto Theft Task Force Project. All present voting "Aye". MOTION PASSED**

**31006 AUTHORIZE COMMERCIAL OSSF PERMIT AT 1126B, FM 32 WIMBERLEY, TX**

Bobby Alba is proposing an OSSF to serve a 2400 square foot office/warehouse at 1126B, FM 32 in Precinct 3. This property is 6 acres in size, lot 1, Ladera Ranch Subdivision. Water will be supplied by rainwater collection. The components of this OSSF will be a 1250 trash/flow equalization tank followed by a 500 gpd aerobic treatment unit. The effluent will be dispersed by surface application. This system was designed by Don Perry for 100 gallons per day. **A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize Commercial OSSF Permit at 1126B, FM 32 Wimberley, TX. All present voting "Aye". MOTION PASSED**

**31007 APPROVE THE APPOINTMENT OF TOM AYERS AS A RESERVE DEPUTY FOR THE OFFICE OF CONSTABLE DAVID PETERSON, PRECINCT 1**

**A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve the appointment of Tom Ayers as a Reserve Deputy for the Office of Constable David Peterson, Precinct 1. All present voting "Aye". MOTION PASSED**

**31008 APPROVE SPECIFICATIONS FOR IFB 2016-B01 FM 1626 SOUTH FOR THE HAYS COUNTY PASS THROUGH FINANCING PROGRAM AND AUTHORIZE PURCHASING MANAGER TO SOLICIT FOR BID AND ADVERTISE PENDING RECEIPT OF TXDOT LETTER OF AUTHORIZATION**

**A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve specifications for IFB 2016-B01 FM 1626 South for the Hays County Pass Through Financing Program and authorize Purchasing Manager to solicit for bid and advertise pending receipt of TxDOT Letter of Authorization. All present voting "Aye". MOTION PASSED**





SEPTEMBER 29, 2015

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VOLUME V PG 715

**31009 AMEND VARIOUS DEPARTMENTAL BUDGETS IN PREPARATION FOR THE COUNTY'S FY2015 YEAR-END PROCESS**

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to amend various departmental budgets in preparation for the County's FY2015 year-end process. All present voting "Aye". MOTION PASSED

**31010 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH LEXIS NEXIS SERVICES FOR LEGAL RESEARCH IN THE HAYS COUNTY LAW LIBRARY**

The Law Library is replacing its print subscription of the Texas Litigation Guide, Texas Transaction Guide and Texas Criminal Practice Guide with electronic versions accessible through LexisNexis Advance Patron Access. The print versions of these books have cost the Law Library around \$8,779.13 per year. Each year the cost rises as the demand for print research materials drops. Changing the subscriptions to electronic format will reduce the cost to \$7,416 per year, for the next 3 years. In addition, the Law Library will have access to other materials from LexisNexis such as Shepherds citation services and Lexis citation only cases. LexisNexis is the only publisher that can provide these specific resources and practice materials. The required funding has already been approved in the FY16 budget. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to authorize the County Judge to execute a contract with Lexis Nexis Services for legal research in the Hays County Law Library. All present voting "Aye". MOTION PASSED

**31011 AUTHORIZE THE COUNTY JUDGE TO EXECUTE CONTRACT RENEWALS WITH WEST THOMSON REUTERS FOR LEGAL RESEARCH IN THE HAYS COUNTY LAW LIBRARY**

There are two contracts, initially signed in September 2012, up for renewal. One is for book updates and the other is for computer assisted legal research (Westlaw) in the Law Library. The required funding has already been approved in the FY16 budget. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to authorize the County Judge to execute contract renewals with West Thomson Reuters for legal research in the Hays County Law Library. All voting "Aye". MOTION PASSED

**31012 RATIFY THE EXECUTION OF CHANGE ORDER AUTHORIZATION NO. 2 FOR TASK ORDER ONE BETWEEN HAYS COUNTY AND TETRA TECH, INC FOR DISASTER DEBRIS MONITORING AND MANAGEMENT SERVICES RELATED TO THE MAY 2015 FLOOD**

Task Order #1 - CO 2: Scope: Disaster Debris Monitoring Services for Hays County, Wimberley and San Marcos. New Effective Date: August 7, 2015 to October 31, 2015. Increased by: \$23,658. New NTE Budget: \$535,137. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Whisenant to ratify the execution of Change Order Authorization No. 2 for Task Order One between Hays County and Tetra Tech, Inc. for Disaster Debris Monitoring and Management Services related to the May 2015 Flood. All present voting "Aye". MOTION PASSED

**Clerk's Note Agenda Item #18 RE:** CALL FOR A PUBLIC HEARING ON OCTOBER 13, 2015 TO ESTABLISH TRAFFIC REGULATIONS (YIELD SIGN) ON HENLY LOOP (EAST ENTRANCE OFF OF US 290) – was pulled

**31013 SUB-370 POCO RANCH SUBDIVISION (4 LOTS) APPROVE FINAL PLAT**

Caitlyn Hairell, County Planner gave staff recommendation. Poco Ranch is a proposed 4 lot subdivision across 28.20 acres. This proposed subdivision is located off of Pursley Road in Precinct 4. Water service will be provided by private wells and wastewater treatment will be accomplished by individual on-site sewage facilities. A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to approve final plat of SUB-370 Poco Ranch Subdivision. All present voting "Aye". MOTION PASSED

**Clerk's Note:** Court took a break at 9:43 a.m. and reconvened into open session at 10:04 a.m.

**31014 HOLD A PUBLIC HEARING AT 10:00 AM IN ACCORDANCE WITH SECTION 293.101 OF THE TEXAS HEALTH AND SAFETY CODE, INCLUDING BUT NOT LIMITED TO DISCUSSION AND POSSIBLE ACTION TO AUTHORIZE THE CREATION OF A HAYS COUNTY LOCAL PROVIDER PARTICIPATION FUND ("LPPF"), AUTHORIZE THE COUNTY TO COLLECT A MANDATORY PAYMENT FROM EACH INSTITUTIONAL HEALTH CARE PROVIDER IN HAYS COUNTY, ESTABLISH THE STATE FISCAL YEAR 2016 MANDATORY PAYMENTS, AND AUTHORIZE THE INTERGOVERNMENTAL TRANSFER OF THE FUNDS DERIVED FROM THOSE MANDATORY PAYMENTS TO PROVIDE THE NONFEDERAL SHARE OF THE SUPPLEMENTAL PAYMENT PROGRAM AUTHORIZED UNDER THE TEXAS**



**HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM  
("SEC 1115") WAIVER**

Judge Cobb opened the Public Hearing. Lon Shell, Chief of Staff, Dan Lyons – San Marcos resident, Liz Johnson – Seton Healthcare System and Ann Miller of CTMC spoke. Judge Cobb closed the Public Hearing. Hays County's participation in a County Health Care Provider Participation Program is authorized by HB 3175 passed during the 84th Texas Legislature. A County Health Care Provider Participation Program authorizes a county to collect a mandatory payment from each institutional health care provider located in the county to be deposited in a local provider participation fund established by the county. Money in the fund may be used by the county to fund certain intergovernmental transfers and indigent care programs as provided by Chapter 293 of the Texas Health and Safety Code. Central Texas Medical Center of San Marcos and Seton Medical Center Hays supported passage of HB 3175, support the creation of the program in Hays County, and are the only affected entities. Hays County adopted a resolution in support of the legislation during the 3-24-15 Commissioners Court. The Hays County Commissioners Court adopted and Order authorizing the County's participation in the LPPF program during the 9-15-15 court meeting. Sage Capital Bank was designated as the depository for the payments by resolution of the Court on 9-15-15. Notice of the Public Hearing has been posted in accordance with 293.101 of the Texas Health and Safety Code. During the hearing, the Court will consider the approval of the amount of payments for each hospital as determined by 293.151 THSC and consider other issues related to the program. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the creation of a Hays County Local Provider Participation Fund ("LPPF"), authorize the county to collect a mandatory payment from each institutional health care provider in Hays County, establish the state fiscal year 2016 mandatory payments of \$4,934,458.02 for Central Texas Medical Center, \$6,163,271.16 for Seton Medical Center Hays, and \$162,754.74 for Warm Springs Rehabilitation of Kyle which equal 6% of the net patient revenue of each hospital, and authorize the Intergovernmental Transfer of the funds derived from those mandatory payments to provide the nonfederal share of the supplemental payment program authorized under the Texas Healthcare Transformation and Quality Improvement Program ("sec 1115") waiver. All present voting "Aye".** MOTION PASSED

**EXECUTIVE SESSION PURSUANT TO SECTIONS 551.071 AND 551.074 OF THE TEXAS GOVERNMENT CODE: CONSULTATION WITH COUNSEL AND DELIBERATION REGARDING THE PERFORMANCE AND DUTIES OF THE VETERANS SERVICE OFFICER, FIRE MARSHALL, EMERGENCY MANAGEMENT COORDINATOR, IT DIRECTOR, HUMAN RESOURCES DIRECTOR, TRANSPORTATION DIRECTOR, GENERAL COUNSEL, ELECTIONS ADMINISTRATOR, DEVELOPMENT AND COMMUNITY SERVICES DIRECTOR, AND GRANTS ADMINISTRATOR**

Court convened into Executive session at 10:20 a.m. and reconvened into open court at 1:50 p.m. In Executive Session were Commissioner Ingalsbe, Commissioner Jones, Commissioner Whisenant and Judge Cobb. No Action Taken.

**DISCUSSION OF ISSUES RELATED TO THE HAYS COUNTY JAIL, AND THE PLANNING OF PROJECTS PERTAINING TO THE PUBLIC SAFETY FACILITIES NEEDS WITHIN THE COUNTY. POSSIBLE ACTION MAY FOLLOW**

Judge Cobb gave the Hays County Jail population report. Hays County's current maximum jail capacity is 362 inmates. Jail Standards recommends holding approximately 10% of capacity open. That lowers our capacity to 311. The jail's daily average was 298 and peak was 307 on September 23th for the week of September 20 to September 26, 2015. The maximum female capacity is 76 inmates. Last week's average was 60 and peak was 64 on 9/25/2015. The maximum male capacity is 256 inmates. Last week's average was 238 and peak was 245 on 9/23/2015. Inmate at Guadalupe County: 13; Inmate at Caldwell County: 20; Inmate at Walker County: 20.

**ACTION RELATED TO THE BURN BAN AND/OR DISASTER DECLARATION**

Hays County Fire Marshall – Mark Chambers gave the Drought Index – 655, with the 14 day outlook at 699. He explained the Drought Index, it ranges from 0-800 scale. His recommendation is to keep the Burn Ban in place.

**Clerk's Note Agenda Item #24 RE:** DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES, LAURA HARRIS, HNTB AND ALLEN CROZIER, HDR. POSSIBLE ACTION MAY FOLLOW – **was pulled**



**SEPTEMBER 29, 2015**

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**VOLUME V PG 717**

A motion was made by Commissioner Whisenant, seconded by Commissioner Jones to adjourn court at 1:55 p.m.

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 September 29, 2015.



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



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the County Judge to execute applications for participation in the Texas 1033 Surplus Property Program with the office of Hays County Constable David Peterson, Precinct 1.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	N/A

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable David Peterson	INGALSBE	N/A

#### SUMMARY

The application and related documents for the 1033 Surplus Property Program are attached.

**LAW ENFORCEMENT AGENCY (LEA)  
APPLICATION FOR PARTICIPATION**

\*This application must be updated and resubmitted within 30 days of any changes or on an annual basis

NEW ☒ UPDATE ☐ SCREENER ID (Update Only): \_\_\_\_\_

AGENCY: Office of the Hays County Constable Pct 1

PHYSICAL ADDRESS (No P.O. Box): 712 South Stagecoach Trail, Suite 2210

MAILING ADDRESS (If different than above): \_\_\_\_\_

CITY: San Marcos STATE: Texas

ZIP: 78666 EMAIL: mark.graves@co.hays.tx.us

PHONE: 512-393-7730 FAX: 512-393-7720

**NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY**

FULL-TIME: 6 PART-TIME: 0 RESERVE: \_\_\_\_\_

**SCREENER(S) POC: MUST HAVE AT LEAST ONE**

\*MAIN POC: Designated POC for calls and emails on 1033 Program requests and properly pickup

SCREENER/MAIN POC: Mark Graves - Chief Deputy

SCREENER/POC #2: Allen Bridges - Sergeant

SCREENER/POC #3: \_\_\_\_\_

SCREENER/POC #4: \_\_\_\_\_

WEAPON POC (Optional): \_\_\_\_\_

AIRCRAFT POC (Optional): \_\_\_\_\_

**INVENTORY CHECK**

Does the Agency currently have any equipment from the 1208/1033 Program? YES ☐ NO ☒

WEAPONS: YES ☐ NO ☐ AIRCRAFT: YES ☐ NO ☐ WATERCRAFT: YES ☐ NO ☐

TACTICAL: YES ☐ NO ☐ OTHER CONTROLLED: YES ☐ NO ☐ DEMIL A: YES ☐ NO ☐  
VEHICLES PROPERTY (LESS THAN A YEAR OLD)

\*By signing this application, the Chief Executive Official/Head of Agency (Local Field Office) is aware of 1208/1033 Property currently in the possession of their department.

\*Upon acceptance into the 1033 Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all 1033 Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate.

CHIEF EXECUTIVE OFFICIAL/: David L. Peterson DATE: 09/16/2015  
HEAD OF LOCAL AGENCY PRINTED NAME

SIGNATURE

STATE COORDINATOR: Skylor Hearn DATE: 9-16-  
(NOT REQUIRED FOR FEDERAL) PRINTED NAME

SIGNATURE



## TEXAS 1033 SURPLUS PROPERTY PROGRAM SUPPLEMENTAL DATA SHEET

Date: 09/16/2015

Agency: Office of the Hays County Constable

Phone: (512)3937730 Alternate Phone: (512)757-6801

Fax: (512)3937720

Website (if applicable): www.co.hays.tx.us/constable-precinct-1.aspx

Screener #1: Chief Deputy Mark Graves mark.graves@co.hays.tx.us  
RANK / NAME / E-MAIL ADDRESS

Screener #2: Sergeant Allen Bridges allen.bridges@co.hays.tx.us  
RANK / NAME / E-MAIL ADDRESS

Screener #3: \_\_\_\_\_  
RANK / NAME / E-MAIL ADDRESS

Screener #4: \_\_\_\_\_  
RANK / NAME / E-MAIL ADDRESS

Weapons Officer: Sergeant Allen Bridges allen.bridges@co.hays.tx.us  
RANK / NAME / E-MAIL ADDRESS

**AGENCY CHIEF EXECUTIVE OFFICIAL<sup>1</sup>**  
Signature: \_\_\_\_\_

Name: David L. Peterson

Title: Hays County Constable Pct 1

Email: dpeterson@co.hays.tx.us

### AUTHORIZED OFFICIAL<sup>2</sup>

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

Name: Bert Cobb

Title: Hays County Judge

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

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

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



## TEXAS 1033 SURPLUS PROPERTY PROGRAM RELEASE OF LIABILITY

AGENCY: Office of the Hays County Constable Precinct 1 in San Marcos, Texas  
City, County

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

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

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

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

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

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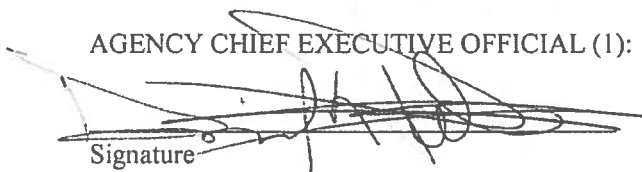
The LEA acknowledges that it is the sole responsibility for any and all costs associated with the Transferred Property, including but not limited to, packing, crating, handling, transportation, repossession and disposal.

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

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

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

AGENCY CHIEF EXECUTIVE OFFICIAL (1):

  
Signature

09/16/2015

Date

David L. Peterson - Hays County Constable Pct 1

Name/Title

AUTHORIZED OFFICIAL (2):

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Bert Cobb - Hays County Judge

Name/Title

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

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

- (1) Agency Chief Executive Official – Chief of Police or County Sheriff
- (2) Authorized Official – County Judge, Mayor or City Manager/Administrator, University/College President or Director

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**STATE PLAN OF OPERATION BETWEEN  
THE STATE OF TEXAS**

**AND THE**

Office of the Hays County Constable Pct 1

**I. PURPOSE**

This State Plan of Operation (SPO) is entered into between the State of Texas and the Hays County Constable Pct 1, to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property which is transferred pursuant to Title 10 USC § 2576a and to promote the efficient and expeditious transfer of the property and to ensure accountability of the same.

**II. AUTHORITY**

The Secretary of Defense is authorized by Title 10 USC § 2576a to transfer to Federal and State Agencies, personal property that is excess to the needs of the DOD and that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with emphasis on counter-drug/counter-terrorism activities, under such terms prescribed by the Secretary. The authorities granted to the Secretary of Defense have been delegated to the DLA in determining whether property is suitable for use by agencies in law enforcement activities. DLA defines law enforcement activities as activities performed by government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

**III. GENERAL TERMS AND CONDITIONS**

**A. Operational Authority.**

The Governor of the State of Texas has designated in writing with an effective date of August 8, 2011 to implement this program statewide as well as conduct management and oversight of this program. Funding to administer this program is provided by the Texas Department of Public Safety. The funding is used to administer the program and to provide support and assistance to the Law Enforcement Agencies (LEAs), via computer/telephone assistance and occasional physical visits to the LEAs. The facilities, staffing to provide the support to the LEAs within the State of Texas are as follows:

State Coordinator (SC): Skylor Hearn

(if appointed) State Point of Contact (SPOC): Rolando Ayala

(if appointed) State Point of Contact (SPOC): Laurie Patterson

(if appointed) State Point of Contact (SPOC): John Riddick

The State Coordinator contact information is:

Agency Address/Location: 5805 North Lamar Boulevard, Austin, Texas 78773

EMAIL/Contact Phone Numbers: Texas1033program@dps.texas.gov 512-424-7590

Fax Number: 512-424-7591

Hours of Operation: Monday-Friday, 7:00 am - 5:00 pm

The DLA LESO has final authority to determine the type, quantity, and location of excess DOD personal property suitable for conditional transfer to law enforcement activities.

B. This agreement creates no entitlement to the LEA to receive excess DOD personal property.

C. Property available under this agreement is for the current use of authorized program participants; it will not be requested nor issued for speculative use/possible future use. Property will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, to secure a loan, or to otherwise supplement normal LEA or State/local governmental entities budgets. All requests for property will be based on bona fide law enforcement requirements. Under no circumstances will property be sold or otherwise transferred to non-U.S. persons or exported. Loaning to non-participants of the DLA LESO Program is not authorized.

D. Requests for property solely for the purpose of cannibalization, and cannibalization of DOD property currently on an LEA inventory, must be submitted in writing thru the State Coordinators office to DLA Disposition Services LESO for approval. The DLA Disposition Services LESO will consider cannibalization requests on a case-by-case basis. Any transportation, repair, maintenance, insurance, disposal or other expenses associated with these assets is the sole responsibility of the LEA.

E. The DLA Disposition Services LESO reserves the right to recall any and all property issued through the LESO Program.

F. The DLA Disposition Services LESO conditionally transfers excess DOD property to States/LEAs enrolled in the LESO Program. DLA Disposition Services LESO retains permanent title to property with Demilitarization (DEMIL) Codes of B, C, D, E, F, G and Q (with an Integrity Code of 3), property with these DEMIL codes is also known as controlled property. Once the State/LEA no longer have use for property in these DEMIL codes the property must either be transferred to another LEA with State approval first or returned to DLA Disposition Services for disposal.

G. The DLA Disposition Services LESO permanently passes title to property with DEMIL Codes of "A" and "Q" (with an Integrity Code of "6") to the State/LEA after one year from the initial transfer to the State/LEAs property book from the DLA Disposition Services inventory.

1. Property with DEMIL Codes of "A" and "Q" (with Integrity Code of 6) will be systematically archived upon meeting the one year mark and will no longer be on the LEAs inventory. Prior to this property being archived, the State and/or LEAs are still responsible for the accountability and physical control of the item (s).
2. Archived property is not subject to annual inventory requirements, and will not be inventoried during State or DLA Disposition Services LESO Program Compliance Review (PCR).
3. The State and/or LEA may dispose or sell DEMIL "A" and "Q" (with Integrity Code of 6) items that have been archived from the property book, in accordance with applicable Federal, State and local laws.

H. State and LEAs are not authorized to transfer or turn-in property issued under the LESO Program without State and DLA Disposition Services LESO approval. Property will not physically move until the approval process is complete.

I. Property obtained under this SPO must be placed into use within one (1) year of receipt, unless the condition of the property renders it unusable, in which case the property can be returned to the nearest DLA Disposition Services Site. If property is not put into use by the LEA within one (1) year, the State/LEA must coordinate a transfer of property to another LEA or request a turn-in to return the property to the nearest DLA Disposition Services Site.

#### **IV. ENROLLMENT**

A. For the purposes of this program, law enforcement activities are defined as Government agencies whose primary function is the enforcement of applicable Federal, State, Local laws, and whose compensated officers have powers of arrest and apprehension.

B. The State and LEA's shall:

1. LEA submits the Application for Participation to the State Coordinator for their approval.
2. Ensure only authorized LEA applications for LESO Program enrollment are submitted.
3. Approve/disapprove applicants in the LESO Program. The State Coordinator will only certify LEAs that are government agencies whose primary function is the enforcement of applicable Federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension.
4. Ensure LEAs enrolled in the LESO Program update their account information annually

in the current property accounting system. Annual update is defined as 365 days from initial date of enrollment and/or last update.

5. Provide a comprehensive overview of the LESO Program to all LEAs once they are approved for enrollment.

**C. State Required Compliance Criteria:**

1. If the Application for Participation is approved by the State Coordinator, it will be forwarded to LESO. If approved by LESO, the State Coordinator's office will then provide the LEA with instructions for registering in both electronic systems used for screening, requisitions, and inventory management. Once approved for participation in the program, the LEA shall submit an updated application packet to the State Coordinator no later than January 31 each year or any time there is a change in personnel or LEA contact information. Failure to do so may result in suspension and/or termination from the program.
2. Identification/Acquisition/Transportation of Property – Property may be identified electronically through the Reutilization Transfer Donation (RTD) website. Once identified, the LEA shall submit an electronic requisition through the RTD website. The State Coordinator shall approve/disapprove the request. Approved requests are sent to the LESO. LESO approved requests are routed to the Enterprise Business Solutions (EBS) or the "system". If the EBS approves, the LEA has fourteen (14) calendar days to make arrangements with the DLA site for removal of the property. It is the responsibility of the LEA to transport requested property from the DLA site to their location. DLA will not fund the transportation cost.
3. LEA Transfer of Responsibility – Program property is assigned to the LEA. A change in the Chief Executive Official (CEO), due to any reason, will not relinquish responsibility from the LEA for properly maintaining existing program property. If the new CEO does not wish to be responsible for existing property, they shall notify the State Coordinator's office in writing that they wish to return equipment to the nearest Disposition Center or transfer it to a qualifying LEA. The LEA remains responsible for existing property until the property is officially transferred or returned.

**V. ANNUAL INVENTORY REQUIREMENT**

A. Per the DLA Memorandum of Agreement (MOA) between DLA and the State, it is required to conduct an annual inventory certification of controlled property.

B. The State and LEA's shall:

1. Receive and validate incoming certified inventories and reconcile inventories with the LEA.
2. Ensure the LEAs provide serial numbers identified in annual inventory process for

inclusion in the DLA Disposition Services property accounting system, for Aircraft, Watercraft, Tactical Vehicles and Weapons and other unique items, as required.

3. Send confirmation, to the State Coordinator, when the LEAs inventory is reconciled in the DLA Disposition Services LESO property accounting system. This will serve as the State's confirmation that LESO Program controlled property within his/her State has been reconciled in the accounting system of record.

4. The State may suspend/terminate an LEA, as a result of the LEAs failure to properly conduct and/or certify and submit certified inventories, according to the aforementioned requirements.

a. The LEA will complete inventories for their agency by January 31<sup>st</sup> of each year. The Fiscal Year (FY) is defined as October 1<sup>st</sup> through September 30<sup>th</sup> of each year. This provides the LEAs four months to physically inventory LESO Program property in their possession, and submit their certified inventories to their State Coordinators.

b. In addition to the certifying inventories, the State requires photographs for all Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons received through the LESO Program.

(1) The State requires front, side and data plate photos for Aircraft, Watercraft, Tactical Vehicles and other unique items as required that are received through the LESO Program.

(2) The State requires submission of serial number photos for each Aircraft, Watercraft, Tactical Vehicles, NVGs, Weapons and other unique items as required that are received through the LESO Program.

c. LEAs that fail to comply with the inventory by January 31<sup>st</sup> may be suspended/terminated from operations within the LESO Program. Further failure to submit the inventory may result in a LEA termination.

d. Validate the accountability of all High Profile (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property with each LEA following a domestic disaster within 60 days by having them conduct a physical inventory.

e. The LEA is aware that High Profile Commodities (Aircraft, Watercraft, Tactical Vehicles, NVGs and Weapons), High Awareness (Demilitarization required) property is subject to additional controls.

## **VI. PROGRAM COMPLIANCE REVIEWS**

A. The State of Texas in accordance with the DLA Disposition Services Memorandum of Agreement is subject to Biannual Program Compliance Reviews. This review includes Law Enforcement Agencies that have DLA LESO issued property in their possession. Law Enforcement Agencies that may be selected by the DLA LESO will be subject to a DLA LESO

Property and documentation review. As a participant in the DLA LESO Program your Law Enforcement Agency may be subject to selection in these reviews. In addition to this requirement, the State will conduct annual internal 5% Program Compliance Reviews of LEAs participating in the LESO program in order to ensure accountability, program compliance and validate annual inventory submissions are accurate. Results of internal PCRs in terms of LEA non-compliance with terms and conditions of the LESO Program will be kept on-file at the State Coordinator's Office.

1. The State internal review will include, at minimum:

- (a) A review of each selected LEAs LESO Program files.
- (b) A review of the signed State Plan of Operation.
- (c) A review of the LEA application and screener(s) letter.
- (d) A physical inventory and/or approved custody card verification of LESO Program property at each selected LEA.
- (e) A review of property accountability procedures to include the following criteria;
  - 1. The proper security and storage of assets. (Secure controlled area with limited access).
  - 2. Asset tracking and sign out procedures in place for LESO assets.
  - 3. Prior approval of any transfer of high visibility assets.
  - 4. Reporting of all lost, missing or stolen assets.
  - 5. Identification of all unused property\*\*

\*\*The State and/or LEA will bear all expenses related to the repossession, transfer or turn-in of LESO Program property to a different LEA or the nearest DLA Disposition Service site.

- (f) A specific review of each selected LEAs files for the following: DD Form 1348-1A for each item currently on inventory, weapons documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any) and other pertinent documentation as required.

## **VII. REPORTING REQUIREMENTS FOR LOST, MISSING, STOLEN, DAMAGED OR DESTROYED LESO PROGRAM PROPERTY**

A. All property missing, lost, stolen, damaged, or destroyed must be reported to the State and DLA Disposition Services LESO.

- 1. Excess DOD personal property with a Demilitarization Code of B, C, D, E, F, G and Q (with an Integrity Code of 3) must be reported to the State and DLA Disposition Services LESO within

twenty-four (24) hours.

2. Excess DOD personal property with a Demilitarization Code of A or Q (with an Integrity Code of 6) must be reported to the State and DLA Disposition Services LESO within seven (7) days.

3. All reports are subject to the DLA Office of the Inspector General (OIG) inspection.

B. The DLA Disposition Services LESO may grant extensions to the reporting requirements listed above, on a case by case basis.

## **VIII. AIRCRAFT AND WEAPONS**

A. Aircraft (fixed wing and rotary wing), may be transferred to the LEA for its use in law enforcement activities. The State Plan of Operation must ensure that all LEAs and all subsequent users are aware of and agree to provide all required controls and documentation in accordance with applicable laws and regulations for these items.

Additionally, the following conditions apply:

Aircraft acquired *prior to* September 30, 1996, under the 1208 Program *were* considered "1208 Aircraft". Public Law 104-201, Section 1033 (b) (1) repealed all Section 1208. Therefore, all aircraft and/or aircraft parts are considered LESO Program aircraft and/or aircraft parts as of September 30, 1996. [As repealed by Pub. L. 104-201 Sec. 1033 (b) (1)]. Sale, trade or transfer of aircraft and/or aircraft parts (acquired prior to September 30, 1996) may be authorized by the DLA Disposition Services LESO, on a case by case basis. The DLA Disposition Services LESO reserves the right to approve or deny requests for sale, trade or transfer of all LESO Program aircraft and/or aircraft parts, regardless of when the aircraft was originally acquired.

B. Law Enforcement Agencies no longer requiring LESO Program weapons must request authorization to transfer or return weapons. Transfers and turn-ins of weapons must be approved by the State Coordinator and the DLA Disposition Services LESO. Weapons will not physically move until the approval process is complete. Weapons that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate weapon(s) with the correct, specific serial number(s).

## **IX. RECORDS MANAGEMENT**

A. State Coordinator and LEAs enrolled in the LESO Program, must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the properties DEMIL codes. All documents concerning a property record must be retained.

1. Property records for items with DEMIL codes of A and Q (with a DEMIL Integrity code of 6) must be retained for two calendar years (CY) from approval date and then may be destroyed.

2. Property records for items with DEMIL codes of B, C, D, E, F, G and Q (with a DEMIL Integrity code of 3) must be retained for 5 years or for the life span of the property, whichever is longer.
3. Environmental Property records must be retained for fifty years, regardless of DEMIL code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
4. LESO Program files must be segregated from all other records.
5. All property records must be filed, retained, and destroyed in accordance with the DLA Records Schedule. These records include, but are not limited to the following: DRMS Form 103, DD Form 1348-1A, requests for transfer, turn-in, or disposal, approved Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 10 and 5, Certificate of Aircraft Registration (AC Form 8050-3), Aircraft Registration Application (AC 8050-1) and any other pertinent documentation and/or records associated with the LESO Program.

## **X. PROPERTY ALLOCATION**

### **A. The State and LEA's shall:**

1. Ensure LEAs submit appropriate justifications when requesting excess DOD property via the LESO Program, and will ensure LESO Program property will be used for law enforcement purposes only.
2. Access the DLA Disposition Services LESO Website on a weekly basis for timely and accurate guidance, information and links concerning the LESO Program and ensure that all relevant information is passed on to participating LEAs.
3. Encourage and assist the Law Enforcement Agencies in the use of electronic screening of property via the DLA Disposition Services Reutilization, Transfer and Donation (RTD) Web.
4. Upon receipt of a valid LEA request for property, submit requests that ensure fair and equitable distribution of property to the greatest extent possible based on current LEA inventory and LEA justification for property. Generally no more than one of any item per officer will be allocated.
5. Maintain access to the DLA Disposition Services RTD Website to approve/ disapprove transfers, turn-ins and disposal requests from an LEA or to generate these requests at the State level and forward all approvals to the DLA Disposition Services LESO for action.
6. Assist the LEAs with enrollment, property request, transfer, turn-in and disposal procedures.
7. Review property requests in the DLA Disposition Services RTD Website and property receipts and conduct monthly reconciliations of property records.



8. Access the DLA Disposition Services RTD Web at a minimum of once daily (Monday thru Friday) to process LEAs requests for excess DOD property.

## **XI. PROGRAM SUSPENSION & TERMINATION**

A. The LEA is required to abide by the terms and conditions of the State Plan of Operation in order to maintain active status.

B. The State and/or DLA LESO shall suspend or terminate an LEA:

1. Suspend LEAs in all situations relating to the suspected or actual abuse of LESO Program property or requirements and/or repeated failure to meet the terms and conditions of the SPO. Suspension may lead to TERMINATION.
2. Suspend or terminate an LEA(s) and/or LEA POC(s) based upon their findings during internal program compliance reviews and/or spot checks at the State level.
3. Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding lost, missing, stolen and/or damaged LESO Program property. The LEA must submit all documentation to the State and DLA Disposition Services LESO upon receipt.
4. Initiate corrective action to rectify suspensions and/or terminations placed upon the LEAs for failure to meet the terms and conditions of the LESO Program.
5. The State Coordinator will maintain contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by timeframe provided by the DLA Disposition Services LESO.
6. Provide documentation to the State and DLA Disposition Services LESO when actionable items are rectified by the LEA.
7. In the event of a LEA termination, the State Coordinator will make every attempt to transfer the LESO Program property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to the nearest DLA Disposition Services Site.
8. In cases relating to an LEA termination, the LEA will have 60 days to complete the transfer or turn-in of all LESO Program property in their possession.
9. Request reinstatement via the State Coordinator or SPOC(s) to full participation status at the conclusion of a suspension period.
10. The DLA Disposition Services LESO Program Manager has final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.

## **XII. COSTS & FEES**

A. All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program, is the sole responsibility of the LEA.

## **XIII. NOTICES**

A. The State or DLA Disposition Services LESO, may, from time to time, propose modifications or amendments to the provisions of this SPO. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator or LEA to conform changes affecting their operations.

## **XIV. ANTI-DISCRIMINATION**

A. By signing this SPO or accepting excess DOD personal property under this SPO, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:

1. On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
2. On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
3. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 U.S.C. 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.

B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the LEA.

## **XV. INDEMNIFICATION CLAUSE**

A. To the extent permitted by law, the State Coordinator/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while in, upon or about the sale site and/or the site on which the property is located, or while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control. The State will maintain or assure that the LEA maintains adequate insurance to cover damages or injuries to persons or property relating to the use of the property. Self-insurance by the State/LEA is considered

acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of the property.

#### **XVI. TERMINATION**

A. This State Plan of Operation may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.

B. The undersigned Chief Executive Official for the LEA hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

**XVII. IN WITNESS THEREOF**, the parties hereto have executed this agreement as of the last date written below.

Office of Hays County Constable Pct 1

Agency Name

David L. Peterson

Type/Print Chief Executive Official Name

  
Chief Executive Official Signature

09/16/2015

Date (MM/DD/YYYY)

Skylor Hearn

Type/Print State Coordinator

State Coordinator Signature

Date (MM/DD/YYYY)

## XXI. Amendment

A. As of November 7, 2014, the DLA LESO implemented policy and procedural changes which place additional controls on certain excess DOD property with Demilitarization codes of Q (with an Integrity Code of 6) and that now require additional documentation that must accompany requests for specific controllable property. This amends the Law Enforcement Agencies (LEA) responsibilities within the existing State Plan of Operation (SPO) between the State of Texas and the LEA listed in the SPO. This Amendment is effective immediately.

The LEA will adhere to the following program changes.

1. With all requests for Tactical Vehicles, Aircraft and Weapons, the State and/or LEA must certify that they have a training plan which covers the use of the requested equipment. Requests without this supporting documentation will not be approved.
2. The Demilitarization Code of "Q" with Integrity Code of "6" has been considered to be Commerce Control List items (cannot be exported) and is considered controllable property by the Department of Defense and DLA. This replaces any language of the current SPO that refers to the property with a DEMIL code of Q6.

The aforementioned changes to the State Plan of Operation (SPO) are acknowledged and accepted by the following individuals:

David L. Peterson

Type/Print Chief Executive Official Name

Chief Executive Official Signature

SKYLOR HEARN

Type/Print State Coordinator Name

State Coordinator Signature

09/16/2015

Date (MM/DD/YYYY)

Date (MM/DD/YYYY)

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Adopt a resolution nominating Luanne Caraway as a candidate for the Central Appraisal District Board of Directors.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

COBB

N/A

#### SUMMARY

See the attached memo from the Hays Central Appraisal District and the Resolution nominating Luanne Caraway for a two year term beginning Jan 1, 2016.

# Hays Central Appraisal District



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512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640 ■ Fax 512-268-1945

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## MEMORANDUM

TO: Voting Taxing Units  
FROM: David Valle, Chief Appraiser  
DATE: August 14, 2015  
SUBJECT: Nomination of Appraisal District Directors  
**DEADLINE** for Nominations: Before October 15, 2015

Our appraisal district is governed by a board of seven directors. Members of the board serve two-year terms beginning on January 1 of even numbered years. The board of directors of our district meets once a month.

In considering individuals to serve as directors, taxing units should look for expertise in such areas as business management, information systems, computers, accounting, finance, real estate and taxation.

Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate **by resolution adopted by its governing body** one candidate for each position to be filled on the board of directors. **The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15, 2015.** [Texas Property Tax Code, Section 6.03 (g)]

Please see Attached:  
Directors Qualifications  
Timetable for HCAD Board Member Election

### **Appraisal District Director Qualifications:**

To be eligible to serve on the board of directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date he or she takes the office.

An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit or because the individual is an elected official.

However, an employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

## **HCAD Board Member Election TIMETABLE:**

Texas Property Tax Code, Section 6.03:

### **before October 1**

The Chief Appraiser shall calculate the number of votes to which each taxing unit is entitled and shall deliver written notice to each of those units of its voting entitlement in the election of members to the Hays County Appraisal District Board of Directors.

A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships.

### **before October 15**

The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser.

### **before October 30**

The Chief Appraiser shall prepare a ballot listing the candidates...and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

### **before December 15**

The governing body of each taxing unit that is entitled to vote shall determine its vote by resolution and submit it to the chief appraiser.

### **before December 31**

The Chief Appraiser shall count the votes, declare the seven candidates who receive the largest cumulative vote totals elected, and submit the results to the governing body of each taxing unit in the district and to the candidates.

### **after January 1**

Elected board members take the oaths of office at the first meeting and elect board officers.





## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Approve out of state travel for the Emergency Preparedness Coordinator for the PPHR Fall 2015 review meeting, October 13th through 15th in Denver, Colorado.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	\$0

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	COBB	N/A

#### SUMMARY

The Texas Department of State Health Services implements a program called Public Health Ready, which allows jurisdictions to analyze plans, workforce competency, and training evaluation. Their goal is to strengthen each jurisdictions preparedness programs by identifying gaps, creating connectivity between training and plans, and providing peer review.

The National Association of City and County Health Officials (NACCHO) reviews applications for the program and has requested assistance in reviewing applications for the current year Public Health Ready participants. All travel expenses associated with the assignment are paid for by NACCHO.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the Sheriff's Office to accept a donation of a motorcycle helmet from Kent Powersports of Austin Honda, a value of \$450.00 and amend the budget accordingly.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

See attached budget amendment

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** BILL HERZOG

#### REQUESTED BY

CUTLER

#### SPONSOR

COBB

#### CO-SPONSOR

N/A

#### SUMMARY

The Sheriff's Office, Traffic Division received a motorcycle helmet from Kent Powersports of Austin Honda for testing and evaluation. The vendor has agreed to donate the helmet in exchange for a report of the helmet.

Budget Amendment

Increase 001-618-00.5206 - Law Enforcement Supplies

Increase 001-618-00.4610 - Donations

Dept	G/L Account Number	Account Description	Appropriation Budget Amendment	Increase	Decrease	Appropriation After Amendment
<u>GENERAL FUND (001):</u>						
<i>Agenda Item #7</i>						
<u>Sheriff's Office:</u>						
					<u>(Revenue)</u>	
	001-618-00.4610	Contributions	0		450	450
	001-618-00.5206	Law Enforcement Supplies	90,295	450		90,745

\*Accept donation from Kent Powersports for motorcycle helmet.

<i>Agenda Item #8</i>						
<u>Constable 3:</u>						
					<u>(Revenue)</u>	
	001-637-00.4610	Contributions	0		1,000	1,000
	001-637-00.5206	Law Enforcement Supplies	1,175	1,000		2,175

\*Accept donation from the VFW Post 6441 for LE supplies.

<i>Agenda Item #11</i>						
<u>EMC - May 2015 Flood:</u>						
					<u>(Revenue)</u>	
	001-656-99-090.4610	Contributions	0		5,000	5,000
	001-656-99-090.5201	General Supplies	0	5,000		5,000

\*Accept donation from KVUE and The Community Foundation for 5-Mile Dam repairs.

<u>HOT CHECK FEE FUND (080):</u>						
<i>Agenda Item #26</i>						
<u>District Attorney:</u>						
	080-607-00.5712_400	Computer Equipment_Op	0	1,904		1,904
	080-607-00.5211	Office Supplies	5,000		(1,904)	3,096

\*Amend for two scanners for the Hot Check Division paperless process.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize Constable Precinct 3 to accept a donation in the amount of \$1,000.00 From VFW Post 6441 and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	\$1,000

#### LINE ITEM NUMBER

001-637-00.4610

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

See attached budget amendment

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Constable Ayres	CONLEY	N/A

#### SUMMARY

Funds will be utilized for law enforcement supplies.

Budget Amendment:

Increase Contributions .4610

Increase Law Enforcement Supplies .5206

Dept	G/L Account Number	Account Description	Appropriation Budget Amendment	Increase	Decrease	Appropriation After Amendment
<u>GENERAL FUND (001):</u>						
<i>Agenda Item #7</i>						
<u>Sheriff's Office:</u>						
					<u>(Revenue)</u>	
	001-618-00.4610	Contributions	0		450	450
	001-618-00.5206	Law Enforcement Supplies	90,295	450		90,745

\*Accept donation from Kent Powersports for motorcycle helmet.

<i>Agenda Item #8</i>						
<u>Constable 3:</u>						
					<u>(Revenue)</u>	
	001-637-00.4610	Contributions	0		1,000	1,000
	001-637-00.5206	Law Enforcement Supplies	1,175	1,000		2,175

\*Accept donation from the VFW Post 6441 for LE supplies.

<i>Agenda Item #11</i>						
<u>EMC - May 2015 Flood:</u>						
					<u>(Revenue)</u>	
	001-656-99-090.4610	Contributions	0		5,000	5,000
	001-656-99-090.5201	General Supplies	0	5,000		5,000

\*Accept donation from KVUE and The Community Foundation for 5-Mile Dam repairs.

<u>HOT CHECK FEE FUND (080):</u>						
<i>Agenda Item #26</i>						
<u>District Attorney:</u>						
	080-607-00.5712_400	Computer Equipment_Op	0	1,904		1,904
	080-607-00.5211	Office Supplies	5,000		(1,904)	3,096

\*Amend for two scanners for the Hot Check Division paperless process.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Approve out of state travel for Kharley Smith to attend the International Association of Emergency Managers 2015 Conference in Clark County, NV November 14-18, 2015.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	\$1,145

#### LINE ITEM NUMBER

001-656-00.5551 Continuing Education

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Smith	COBB	N/A

#### SUMMARY

Out of state travel approval is requested for Smith to attend valuable training at the 63rd Annual International Association of Emergency Managers Conference - Expanding The Spectrum of Emergency Management in Clark County, NV. Facilitated instruction will focus on long term recovery, post disaster financial recovery, community planning, and social media management.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Approve Utility Permits.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

Jerry Borcharding

#### SPONSOR

COBB

#### CO-SPONSOR

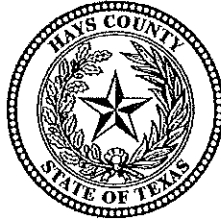
N/A

#### SUMMARY

Permit	Road Name	Utility
953	Old Bastrop Hwy & Horace Howard Ln	Water line (COSM Water Dept.)
954	Railyard Drive	Water line-hydrant (Goforth SUD)



# HAYS COUNTY TRANSPORTATION DEPARTMENT



## **UTILITY PERMIT APPROVAL LETTER**

Approval of Utility Permit: 953

Application Date: September 25, 2015

Commissioner Court Approval Date: October 13, 2015

Company Name: Wood & Thomason Construction, LP  
Company Address: 139 E. Hopkins, Suite B, San Marcos, TX 78666  
Company Phone: (512) 557-6647  
Company Contact: Chris Wood

Type of Utility: water line

Road Name: Old Bastrop Hwy & Horace Howard Ln  
Subdivision:  
Pct. #: 1

Specs: Installation of a new 12" water line extension along the southeastern ROW of Old Bastrop Hwy for approximately 1,350 linear ft. from Posey Rd, and then continuing westward along the northeastern ROW of Horace Howard Ln for approximately 425 linear ft.

Please contact the Transportation Department at least 24 hours before work begins, and use the proper traffic control practice thru the work zone.

953



Transportation Department  
2171 Yarrington Road  
P O Box 906  
San Marcos, TX 78667-0906  
(512) 393-7385

## Application for Installation

### Utility Line on Hays County Right of Way

Date: 9/25/15

Formal notice is hereby given that Wood & Thomason Construction, LP or Assignable  
Company proposes to place a water-main extension  
line within the right-of way of Posey Road, North on Old Bastrop Highway, to portion of Horrace Howard Dr.  
as follows: (give location, length, general design, etc.)

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by The Civil Engineers complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road: and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 15th day of October, 20 15.

#### General Special Provisions:

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Wood & Thomason Construction, LP

Title Member

By (Print) Chris Wood

Address 139 E Hopkins, Suite B, San Marcos, TX 78666

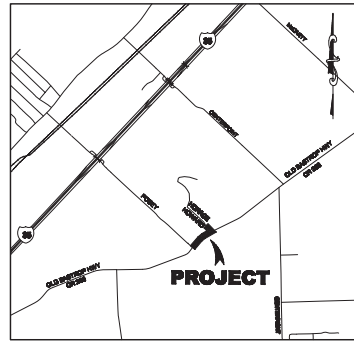
*by D. Munk*

*operations Superintendent*

*9/25/15*

June 26, 2004

# CITY OF SAN MARCOS WATER SYSTEM OLD BASTROP HWY (CR 266) WATER LINE EXTENSION NEW 12" WATER LINE



LOCATION MAP  
1"=3000'

INDEX OF DRAWINGS	
NO.	TITLE
1	TITLE SHEET
2	PLAN & PROFILE STA. 0+00 TO 11+80
3	PLAN & PROFILE STA. 11+80 TO STA. 15+35 (END)
4	DETAILS 1
5	DETAILS 2

## DEVELOPER

WOOD & THOMASON CONSTRUCTION, LP  
130 E. HOPKINS  
SUITE B  
SAN MARCOS, TX 78666  
CONTACT: CHRIS WOOD  
512-557-0947

## ENGINEER

MICHAEL F. LUCCI, PE, PLLC  
24185 IH-10 W; STE. 217-409  
SAN ANTONIO, TX 78257  
CONTACT: MIKE LUCCI  
210-213-3482

## SURVEYOR

HMT  
410 N. SEGUN AVENUE  
NEW BRAUNFELS, TX 78130  
CONTACT: MARK DONLAN, RPLS  
850-552-5555

## NOTES

- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH CITY OF SAN MARCOS (CSM) WATER SYSTEM SPECIFICATIONS AND STANDARDS. ADDITIONALLY, THE PORTION OF THIS PROJECT WITHIN THE RIGHT-OF-WAY MUST ALSO COMPLY WITH HAYS COUNTY REQUIREMENTS.
- MINIMUM COVER OVER ALL LINES IS 36".
- DENSITY TESTING IS REQUIRED FOR TRENCH BACKFILL. CONTRACTOR SHOULD INCLUDE THE PRICE OF TESTING SERVICES IN THE BASE BID.
- CONTRACTOR TO KEEP AN ACCURATE RECORD OF ANY FIELD CHANGES MADE TO THESE PLANS. CONTRACTOR IS REQUIRED TO SUBMIT AS-BUILTS BEFORE PROJECT CLOSEOUT.
- TIE-IN LOCATION IS BASED UPON THE FOUND EXISTING VALVE LOCATION SHOWN ON THE PLAN AS WELL AS A REVIEW OF CSM RECORDS. CONTRACTOR IS REQUIRED TO TEST-PIT TO CONFIRM TIE-IN LOCATION BEFORE STARTING CONSTRUCTION.
- LINE-STAKING AND ALL SURVEY IS THE RESPONSIBILITY OF THE CONTRACTOR, OF WHICH THE PRICE SHOULD BE INCLUDED IN THE BASE BID.
- THE SECTION OF LINE BETWEEN STA. 8+50 TO STA. 14+85 IS LOCATED WITHIN THE FEMA FLOODPLAIN. AS PER NOTE 1 ON CSM DETAIL 5105-3-SM (TRENCH DETAIL NATURAL GROUND), THIS SECTION REQUIRES A HIGHER COMPACTION DENSITY (93%).
- A PRECONSTRUCTION MEETING (ON-SITE) IS REQUIRED WITH THE ENGINEER BEFORE BEGINNING CONSTRUCTION. SCHEDULE MEETING AT LEAST 48-HOURS IN ADVANCE.
- DISINFECTION AND PRESSURE TESTING IS THE RESPONSIBILITY OF THE CONTRACTOR, THE PRICE OF WHICH SHOULD BE INCLUDED IN THE BASE BID.
- ENGINEER IS REQUIRED TO BE PRESENT DURING PRESSURE TESTING. SCHEDULE MEETING AT LEAST 48-HOURS IN ADVANCE.
- UNDERGROUND UTILITIES SHOWN ARE FROM BEST AVAILABLE INFORMATION AND SHOULD BE CONSIDERED ONLY APPROXIMATE. ALL UNDERGROUND UTILITIES MAY NOT BE SHOWN. CONTRACTOR SHALL FIELD VERIFY LOCATIONS AND DEPTHS OF UNDERGROUND UTILITIES BEFORE EXCAVATING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING TO ORIGINAL OR BETTER CONDITION ALL DAMAGED OR DISTURBED AREAS AND ITEMS SUCH AS FENCING, CURBS, STREETS, BRIDGES, DRIVEWAYS, EMBANKMENTS, STRUCTURES AND LANDSCAPING.
- CONTRACTOR IS SOLELY RESPONSIBLE FOR FORMULATING AND IMPLEMENTING A TRENCH SAFETY PROGRAM MEETING OSHA STANDARDS. ALL TRENCHES OVER 5' IN DEPTH SHALL BE SLOPED, SHORED, SHEETED, GRACED OR OTHERWISE SUPPORTED. TRENCHES LESS THAN 5' IN DEPTH MUST ALSO BE PROTECTED WHEN HAZARDOUS GROUND MOVEMENT MAY BE EXPECTED. WHEN EMPLOYEES ARE REQUIRED TO BE IN TRENCHES 4'-DEEP OR MORE, ADEQUATE MEANS OF EXIT, SUCH AS A LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN 25 FEET OF LATERAL TRAVEL.
- THE CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES AS NEEDED WHICH WILL ADEQUATELY PROTECT WORKERS AS WELL AS PASSING VEHICLES. TRAFFIC CONTROL DEVICES AND PLACEMENT SHALL MEET ALL APPLICABLE INDUSTRY STANDARDS AND REGULATIONS.

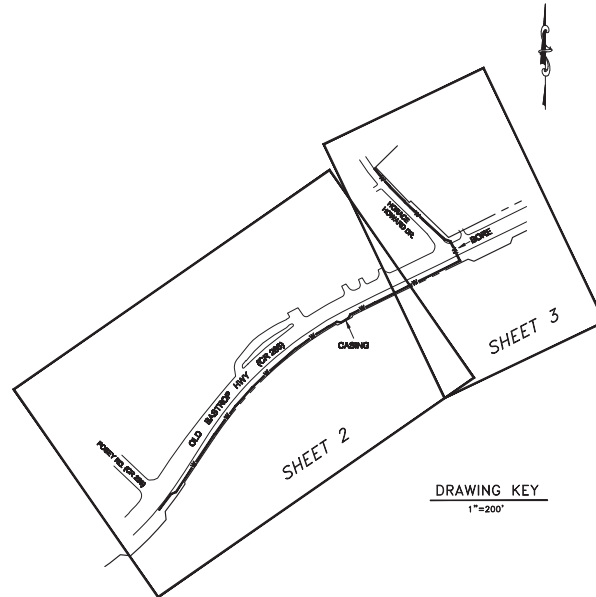
## UTILITIES

CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION TO DETERMINE THE LOCATION OF EXISTING UTILITIES. CONTRACTOR SHALL NOTIFY THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATION OPERATIONS AND SHALL ALSO BE RESPONSIBLE FOR CONTINUING REQUIRED COMMUNICATION TO EACH UTILITY (NUMBERS MAY ALTER - CONTRACTOR SHOULD VERIFY NUMBERS):

- DIG TEST	800-544-8377
- CITY OF SAN MARCOS PUBLIC SERVICES DEPARTMENT	512-393-8000
- CITY OF SAN MARCOS CAPITAL IMPROVEMENTS DEPARTMENT	512-393-8130
- TDDOT	512-353-1081
- CENTURY TELEPHONE	512-754-9223
- AT&T	800-464-7938
- GAS COMPANY	512-392-4872
- TIME WARNER CABLE	512-392-2355
- GRAND	800-218-5722
- TEXAS STATE UNIVERSITY	512-245-2102/2308
- PIEDRALES ELECTRIC	888-554-4732
- BLUEPRINT ELECTRIC	800-348-4414
- CRYSTAL CLEAR WATER SUPPLY CORP.	512-392-9995
* DEPARTMENTS ARE NOT INCLUDED WITH DIG TEST SERVICES	

## LEGEND

EXISTING		NEW	
WATER LINE	— W —	W	— W —
UNDERGROUND TELEPHONE	— UT —	UT	— UT —
WATER VALVE	— V —	V	— V —
FIRE HYDRANT	— H —	H	— H —
WATER LINE FITTING	— F —	F	— F —
FLUSH/BLOW-OFF	— B —	B	— B —
POWER POLE W/ GUY WIRE	— P —	P	— P —
EDGE OF PAVEMENT	— E —	E	— E —



DRAWING KEY  
1"=200'

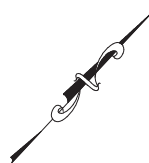
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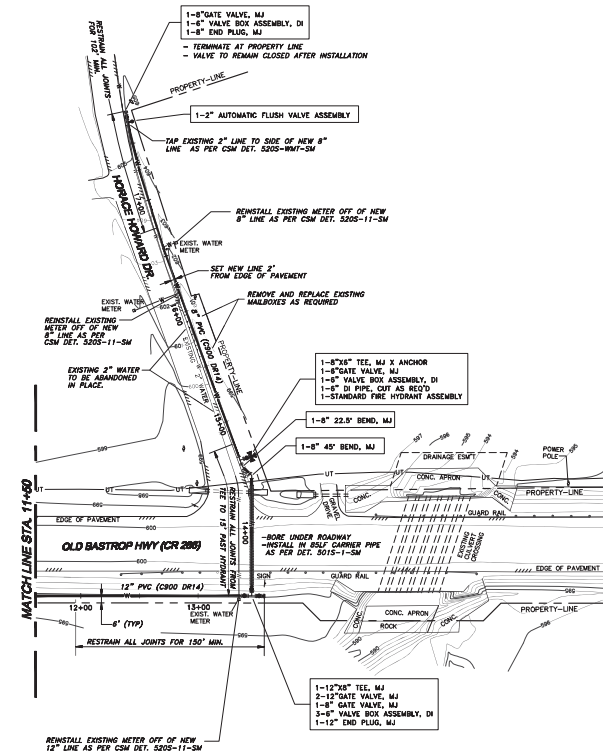
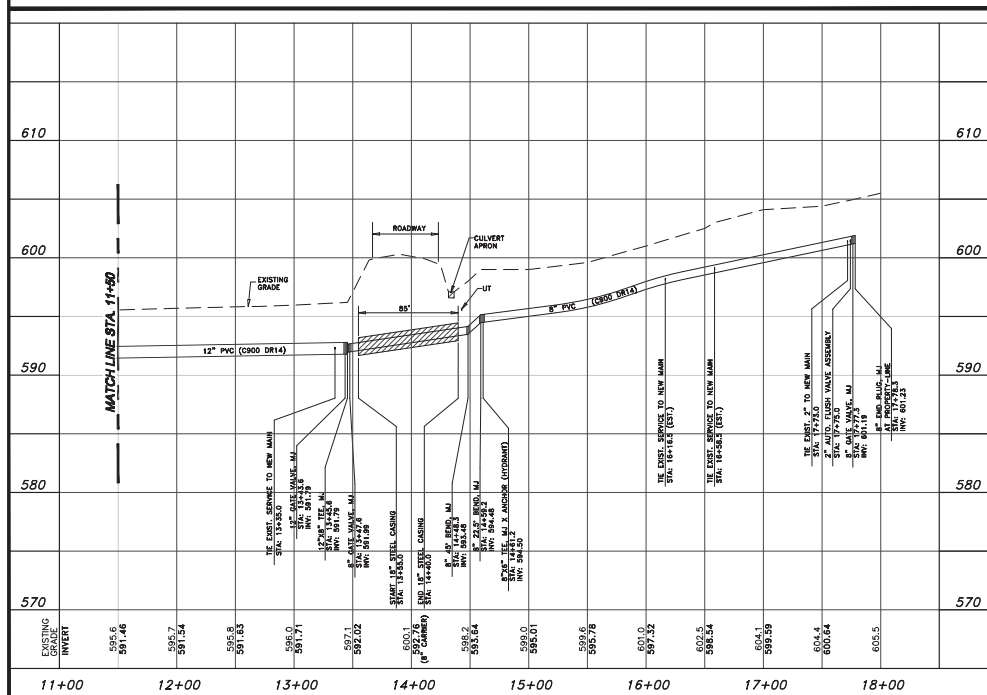
**MICHAEL F. LUCCI, PE, PLLC**  
F-767  
24185 IH-10 W; STE. 217-409  
SAN ANTONIO, TX 78257  
(210) 213-3482

**OLD BASTROP HWY (CR 266) WATER LINE EXTENSION  
CITY OF SAN MARCOS WATER SYSTEM  
NEW 12" WATER LINE  
TITLE SHEET**

**16 SEP 2015**

**1**  
**1 OF 5**





SCALE:  
HORIZONTAL: 1" = 50'  
VERTICAL: 1" = 5'

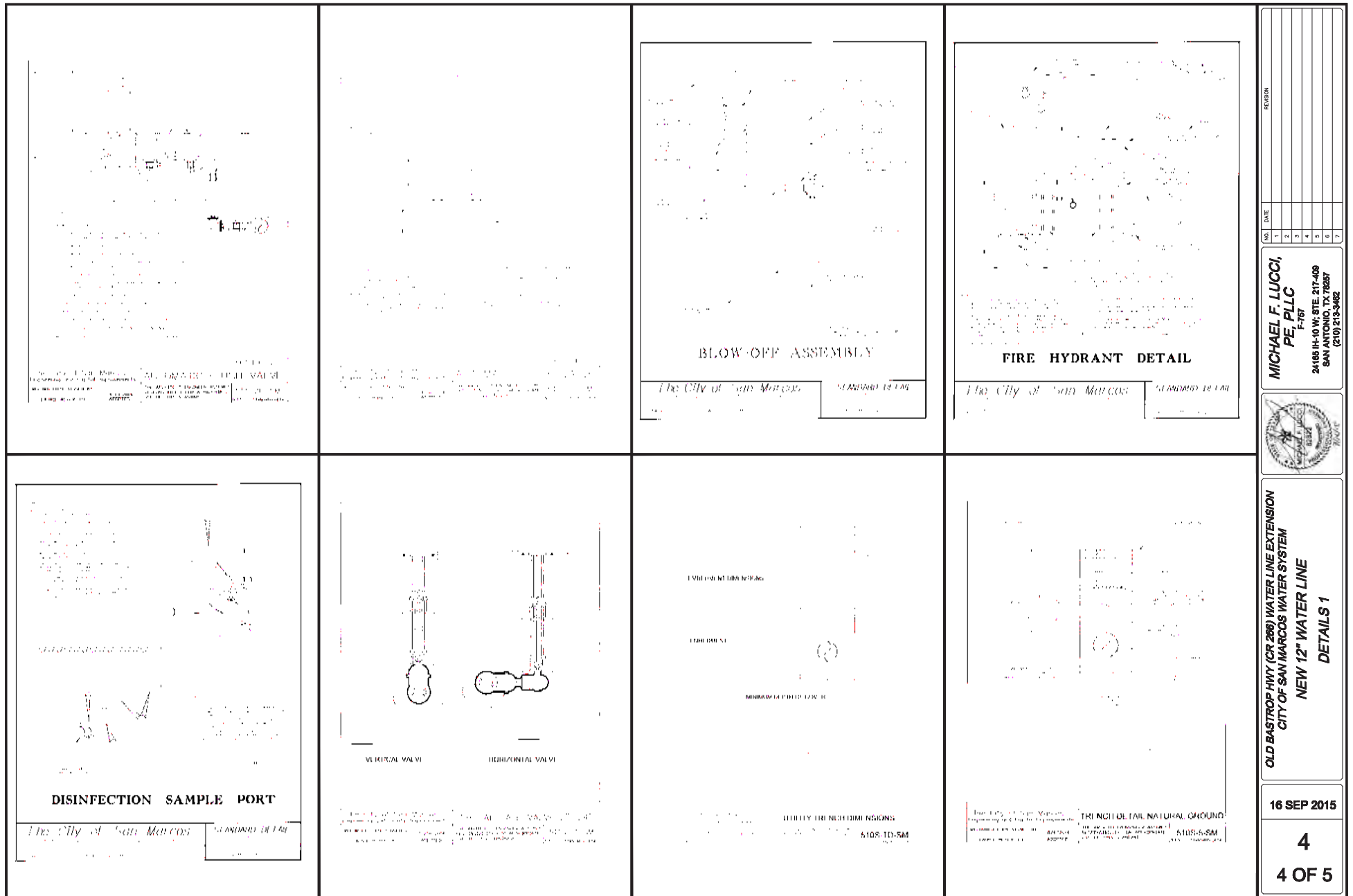
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**MICHAEL F. LUCCI,**  
PE, PLLC  
F-167  
24165 IH-10 W. STE. 217-409  
SAN ANTONIO, TX 78257  
(210) 213-3482

**OLD BASTROP HWY (CR 288) WATER LINE EXTENSION  
CITY OF SAN MARCOS WATER SYSTEM  
NEW 12" WATER LINE  
PLAN & PROFILE  
STA. 11+50 TO STA. 15+35 (END)**

16 SEP 2015

3  
3 OF 5





# HAYS COUNTY TRANSPORTATION DEPARTMENT



## **UTILITY PERMIT APPROVAL LETTER**

Approval of Utility Permit: 954

Application Date: September 28, 2015

Commissioner Court Approval Date: October 13, 2015

Company Name: Goforth SUD

Company Address: 8900 Niederwald Strasse

Company Phone: (512) 644-4640 cell

Company Contact: Mario Tobias

Type of Utility: water service line (fire hydrant relocate)

Road Name: Railyard Drive

Subdivision: Great Hills

Pct. #: 2

Specs: Installation of a new water service extension line at address 717 Railyard Drive to relocate a fire hydrant that was installed inside the private property back to the county ROW (basically to get it outside of the property owner's fence).

Please contact the Transportation Department at least 24 hours before work begins, and use the proper traffic control practice thru the work zone.





Road and Bridge Department  
2171 Yarrington Road  
P O Box 906  
San Marcos, TX 78667-0906  
(512) 393-7385

## Application for Installation

### Utility Line on Hays County Right of Way

Date: 9/28/15

954

Formal notice is hereby given that Cobeth SWD  
Company proposes to place a Fire hydrant  
line within the right-of way of 717 Railroad drive  
as follows: (give location, length, general design, etc.)

Please refer to sketch & will show 22 feet to fence line.

If the proposed installation is a parallel installation, then the installation shall be located two feet within the edge of right-of-way unless otherwise approved by the County.

The line will be constructed and maintained on the road right-of-way as directed by the Hays County Road Department (HCRD), an agency of the Commissioners Court of Hays County, in accordance with governing laws, including but not limited to the "Federal Clean Water Act," the "Federal Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by the HCRD, proof of compliance with all governing laws, rules, and regulations will be submitted to HCRD before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "General Special Provisions."

Our firm will insure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained during this installation.

The location and description of the proposed line and appurtenances is more fully shown by / complete sets of drawings attached to this notice.

It is expressly understood that Hays County does not purport, hereby, to grant any right, claim, title, or easement in or upon this road; and it is further understood that Hays County may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days' written notice.

It is understood and agreed that any damages sustained to the appurtenances installed under this proposal as a result of road construction and/or maintenance, including but not limited to mowing, ditch cleaning, culvert repair or replacement, roadway excavation and base work shall be the sole burden and expense of the owner.

Applicant agrees to notify HCRD prior to commencement of any routine or periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The installation shall not damage any part of the road and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Applicant fails to comply with any or all of the requirements as set forth herein, Hays County may take such action as it deems appropriate to compel compliance.

Construction of this line will begin on or after the 9th day of October, 2015.

General Special Provisions:

none

By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Cobeth SWD

Title General manager

By (Print) Macio Tobias

Address 8900 Niederwieser Street

Signature Macio Tobias

Phone 512-644-4640 Cell

Approved by Hays County Road & Bridge Department

By D. Urcic Operations Superintendent 9/28/15  
Signature Title Date



- N -

By Mario Tobias  
on 9/27/15

Great Hills Sub

- W -

- E -

Lot

→ X

Hydrant inside the  
lot. Must be relocated  
to county right of way  
for 911 use.

On hand  
drive

Note: the hydrant is  
28 feet inside the  
customer fence.

Thank you  
Mario Tobias  
Goeth SUD GM  
512-634-4640

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Accept a donation in the amount of \$5,000.00 from KVUE and The Community Foundation for flood recovery and restoration at 5 Mile Dam Complex and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	\$5,000.00

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

See attached budget amendment.

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	WHISENANT	N/A

#### SUMMARY

KVUE and The Community Foundation have reached out to staff and offered assistance in flood restoration at the 5 mile dam complex. Specifically, the Foundation wishes to donate \$5000 and volunteer time for a workday on October 24, 2015.

The planned use of the funds is for tree replacement and vegetative restoration.

Increase contributions – 001-656-99-090.4610

Increase supplies – 001-656-99-090.5201

Dept	G/L Account Number	Account Description	Appropriation Budget Amendment	Increase	Decrease	Appropriation After Amendment
<u>GENERAL FUND (001):</u>						
<i>Agenda Item #7</i>						
<u>Sheriff's Office:</u>						
					<u>(Revenue)</u>	
	001-618-00.4610	Contributions	0		450	450
	001-618-00.5206	Law Enforcement Supplies	90,295	450		90,745

\*Accept donation from Kent Powersports for motorcycle helmet.

<i>Agenda Item #8</i>						
<u>Constable 3:</u>						
					<u>(Revenue)</u>	
	001-637-00.4610	Contributions	0		1,000	1,000
	001-637-00.5206	Law Enforcement Supplies	1,175	1,000		2,175

\*Accept donation from the VFW Post 6441 for LE supplies.

<i>Agenda Item #11</i>						
<u>EMC - May 2015 Flood:</u>						
					<u>(Revenue)</u>	
	001-656-99-090.4610	Contributions	0		5,000	5,000
	001-656-99-090.5201	General Supplies	0	5,000		5,000

\*Accept donation from KVUE and The Community Foundation for 5-Mile Dam repairs.

<u>HOT CHECK FEE FUND (080):</u>						
<i>Agenda Item #26</i>						
<u>District Attorney:</u>						
	080-607-00.5712_400	Computer Equipment_Op	0	1,904		1,904
	080-607-00.5211	Office Supplies	5,000		(1,904)	3,096

\*Amend for two scanners for the Hot Check Division paperless process.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Approval to hold an Auction with Rene Bates Auctioneers, Inc. to dispose of surplus property pursuant to TLGC 263.152.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	N/A

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
Maiorka/Herzog	COBB	N/A

#### SUMMARY

Auction will start October 19, 2015 and will run until October 30th, 2015 12:00 p.m.  
The auction can be viewed at [www.renebates.com](http://www.renebates.com)

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the County Judge to execute a Resolution and submit a grant application to the Texas Indigent Defense Commission for up to \$125,002.00.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

#### REQUESTED BY

Hauff

#### SPONSOR

COBB

#### CO-SPONSOR

N/A

#### SUMMARY

This is a formula grant available annually to the County to assist in the implementation of the provision of the Fair Defense Act (FDA) and improve the indigent defense system. The funds can be used for investigator expenses, attorney fees, and expert witness expense incurred by the County on criminal indigent cases. The grant application is submitted through an on-line electronic process with the Resolution e-mailed for verification authorization. The grant amount is an estimate at this time based on previous award and will be finalized upon grant award. The funding period for this grant is October 1, 2015 through September 30, 2016.

**2016 Hays County Resolution**  
**Indigent Defense Grant Program**

WHEREAS, under the provisions of the Texas Government Code Section 79.037 and Texas Administrative Code Chapter 173, counties are eligible to receive grants from the Texas Indigent Defense Commission to provide improvements in indigent defense services in the county; and

WHEREAS, this grant program will assist the county in the implementation and the improvement of the indigent criminal defense services in this county; and

WHEREAS, Hays County Commissioners Court has agreed that in the event of loss or misuse of the funds, Hays County Commissioners assures that the funds will be returned in full to the Texas Indigent Defense Commission.

NOW THEREFORE, BE IT RESOLVED and ordered that the County Judge of this county is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Indigent Defense Formula Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the County Auditor is designated as the Financial Officer for this grant.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Bert Cobb  
County Judge

Attest:

\_\_\_\_\_  
County Clerk





September 18, 2015

Chair:  
The Honorable Sharon Keller  
Presiding Judge, Court of Criminal Appeals

The Honorable Bert Cobb  
Hays County Judge  
111 E. San Antonio St., Ste. 300  
San Marcos, TX 78666

Vice Chair:  
The Honorable Olen Underwood

**Re: FY16 Formula Grant Request for Applications**

Ex Officio Members:  
Honorable Sharon Keller  
Honorable Nathan Hecht  
Honorable John Whitmire  
Honorable Royce West  
Honorable Roberto Alonzo  
Honorable Abel Herrero

Members Appointed by Governor:  
Honorable Olen Underwood  
Honorable Sherry Radack  
Honorable Jon Burrows  
Honorable Linda Rodriguez  
Mr. Anthony Odiorne  
Mr. Don Hase

Executive Director:  
James D. Bethke

Dear Judge Cobb:

The Texas Indigent Defense Commission announces the attached FY16 Formula Grant Request for Applications (RFA). **Applications are due November 16, 2015.** The attached packet provides information on what is needed for counties to obtain the FY16 Formula Grant funds.

The local administrative judges and chairs of Juvenile Boards must submit their biennial indigent defense plans by November 2, 2015 through our on-line system (<https://tidc.tamu.edu>) at any time. Staff will continue to work with counties to ensure that all of the statutory and Commission required elements are included in each plan if judges make amendments. Also, financial officers must submit their Indigent Defense Expense Report by November 1, 2015. Both of these requirements are directed in Texas Government Code §79.036.

This FY16 Formula Grant packet is sent to all 254 constitutional county judges. A courtesy letter will be sent to all local administrative district and statutory judges and county financial officers informing them of these available grant funds. The Commission adopted Texas Administrative Code Chapter 173 in order to implement the grant authority established by the Texas Legislature. These administrative rules and the attached RFA are available at: [www.tidc.texas.gov](http://www.tidc.texas.gov). The rules and the RFA establish the guidelines for the administration of grant funds and application submission process for FY16.

Please contact Edwin Colfax, Grant Program Manager ([ecolfax@tidc.texas.gov](mailto:ecolfax@tidc.texas.gov)) toll free in Texas at (866) 499-0656, if you have any questions about the FY16 Formula Grant or the application process.

Sincerely,  
**Sharon Keller**  
Chair, Texas Indigent Defense Commission  
Presiding Judge, Court of Criminal Appeals

**Enclosed:** FY16 Formula Grant RFA

**Texas Indigent Defense Commission**  
209 West 14<sup>th</sup> Street, Room 202 • Austin, Texas 78701 • [www.tidc.texas.gov](http://www.tidc.texas.gov)  
Phone: 512.936.6994 • Fax: 512.463.5724

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the county Judge to accept an award from the Bureau of Justice Assistance (BJA) for the FY2015 State Criminal Alien Assistance Program (SCAAP) in the amount of \$47,154.00.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Cutler/Hauff	COBB	N/A

#### SUMMARY

On April 14, 2015 the Commissioners Court authorized submission of a grant application to the U.S. Department of Justice, Bureau of Justice Assistance (BJA) for FY15 funding under the State Criminal Alien Assistance Program (SCAAP). SCAAP provides federal payments to State and local entities for partial reimbursement of costs for incarcerating undocumented criminal aliens with at least one felony or two misdemeanor convictions and that are jailed for at least 4 consecutive days. Acceptance is done through internet on-line access to the Grant Management System (GMS). Attached is the Notice of Award from SCAAP and acceptance must be 45 days from the notice of award to draw-down payments.



## Jeff Hauff

---

**From:** owner-bvp-list@ojp.usdoj.gov on behalf of SCAAP <SCAAP@usdoj.gov>  
**Sent:** Thursday, September 24, 2015 8:05 PM  
**Subject:** State Criminal Alien Assistance Program (SCAAP) FY 2015 Award Announcement

Dear SCAAP Recipient:

The Bureau of Justice Assistance (BJA) is pleased to announce that your Fiscal Year (FY) 2015 State Criminal Alien Assistance Program (SCAAP) award is complete and ready for drawdown. Please follow the instructions below to accept your FY 2015 SCAAP award:

-Access the Office of Justice Programs (OJP) Grants Management System (GMS) web site at <https://grants.ojp.usdoj.gov/> and log on using your SCAAP user ID and password.

-Locate the Application status block that contains your FY 2015 SCAAP application. You will see the "View" and "Drawdown" links under the "Action" header located on the right side of this block.

-Click on "Drawdown." This will take you to an acceptance screen that displays your award number, jurisdiction name, and award amount at the top. Please print this screen for your records. Select at least one use of SCAAP funds on the provided list. Multiple selections are possible by holding down the Control key and clicking on the mouse.

-Review and click the certification checkbox before accepting the award. Only an employee (authorized representative or authorized point of contact) of the jurisdiction may accept the SCAAP funds.

-Use of SCAAP Awards: The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only: [https://www.bja.gov/Funding/15SCAAP\\_Guidelines.pdf](https://www.bja.gov/Funding/15SCAAP_Guidelines.pdf).

-Located at the bottom of the screen are the "Accept" and "Decline" buttons. After you accept your award, you will be taken to a screen that confirms your acceptance. Applicants are required to accept awards online within 60 calendar days of this award notice. This email serves as notice for you to accept your FY 2015 SCAAP award online. Please retain this email for your records.

-Following your acceptance of the SCAAP terms, conditions, and award amount, OJP will initiate an electronic payment to your bank account of record, verified through the online SCAAP registration process. Please retain the acceptance documents for your records.

-Allow 15 business days (from the date of acceptance) for the electronic payment process to occur.

For password resets, technical or system-related questions, please call the GMS Helpdesk at 1-888-549-9901, Option 3.

For questions concerning your SCAAP award amount or other award questions, please email [joseph.husted@usdoj.gov](mailto:joseph.husted@usdoj.gov) or call 202-353-4411.

For questions related to the electronic transfer of funds or bank account of record, please contact the OJP Office of the Chief Financial Officer Customer Service Center at 1-800-458-0786 or [AskOCFO@usdoj.gov](mailto:AskOCFO@usdoj.gov).

Thank you

SCAAP Program Team  
Bureau of Justice Assistance





## State Criminal Alien Assistance Program 2015-H1915-TX-AP

OMB Number: 1121-0243  
Expires: 02/29/2004[SCAAP  
Help](#)

Grant Number:

2015-AP-BX-0400

[GMS  
Home](#)

Jurisdiction:

Hays County, Texas

[Log  
Off](#)

Vendor Number:

746002241

Award Amount:

\$47,154

**Fiscal Year 2015 Payment Acceptance and Electronic Transfer of Funds**

The Bureau of Justice Assistance (BJA) has completed its review of your facility, inmate, and correctional officer data related to the State Criminal Alien Assistance Program (SCAAP). The Bureau of Immigration and Customs Enforcement has vetted the inmate records, and an award amount has been calculated.

In accepting this award, you understand that BJA reserves the right to take appropriate administrative action, including intensive monitoring, repayment action, or adjustment to future payments, to resolve data discrepancies, errors, or audit findings related to any information reported in your application.

Applicants are now required to accept awards online within 45 calendar days of award notice, in accordance with the Office of Justice Programs (OJP) Financial Guide, Part II, Chapter 2, Acceptance Procedures requiring acceptance/drawdown of awards with 45 days of notice of award, and Part IV, Chapter 2, section 16.606, State Criminal Alien Assistance Program (SCAAP) requiring an "expeditious draw-down of payments."

Jurisdictions accepting SCAAP awards are not required to submit financial or progress reports to OJP. For FY 2009 SCAAP awards, the Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) requires that all SCAAP funds be used for correctional purposes only. Please see the use of funds list and certification below. With your acceptance (by clicking on the Accept button below) of SCAAP's terms, conditions, and award amount, OJP will initiate an electronic payment in that amount to your bank account of record, as verified through the on-line SCAAP registration process and in accordance with applicable E-Government rules and requirements.

All issues related to the electronic transfer of funds or the bank account of record must be referred to the OCFO Customer Service Center at 800-458-0786. Please allow 15 business days for the electronic payment process to be complete before contacting OCFO. Please have the grant number, amount, and vendor information (noted above) available when you call.

**FY 2015 SCAAP Use of Funds List**

--- Construction ---	Construction for inmate housing, inmate programs, prison industries in ADA compliance	^
--- Training/Education for offender ---	Specific trade employment skills	
	GED testing	
	Job Preparedness	
--- Training for corrections officers to help manage offender population ---	Bi-lingual language skills	
	Less than lethal technology training	
	Diversity training	v

☐ As the CEO or authorized designee of this jurisdiction, I understand the guidelines and requirements as associated with the previous statements and agree to abide by them in all matters involving the FY 2015 State Criminal Alien Assistance Program.

Accept

Decline

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the County Judge to execute a Supplemental Agreement No. 1 to the Professional Service Agreement with Kennedy Consulting, Inc. for professional engineering services on the FM 110 Middle (SH80-FM621) project in Hays County increasing the Compensation Cap from \$1,119,406.90 to \$1,224,228.10.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	\$104,821.20

#### LINE ITEM NUMBER

--

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver, Prime Strategies, Inc.	INGALSBE	N/A

#### SUMMARY

The additional authorized money will allow for the execution of Supplemental #3 to Work Authorization #1 for additional funds to cover the extended project limits by 1,400 feet on the FM 110 Middle Partnership project.

**CONTRACT FOR ENGINEERING SERVICES**  
**SUPPLEMENTAL AGREEMENT NO. 1**  
**TO THE PROFESSIONAL SERVICES AGREEMENT**

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

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Hays County, Texas, a political subdivision of the State of Texas, *(the "County")* and Kennedy Consulting, Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on April 2, 2013 ;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item the agreement to \$ 1,119,406.90; and,

WHEREAS, the “*Compensation Cap*” in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$ 1,119,406.90; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

**WHEREAS, it has become necessary to amend the agreement.**

## AGREEMENT

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

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from \$ 1,119,406.90 to \$ 1,224,228.10 .
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$ 1,119,406.90 to \$ 1,224,228.10 .
- III. The hourly Rates in the original Exhibit II are hereby amended as shown in the attached revised Exhibit II.

**All other provisions are unchanged and remain in full force and effect.**

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

**ENGINEER:**

Kennedy Consulting, Inc.

By: [Signature]  
Signature

MATTHEW J. WERNER  
Printed Name

Associate  
Title

9/29/15  
Date

**COUNTY:**

Hays County, Texas

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

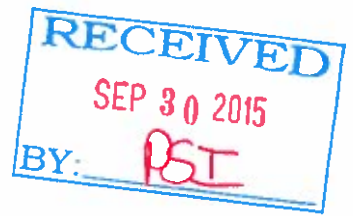
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

OK  
m 10/5/15

ATTACHMENT A  
SUPPLEMENTAL NO. 3 TO  
WORK AUTHORIZATION NO. 1



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 Kennedy Consulting, Inc. (*the "Engineer"*).

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

See attached Exhibit B1.1 for scope of engineering services.

**Part 2.** The maximum amount payable for services under this Work Authorization without modification is hereby increased by \$104,821.20 for a new maximum amount of \$1,187,456.00.

**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 December 31, 2015, unless extended by a Supplemental Work Authorization.

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



**ATTACHMENT A (con't.)**

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

ENGINEER:  
Kennedy Consulting, Inc.

COUNTY:  
Hays County, Texas

By: [Signature]  
Signature

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

MATTHEW J. KERNER  
Printed Name

\_\_\_\_\_  
Printed Name

ASSOCIATE  
Title

\_\_\_\_\_  
Title

9/29/15  
Date

\_\_\_\_\_  
Date

**LIST OF EXHIBITS**

Exhibit B1.3 - Services to be Provided by Engineer

Exhibit D1.3 - Fee Schedule

OK  
10/5/15  
m

---

## FM 110 FINAL DESIGN

### EXHIBIT B1.3

#### SERVICES TO BE PROVIDED BY ENGINEER

The supplemental scope includes project management, field surveying, ROW mapping, schematic design and preparation of plans, specifications & estimate (PS&E) associated with the design of the interim FM 110 as defined in previous Work Authorization #1. The project limits are extended by 1,400 feet; 1,200 feet south to FM 621 and 200 feet north to SH 80 (FM 110 Middle Segment). Improvements along FM 621 and SH 80 are being completed by others and are not included in this scope of services.

This Supplemental Work Authorization includes additional effort required for services not included in the original scope of services including:

1. Extension of project design schedule by 12 months.
2. Coordination for drainage easement and grading easement.
3. Provide supplemental field surveying for drainage details at the San Marcos River.
4. Develop ROW and easement acquisition documents for additional parcels.
5. Develop interim and ultimate schematic layouts for extension of project limits.
6. Develop additional PS&E (plan layouts and details) for extension of project limits.
7. Develop ROW exhibits for appraiser.

The scope of services to be provided by Kennedy Consulting, Inc. (the Engineer) includes the following tasks:

#### TASK 1 – PROJECT MANAGEMENT

##### **1.1 – General Project Management**

The Engineer shall be responsible for directing and coordinating activities identified in this scope of work, including phone calls, emails, documentation, etc. as part of everyday work.

##### **1.2 – Coordination Meetings**

The Engineer shall conduct coordination meetings (assume 6 meetings) with the County staff and project stakeholders to provide progress updates, review design issues, and obtain concurrence with design recommendations.

##### Deliverables

- Coordination Meeting Minutes (PDF via email and upload to Projectwise)

##### **1.3 – Progress Reports, Invoices, and Billings**

The Engineer shall prepare monthly progress reports. Invoices for work completed during the period will be submitted monthly for work performed by the Engineer and subconsultants. Monthly progress reports will include:

- Activities, ongoing or completed, during the reporting period
- Activities planned for the following month
- Problems encountered and actions to remedy them

**Deliverables**

- Monthly progress report (1 copy and PDF via email to GEC)
- Monthly invoice and billings (1 copy)

**1.4 – Project Documentation**

The Engineer shall be responsible for maintaining the records of meetings, project information, and correspondence related to decision-making for the project.

**Deliverable**

- Project files at the end of the contract (1 copy)

**1.5 – Sub-consultant Management**

The Engineer shall prepare subcontracts for sub-consultants; monitor sub-consultant staff activities and adherence to schedules; and review and recommend approval of sub-consultant invoices. Sub-consultant progress reports and invoices will be incorporated into the monthly progress report in accordance with Subtask 1.3.

**1.6 – Quality Assurance / Quality Control**

The Engineer shall provide continuous quality assurance and quality control throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

**TASK 2 – FIELD SURVEYING**

**2.1 – Project Control:** The Surveyor will utilize existing project control established during the Work Authorization No. 1.

**2.2 – Supplemental Design Survey Services**

The Surveyor shall collect design survey data beyond the top of banks of the San Marcos River and Bypass Creek within the limits of the proposed ROW. In such areas, major grade-break lines necessary to produce a one-foot interval contour DTM will be collected.

**2.3 – Channel Cross Sections**

The Surveyor shall collect up to one additional channel cross section within the San Marcos River bed. The limits of the cross section shall extend from the south top of bank to the north top of bank, include the apparent center of stream and major grade breaks.

**2.4 – Append Aerial Mapping Data**

Supplemental design survey data will be merged and appended to the aerial mapping 2D and DTM to create seamless 2D, DTM and TIN file.

**Deliverables**

- Appended 2D planimetrics and 3D DTM (Microstation V8i)
- GPK and TIN file.
- Word doc file of surveyed points list and TxDOT descriptor code list.
- PDF file of scanned field book copies.

**TASK 3 – RIGHT-OF-WAY (ROW) MAPPING SERVICES****3.1 – Records Research**

The Surveyor shall conduct research in the Caldwell County Appraisal District offices to confirm property ownership for up to one (1) additional affected property (subject property). Concurrently, copies of the current deeds and any plats for the subject property will be obtained from the County Clerks' records.

A title abstract of the subject property will be provided by the County. Based upon the records obtained, the Surveyor will prepare a working drawing of the deeds and ROW information to be used for a preliminary base map.

**3.2 – Deed Study**

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 ROW lines and the side property lines of the subject property will be determined by the Surveyor.

**3.3 – Field Surveys**

The Surveyor will recover monuments marking the existing ROW lines (if any) and the front corners of the additional property from which ROW is to be obtained and will tie to the project control. The Surveyor will recover the corner or angle point monuments nearest to the proposed ROW on the side line of the subject property and these corners will be tied to the project control.

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

**3.4 – 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 ROW lines and the side property lines of each of the subject properties will be determined by the Surveyor.

**3.5 – Preparation of Documents**

The Surveyor shall:

- Utilize the existing base file as prepared during Work Authorization No. 1.
- Draft plats for the 4 additional parcels and 5 drainage easements. The plats will be prepared on 8 1/2" x 11" pages. A closure computation will be prepared for each of the plats.
- Prepare a field note (metes and bounds) description for each of the 4 additional parcels and 5 drainage easements. A closure computation will be prepared for each of the descriptions.
- Incorporate the additional easements into the ROW plans prepared during Work Authorization No. 1.

- All of the above described survey documents (plans, property descriptions parcel plats and closure computations) will be submitted to the Engineer for review. Upon the completion of review of all ROW survey documents, the Surveyor will make any necessary corrections. The final ROW documents will then be delivered to the Engineer.

### **3.6 – Monumentation**

5/8-inch iron rods with TxDOT aluminum caps will be set at all easement corners (assume 23 additional iron rods total).

#### **Deliverables**

- One legal description for each parcel and easement, signed and sealed (1 hard copy and PDF to Projectwise).
- One individual survey plat on 8½"x11" for each parcel and easement, signed and sealed (1 hard copy and PDF to Projectwise).
- One set of area computation sheets for legal descriptions and plats for all parcels and easement.
- Digital files on CD for the right-of-way base file and reference files in Microstation V8 (.dgn) format.

**TASK 4 – SCHEMATIC DESIGN****4.1 – Refine Ultimate Schematic**

The Engineer shall develop the Ultimate schematic for the extension of the project limits.

**Deliverable**

- Ultimate Design Schematic (4 hard copies and PDF to Projectwise)

**TASK 5 – PLANS, SPECIFICATIONS & ESTIMATE (PS&E)****5.1 – Roadway**

The Engineer shall:

- 5.1.1** – Update and finalize Proposed Typical Sections sheets depicting proposed improvements to FM 110. The typical sections will depict the pavement structure in accordance with geotechnical investigations and pavement design as performed under this contract.
- 5.1.2** – Update and finalize Roadway Plan and Profile sheets depicting the proposed construction. Drawings will be prepared at a scale of 1"=100' H and 1"=10' V. The Roadway Plan and Profiles will present the interim design as developed and approved under previous work authorization.
- 5.1.3** – Update and finalize Alignment Data Sheets / Curve Data Sheets depicting the horizontal geometric information for the roadway alignments, edges of pavement and/or face of curb to be included in the construction plan set.
- 5.1.4** – Update and finalize roadway cross sections for use in roadway design and ROW determination, considering earthwork balance for interim vs. ultimate condition.

**5.2 – Internal Drainage**

The Engineer shall:

- 5.2.1** – Develop Miscellaneous Drainage Detail sheets for the project depicting required details that are not defined in TxDOT standard detail sheets

**5.3 – Miscellaneous**

The Engineer shall:

- 5.3.1** – Update and finalize the quantities for Earthwork, Roadway, Removals, Drainage, and Traffic Control related items. Compute and tabulate complete quantities for Signing & Pavement Marking, Storm Water Pollution Prevention Plan (SW3P) and Bridge related items.

**EXHIBIT D1.3  
FEE SCHEDULE**

**FOR  
KENNEDY CONSULTING, INC.**

**WORK AUTHORIZATION #1  
SUPPLEMENTAL WORK AUTHORIZATION #3  
FM 110 FINAL DESIGN**

For services described in the Scope of Services, we request the compensation as detailed below. Cost breakdowns for engineering services and explanation of expenses are shown on the following pages.

**FEE SUMMARY BY WORK CATEGORY**

<b>PROJECT MANAGEMENT (Task 1)</b>	<b>\$24,000.00</b>
<b>SURVEY (Task 2)</b>	<b>\$9,636.20</b>
<b>RIGHT-OF-WAY (Task 3)</b>	<b>\$19,945.00</b>
<b>ENGINEERING (Task 4, 5 &amp; 6)</b>	<b>\$51,240.00</b>
<b>TOTAL FEE</b>	<b>\$104,821.20</b>



## EXHIBIT D1.3 - FEE SCHEDULE

**Fee Schedule Summary**  
**Kennedy Consulting, Inc. (KCI)**  
**Work Authorization #1**  
**Supplemental Work Authorization #3**  
**FM 110 Final Design**

Description of Work or Task		KCI (54.4%)	KFA (17.4%)	SAM (28.2%)	Cost / Task Totals
Task 1	Project Management	\$24,000.00			\$24,000.00
Task 2	Field Surveying			\$9,636.20	\$9,636.20
Task 3	Right-Of-Way (ROW) Mapping Services			\$19,945.00	\$19,945.00
Task 4	Schematic Design	\$15,000.00			\$15,000.00
Task 5	Plans, Specifications & Estimate (PS&E)	\$18,000.00			\$18,000.00
Task 6	Final SCS Site 13 Dam Grading		\$18,240.00		\$18,240.00
<b>FEE SCHEDULE SUMMARY</b>		<b>\$57,000.00</b>	<b>\$18,240.00</b>	<b>\$29,581.20</b>	<b>\$104,821.20</b>
KCI - Kennedy Consulting, Inc.					\$57,000.00
KFA - K. Friese & Associates, Inc.					\$18,240.00
SAM - Surveying and Mapping, Inc.					\$29,581.20
<b>TOTAL FEE</b>					<b>\$104,821.20</b>

Summary of Manhours by Classification  
Kennedy Consulting, Inc. (KCI)  
Work Authorization #1  
Supplemental Work Authorization #3  
FM 110 Final Design

Description of Work or Task	Project Manager \$195.00/Hr	Senior Prof. 2 \$180.00/Hr	Senior Prof. 1 \$155.00/Hr	Prof. 2 \$130.00/Hr	Prof. 1 \$100.00/Hr	Admin / Clerical \$65.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 1 Project Management</b>								
1.1 General Project Management	16		16				32	\$5,600.00
1.2 Coordination Meetings	12		24				36	\$6,060.00
1.3 Progress Reports, Invoices, and Billings	2		4			4	10	\$1,270.00
1.4 Project Documentation	4		8				12	\$2,020.00
1.5 Sub-consultant Management	8		16				24	\$4,040.00
1.6 Quality Assurance / Quality Control	8		16				24	\$4,040.00
Direct Expenses								\$970.00
<b>Project Management Subtotal:</b>	<b>50</b>	<b>0</b>	<b>84</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>138</b>	<b>\$24,000.00</b>
<b>Task 4 Schematic Design</b>								
4.1 Refine Ultimate Schematic	2	5	10	32	80		129	\$15,000.00
<b>Schematic Design Subtotal:</b>	<b>2</b>	<b>5</b>	<b>10</b>	<b>32</b>	<b>80</b>	<b>0</b>	<b>129</b>	<b>\$15,000.00</b>
<b>Task 5 Plans, Specifications &amp; Estimate (PS&amp;E)</b>								
5.1 Roadway								
5.1.1 Typical Sections			2	4	8		14	\$1,630.00
5.1.2 Plan & Profile		2	4	8	16		30	\$3,620.00
5.1.3 Align Data				2	3		5	\$560.00
5.1.4 Cross Sections		2	4	10	20		36	\$4,280.00
5.2 Internal Drainage								
5.2.1 Internal Drainage Details		4	6	20	30		60	\$7,250.00
5.3 Miscellaneous Sheets								
5.3.1 Quantity Summaries				2	4		6	\$660.00
<b>Plans, Specifications &amp; Estimate (PS&amp;E) Subtotal:</b>	<b>0</b>	<b>8</b>	<b>16</b>	<b>46</b>	<b>81</b>	<b>0</b>	<b>151</b>	<b>\$18,000.00</b>
<b>KCI SUMMARY</b>	<b>54</b>	<b>18</b>	<b>120</b>	<b>110</b>	<b>241</b>	<b>4</b>	<b>547</b>	<b>\$57,000.00</b>

**Summary of Direct Expenses**  
**Kennedy Consulting, Inc. (KCI)**  
**Work Authorization #1**  
**Supplemental Work Authorization #3**  
**FM 110 Final Design**

Item Description	Unit	Quantity	Unit Cost	Total Cost
<b>Direct Expenses</b>				
I. Mileage	mile	200	\$0.565	\$113.00
II. 8.5 x 11 Printing	each	120	\$0.10	\$12.00
III. 11 x 17 Printing	each	2,400	\$0.30	\$720.00
IV. Large Format Plotting	sf	50	\$2.50	\$125.00
<b>Total Direct Expenses</b>				<b>\$970.00</b>

**Summary of Manhours by Classification**  
**K. Friese & Associates, Inc. (KFA)**  
**Work Authorization #1**  
**Supplemental Work Authorization #3**  
**FM 110 Final Design**

Description of Work or Task	Project Manager \$186.00/Hr	Senior Engineer \$125.00/Hr	Junior Engineer \$90.00/Hr	EIT \$85.00/Hr	CAD Tech \$81.00/Hr	Admin / Clerical \$75.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 6 Final SCS Site 13 Dam Grading</b>								
1.1 General Project Management	6	10				2	18	\$2,516.00
1.2 Coordination/Meetings	20	20	8			2	50	\$7,090.00
1.3 Hydrologic/Hydraulic Analysis							0	\$0.00
1.3.1 PMF Storm Event	1	2	4				7	\$798.00
1.3.2 Hydrologic Analysis	1	4	8				13	\$1,406.00
1.3.3 Hydraulic Analysis	1	5	10				16	\$1,711.00
1.3.4 Design Memo	1	4	6				11	\$1,226.00
1.4 Plans, Specifications and Estimates							0	\$0.00
1.4.1 Final Grading Plan	1	2	8		8		19	\$1,804.00
1.4.2 Standard Details	1	2			4		7	\$760.00
1.4.3 Cost Estimate and Summary	1	2	2				5	\$616.00
Direct Expenses								\$315.00
<b>Final SCS Site 13 Dam Grading Subtotal:</b>	<b>29</b>	<b>41</b>	<b>30</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>104</b>	<b>\$18,240.00</b>
<b>KFA SUMMARY</b>	<b>33</b>	<b>51</b>	<b>46</b>	<b>0</b>	<b>12</b>	<b>4</b>	<b>146</b>	<b>\$18,240.00</b>

**Summary of Direct Expenses**  
**K. Friese & Associates, Inc. (KFA)**  
**Work Authorization #1**  
**Supplemental Work Authorization #3**  
**FM 110 Final Design**

Item Description	Unit	Quantity	Unit Cost	Total Cost
<b>Direct Expenses</b>				
I. Mileage	mile	500	\$0.565	<b>\$282.50</b>
II. Courier Services	each	1	\$25.00	<b>\$25.00</b>
III. 11 x 17 Printing	each	25	\$0.30	<b>\$7.50</b>
<b>Total Direct Expenses</b>				<b>\$315.00</b>

**Summary of Manhours by Classification**  
**Surveying and Mapping, Inc. (SAM)**  
**Work Authorization #1**  
**Supplemental Work Authorization #3**  
**FM 110 Final Design**

Description of Work or Task	RPLS Project Manager \$125.00/Hr	RPLS Project Surveyor \$110.00/Hr	Senior Survey Tech \$90.00/Hr	Survey Technician \$80.00/Hr	Survey Tech GPS \$105.00/Hr	2 Man Surv Crew \$130.00/Hr	3 Man Surv Crew \$160.00/Hr	Field Coord \$85.00/Hr	Admin/ Clerical \$60.00/Hr	Staff-Hr. Totals	Staff Cost / Task Totals
<b>Task 2 Field Surveying</b>											
2.2 Supplemental design survey to aerial mapping	1	2		8		30				41	\$4,885.00
2.3 Channel Cross Sections		1		2		8				11	\$1,310.00
2.4 Append 2D and DTM to aerial mapping data	1	4	6	2						13	\$1,265.00
2.5 Prepare final deliverables	1	2	4							7	\$705.00
Direct Expenses											\$1,471.20
<b>Field Surveying Subtotal:</b>	<b>3</b>	<b>9</b>	<b>10</b>	<b>12</b>	<b>0</b>	<b>38</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>72</b>	<b>\$9,636.20</b>
<b>Task 3 Right-Of-Way (ROW) Mapping Services</b>											
3.1 Records research	1	1	4	6						12	\$1,075.00
3.3 Deed Study	1	2	4	4						11	\$1,025.00
3.4 Field Surveys	1	1		4		10		1		17	\$1,940.00
3.6 Prepare field notes and Parcel Plats (4 Parcels, 5 Easements)	1	10	40	42						93	\$8,185.00
3.7 Set monuments and pins (23 additional iron rods)		1	2	4		30		1		38	\$4,595.00
3.8 ROW Survey Deliverables (QA/QC, Prepare Final Deliverable)	1	2	16	16					1	36	\$3,125.00
<b>Right-Of-Way (ROW) Mapping Services Subtotal:</b>	<b>1</b>	<b>11</b>	<b>58</b>	<b>46</b>	<b>0</b>	<b>30</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>207</b>	<b>\$19,945.00</b>
<b>SAM SUMMARY</b>	<b>4</b>	<b>20</b>	<b>68</b>	<b>58</b>	<b>0</b>	<b>68</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>279</b>	<b>\$29,581.20</b>

**Summary of Direct Expenses**  
**Surveying and Mapping, Inc. (SAM)**  
**Work Authorization #1**  
**Supplemental Work Authorization #3**  
**FM 110 Final Design**

Item Description	Unit	Quantity	Unit Cost	Total Cost
<b>Direct Expenses</b>				
I. Mileage (number x current state rate)	mile	480	\$0.565	\$271.20
II. GPS RTK	unit/day	60	\$20.00	\$1,200.00
<b>Total Direct Expenses</b>				<b>\$1,471.20</b>

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the County Judge to execute a Supplemental Agreement No. 3 to the Professional Services Agreement with Reynolds, Smith and Hills CS, Inc. for the FM 1626 North construction management project as part of the Pass-Through Finance Program in Hays County, increasing the Compensation Cap by \$40,000.00 from \$2,460,000.00 to \$2,500,000.00

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-ROADS	October 13, 2015	\$40,000.00

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Michael J. Weaver, Prime Strategies, Inc.	JONES	N/A

#### SUMMARY

The additional authorized money will allow for the execution of a supplemental #4 to Work Authorization #1 for FM 1626 North construction management services to complete the remaining close out activities and review of punch list items on FM 1626 North.



RECEIVED  
OCT 07 2015  
BY: PSI

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

**ENGINEER:**

RS&H, Inc.

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

Signature

Douglas D. Geiger, PE

Printed Name

Senior Vice President

Title

October 6, 2015

Date

**COUNTY:**

Hays County, Texas

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

Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

OK  
M 10/7/2015

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize payment of \$5,043.49 to DB Life Safety Services for an annual fire suppression system inspection in which no purchase order was obtained.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	\$5,043.49

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: NO

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	COBB	N/A

#### SUMMARY

The Commissioners Court approved a budget amendment on 7-21-15 in anticipation of such expense. However, staff did not follow county purchasing policy and obtain a purchase order prior to requesting the work, which occurred on 7/30/15. Account payable requires authorization in order to pay.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize Commercial OSSF Permit at 150 Brownson Road, Driftwood, TX.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

Roxie McInnis, Development Services Manager

#### SPONSOR

WHISENANT

#### CO-SPONSOR

N/A

#### SUMMARY

Darren Toomey is proposing an OSSF to serve a 6600 square foot warehouse at 150 Brownson Road in Precinct 4. This property is 2.0 acres in size, lot 1 Syphrett Estates. Water will be supplied by rainwater collection. The components of this OSSF will be a 500 gallon trash tank followed by a 1000 gallon equalization tank which will pump into a 500 gallon per day aerobic treatment unit. After treatment the effluent will be dispersed by surface application. This system was designed by Stan Burrier for 200 gallons per day.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the County Judge to execute an amendment to the healthcare program service contract with Hays County Jail and Correct Care Solutions.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

#### REQUESTED BY

CUTLER

#### SPONSOR

COBB

#### CO-SPONSOR

N/A

#### SUMMARY

During the FY16 budget process funds were approved to amend the contract with Correct Care Solutions to take effect 10/1/2015 for the purposes of staffing modifications. This contract amendment will replace EMT hours with those of LVN's and also add Certified Medication Aide hours. The annual 3% contract increase will be covered by credits back to the county for claims under the aggregate compensation cap.

The proposed staffing modifications are as follows:

Day Shift

Replace 80 hours of EMT with 80 hours of LVN

Night Shift

Replace 56 hours of EMT with 56 hours LVN

Add 84 hours of Certified Medication Aide

**FIRST AMENDMENT TO HEALTH SERVICES AGREEMENT**  
(Effective October 1, 2015)

This is the First Amendment to Health Services Agreement effective June 1, 2013 through September 30, 2014, and renewed effective October 1, 2014 (hereinafter referred to as "Agreement") between Hays County (hereinafter referred to as "County"), a political subdivision of the State of Texas, and Correct Care Solutions, LLC (hereinafter referred to as "Company").

**WITNESSETH:**

**WHEREAS**, County is charged by law with the responsibility for obtaining and providing reasonably necessary medical care for inmates or detainees of the Hays County Jail (hereinafter called "Jail") and,

**WHEREAS**, pursuant to Section 9.4 of the Agreement, County and Company wish to amend the Agreement under the terms and conditions set forth below;

**NOW THEREFORE**, in consideration of the mutual covenants and promises hereinafter made, the parties hereto agree that effective October 1, 2015:

1. Pursuant to Section 2.1, Exhibit A-2 - Staffing Plan, is attached hereto, and shall constitute the Company's medical and support personnel.
2. Pursuant to Section 6.1, the term of this First Amendment shall be effective as of 12:00 a.m. on October 1, 2015 through 11:59 p.m. on September 30, 2016.
3. Pursuant to Section 7.1 of the Agreement, the base compensation shall increase by three percent (3%) over the previous year to \$1,204,121.40. Additionally, the base compensation shall increase by \$173,490.00 for additional 84 hours of Certified Medication Aide (CMA), replacing 80 hours of EMT with 80 hours of LVN, and replacing 56 hours of EMT with 56 hours of LVN, for an annual base compensation of \$1,377,611.40, payable in 12 equal monthly installments ("base compensation").

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment, by and through their duly authorized officers, the day, month and year given below.

*(Signatures Appear on Following Page)*

**Hayes County ("County")**

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

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

**CORRECT CARE SOLUTIONS, LLC ("Company")**

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

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the renewal of the Professional Service Agreement between Dr. Chamalee Weertunge and Hays County Local Health Department for services related to the HCLHD - TB program effective October 1, 2015.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
GARZA	INGALSBE	N/A

#### SUMMARY

These Services will run from October 1, 2015 thru September 30, 2016. The agreement is written to automatically renew each fiscal year for a period of 5 years.



## HAYS COUNTY LOCAL HEALTH DEPARTMENT

### **HAYS COUNTY LOCAL HEALTH DEPARTMENT SERVICE AGREEMENT**

I hereby agree to provide Physician services to the Hays County Local Health Department-TB Program. These services will be provided from October 01, 2015 through September 30, 2016. These services will be specific to care for evaluation/treatment of dormant infection and/or active Tuberculosis disease. Any other patient health issues not directly related to TB treatment will be referred out to an appropriate medical provider.

The agreed upon fee is \$100.00/hour for TB Clinic, to be held once monthly and to cover a time period of no more than 5 hrs. and \$100.00/month to cover consultation services rendered via telephone and/or email. This telephone/email availability will be 7 days/week. These fees will be paid monthly through the Hays County Auditor's Office.

This agreement will automatically renew every October 1<sup>st</sup> for a period of 5 years, unless termination is requested by either party in writing with 30 days' notice.

Physician Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Chamalee Weeratunge, M.D.

Complete Address: \_\_\_\_\_

State License #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

\_\_\_\_\_  
Bert Cobb, Hays County Judge

\_\_\_\_\_  
Date

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize Institutional OSSF Permit at 13127 Fitzhugh Road, Austin, TX.

#### ITEM TYPE

CONSENT

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

Roxie McInnis, Development Services Director

#### SPONSOR

WHISENANT

#### CO-SPONSOR

N/A

#### SUMMARY

Emily Tipps is proposing an OSSF to serve a bed & breakfast with a small event venue in Precinct 4. This property is 4.79 acres .

The system designer, Kim Geary, P.E., has designed a treatment system which consists of grease trap and pretreatment tanks followed by an equalization tank that will control flow to an aerobic treatment unit. Effluent will be dispersed to a surface irrigation field at a daily rate of 250 gallons. Water to the development will be supplied by a private well.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the County Judge to execute a renewal contract with Tina Marie Harris-Torres, Pharm D to provide pharmacy services to the Hays County Local Health Department.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	100.00 per visit

#### LINE ITEM NUMBER

120-675-00.5448

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Garza	INGALSBE	N/A

#### SUMMARY

The Hays County Local Health Department's status as a Class D Pharmacy requires the County to retain a professional Pharmacist-in-Charge (P.I.C.) to perform monthly audits of the program. The Texas State Board of Pharmacy requires a monthly inspection and an annual in-service. The contract will be renewable annually.

STATE OF TEXAS                                §  
    §  
COUNTY OF HAYS                             §

WHEREAS, Hays County Local Health Department is required to retain a professional Pharmacist-in-charge (P.I.C.) to assist with consultation services for the County Health Department; and,

NOW, THEREFORE, in consideration of the mutual promise and covenants contained in this agreement, it is hereby agreed as follows:

This consulting agreement is entered into between Hays County, Texas (hereinafter referred to as "County") represented by Judge Bert Cobb and Tina Harris-Torres, Pharm D. (hereinafter referred to as "P.I.C.")

The term of this agreement shall begin on October 1, 2015 through September 30, 2016, then automatically renews annually on October 1<sup>st</sup>, for a period of 5 years.

### 3.1 P.I.C. agrees to:

- (a) Annually review the County's current Health/Rx policies and procedures, and
- (b) Perform a site inspection of the facilities once a month, and
- (c) Provide updates on laws and regulations that pertain to Class "D" Pharmacies, and
- (d) Provide services not listed above as may be necessary or negotiated.
- (e) Notify County if temporarily unable to discharge agreed upon duties within a reasonable time in order for County to contract with a temporary Consulting Pharmacist

3.2 P.I.C. further agrees to provide annual staff education on subject of his/her choice.

#### **SECTION 4. STANDARD OF PERFORMANCE**

P.I.C. shall use ordinary care and reasonable diligence in the exercise of his/her duties, but shall not be liable for any mistake of judgment or other action taken in good faith or for any loss unless resulting from gross negligence. It is the intent of the County that the P.I.C. perform the duties outlined in Section 3 above in a manner that includes full disclosure to the County of any pertinent information relating to policies/procedures, and laws and regulations pertaining to Class "D" Pharmacies.

#### **SECTION 5. PAYMENT**

The county shall pay Tina Harris-Torres, Pharm D. a total fee of \$100.00 (one hundred dollars) per visit to complete the consulting services described in Section 3. The County shall make timely payments.

#### **SECTION 6. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties and any changes or modifications to this Agreement must be approved by the Hays County Commissioner's Court.

#### **SECTION 7. TERMINATION**

This agreement may be terminated with or without cause by either party by providing written notice to the other party by certified mail. The termination shall be effective 30 (thirty) days after receipt of notice.

#### **SECTION 8. CODE OF ETHICS AND STATE LAW**

Tina Harris-Torres, Pharm D. hereby agrees to comply with the Hays County Code of Ethics attached hereto and incorporated for all purposes and with all applicable State laws in the performance of this agreement including, but not limited to, the Public Information Act and Open Meetings Act.

#### **SECTION 9. VENUE**

This agreement shall be construed under and in accordance with the laws of the State of Texas and the venue for any dispute arising from the performance of this agreement shall be in Hays County, Texas.

## SECTION 10. INDEMNIFICATION

Tina Harris-Torres, Pharm D. shall indemnify and hold harmless all employees and agents of Hays County from any and all claims, demands, damages, expenses, liabilities, and injuries to persons or property arising from the negligent acts, errors, or omissions of Tina Harris-Torres, Pharm D. in performance of this agreement to the extent allowable under the laws of the State of Texas.

## SECTION 11. NOTICE

Notices provided for by this agreement shall be forwarded to the addresses below:

Tina Harris-Torres, Pharm D.  
406 Primavera Loop  
Kyle, Texas 78640-0000

Hays County  
111 E. San Antonio Street.  
San Marcos, Texas 78666-7751

HAYS COUNTY

TINA HARRIS-TORRES, Pharm D.

---

Bert Cobb  
Hays County Judge

---

Tina Harris-Torres, Pharm D.

---

Date

---

Date

ATTEST:

---

Liz Gonzalez  
Hays County Clerk

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the District Attorney's Office to purchase two new scanners and amend the budget accordingly.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	\$1,904.00

#### LINE ITEM NUMBER

080-607-00.5712\_400

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

See attached budget amendment

**PURCHASING GUIDELINES FOLLOWED:** N/A

**AUDITOR REVIEW:** BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	COBB	N/A

#### SUMMARY

The District Attorney's Office needs to purchase two new scanners for the Hot Check Division. This division is being re-structured with the intent to go paperless. Having two scanners will allow for multiple administrative staff to utilize the equipment to streamline the process for records retention and efficiency.

No additional funds are needed; funds have been identified in the DA Hot Check Fee Special Revenue Fund.

##### Budget Amendment:

Decrease 080-607-00.5211/Office & Computer Supplies (\$1,904.00)  
Increase 080-607-00.5712\_400/Computer Equipment Operating \$1,904.00

Dept	G/L Account Number	Account Description	Appropriation Budget Amendment	Increase	Decrease	Appropriation After Amendment
<u>GENERAL FUND (001):</u>						
<i>Agenda Item #7</i>						
<u>Sheriff's Office:</u>						
					<u>(Revenue)</u>	
	001-618-00.4610	Contributions	0		450	450
	001-618-00.5206	Law Enforcement Supplies	90,295	450		90,745

\*Accept donation from Kent Powersports for motorcycle helmet.

<u>Agenda Item #8</u>						
<u>Constable 3:</u>						
					<u>(Revenue)</u>	
	001-637-00.4610	Contributions	0		1,000	1,000
	001-637-00.5206	Law Enforcement Supplies	1,175	1,000		2,175

\*Accept donation from the VFW Post 6441 for LE supplies.

<u>Agenda Item #11</u>						
<u>EMC - May 2015 Flood:</u>						
					<u>(Revenue)</u>	
	001-656-99-090.4610	Contributions	0		5,000	5,000
	001-656-99-090.5201	General Supplies	0	5,000		5,000

\*Accept donation from KVUE and The Community Foundation for 5-Mile Dam repairs.

<u>HOT CHECK FEE FUND (080):</u>						
<u>Agenda Item #26</u>						
<u>District Attorney:</u>						
	080-607-00.5712_400	Computer Equipment_Op	0	1,904		1,904
	080-607-00.5211	Office Supplies	5,000		(1,904)	3,096

\*Amend for two scanners for the Hot Check Division paperless process.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Re-establish the County Clerk's Deputy Clerk II, slot 0454-011 position that was re-graded to a Lead Position during the budget process will remain as a Clerk II grade 108 effective 10/1/15.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	None

#### LINE ITEM NUMBER

001-617-00]

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Liz Gonzalez	COBB	N/A

#### SUMMARY

The County Clerk had requested that the Deputy Clerk II, slot 0454-011 be re-graded to a Lead position during the FY16 Adopted Budget process. After realizing the fiscal impact of the re-grade, she is requesting that this position remain as a Clerk II and will re-evaluate the position throughout the year to assess duties and how the position will be most beneficial in her organizational structure.

The funds that were identified for the re-grade will be moved back to the Pool Funds to be utilized for merit allocations as determined by the Elected Official.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the office of Human Resources to execute a Liability Contribution and Coverage Declarations form regarding liability coverage provided by the Texas Association of Counties Risk Management Pool.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	N/A

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
	COBB	N/A

#### SUMMARY

The declarations will apply to the coverage period of November 15, 2015-November 15, 2016. Further information to be provided during Court.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Authorize the County Judge to execute a 1st Amended and Restated Interlocal Agreement for Road Repair and Maintenance between Hays County and the City of Wimberley.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
CONSENT	October 13, 2015	TBD

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

REQUESTED BY	SPONSOR	CO-SPONSOR
CONLEY	CONLEY	N/A

#### SUMMARY

This 1st Amended and Restated Agreement incorporates provisions related to road and bridge repairs in the context of an Emergency and/or Disaster Recovery response. It is written to mimic the arrangement between Hays County and the City of Wimberley related to Debris Removal.

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR  
ROADWAY REPAIR AND MAINTENANCE**

This **First Amended and Restated** Interlocal Agreement for Roadway Repair and Maintenance (“Agreement”) is hereby entered into by and between the Village of Wimberley, Texas, a Type A general-law municipality, hereinafter referred to as the “City,” and the County of Hays, a political subdivision of the State of Texas, hereinafter referred to as the “County”.

**~~ARTICLE I~~  
RECITALS**

**WHEREAS**, County and City desire to provide safe and well maintained roads, streets, alleys and rights-of-way for the use and benefit of the public and future generations; and

**WHEREAS**, the County and the City desire to cooperate in the maintenance and repair of certain roads, streets, alleys and rights-of-way within the County and City; and

**WHEREAS**, the County and the City desire to allocate by mutual agreement the responsibilities for governmental functions and services which are or may become necessary in providing safe and well maintained roads, streets, alleys and rights-of-way that are of consistent quality of pavement along the whole length of roads that are part of the County or City Road System, even those County Roads that lie within the City limits (See Texas Attorney General Opinions WW-1401, H-1018 and H-1019); and

**WHEREAS**, the Interlocal Cooperation Act (Chapter 791, Texas Government Code) (the “Act”) empowers the Parties to contract with each other in the performance of governmental functions; and

**WHEREAS**, road and street maintenance are governmental functions within the meaning of the Act; and

**WHEREAS**, the City and the County are “local governments” within the meaning of the Act; and

**WHEREAS**, the City and the County each itself has the authority under Texas law to perform such road and street maintenance, as required by the Act; and

**WHEREAS**, specifically section 791.032 permits, with the approval of the governing body of a municipality, a county to enter into an interlocal contract with the municipality to finance the construction, improvement, maintenance, or repair of streets or alleys in the municipality, including portions of the municipality’s streets or alleys that are not an integral part of or a connecting link to other roads or highways; and

**WHEREAS**, section 251.012 of the Texas Transportation Code expressly allows a commissioners court of a county to spend county money to finance the construction, improvement, maintenance or repair of a street or alley; and further subsection (b)(3) permits that the county work may be done or financed by the county as an independent contractor with the municipality; and

**WHEREAS**, Hays County has budgeted funds sufficient for general maintenance of roads in the County Road System that lie inside the City limits and has other funds available to contribute toward repair of roadways during an emergency and/or disaster recovery response; and

**WHEREAS**, the total expenditure of municipal funds under this Agreement is expected to be less than \$50,000, or, in the alternative, as a response to emergency/disaster recovery conditions, exempting the City from compliance with the competitive bid procedures of chapter 252 of the Local Government Code.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both the City and the County agree as follows:

### **ARTICLE I.** **DEFINITIONS**

#### 1.1 Definitions.

“Maintenance Services” to be provided by the County to the City under Article II, below, are services, including, the maintenance and repair of asphalt and pavement of the streets and roads and corresponding maintenance and repair to the subsurface and surface of roads and streets as designated herein, as appropriate to Hays County and as specifically agreed by and between the City and the County, namely, those services specified herein.

“Emergency/Disaster Recovery Service” to be provided by the County to the City under Article III, below, are services associated with repair of road and bridge infrastructure that is damaged during or just prior to a local disaster, as determined and declared by the County Judge and/or the Hays County Commissioners Court.

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### **ARTICLE II.** **MAINTENANCE SERVICES**

#### 2.1 Definition:

~~The “Maintenance Services” to be provided by the County to the City hereunder are services, including, the maintenance and repair of asphalt and pavement of the streets and roads and corresponding maintenance and repair to the subsurface and surface of roads and streets as designated herein, as appropriate to Hays County and as specifically agreed by and between the City and the County, namely, those services specified herein.~~

#### 2.21 Term.

a. Unless terminated as provided herein, the Initial Term of this Agreement will commence on the date of execution by the last party to sign the Agreement (hereinafter the “Effective Date”). The Initial Term shall be for one (1) year, commensurate with the fiscal year of the City. In the event that the City and County execute this Agreement after the beginning of the City’s fiscal year, the Initial Term shall be from the Effective Date until the end of the City’s fiscal year.

b. This Agreement shall automatically renew for succeeding one-year Renewal Terms, commensurate with the City’s corresponding fiscal year, unless terminated by either party as provided for in Article IV.

#### 2.32 Current Funds.

Funding from each party for the performance of this Agreement will be provided from current revenues available to the parties. Further, the City assures the County that funds are available (and, unless written notice is otherwise provided by the City, will continue to be available) to reimburse the County, as the City is obligated to do under the terms of this Agreement. After written notice from the City that no City funds are available or if this Agreement is terminated in a budget year, the City shall not be obligated to reimburse the County for the cost of any labor or materials related to any maintenance or repair of any County Road or City Road incurred by the County after its receipt of the written notice from the City, unless the project was already undertaken at the time of the written notice.

**2.43 Maintenance Services.**

a. County Road System Roadways. In regard to all roads within the City limits that are identified by the County as roads that are part of or integral to the County Road System (hereinafter "County Roads"), and as more particularly identified on Exhibit "A", attached and incorporated by reference, the Parties agree as follows:

1. County shall be responsible for providing the labor and equipment required for maintenance and repair of County Roads.
2. City agrees to pay for all actual material costs related to the maintenance and repairs of County Roads.
3. City may request the maintenance and repair of specific County Roads, but County shall, with or without a request by City, (i) identify County Roads that are in need of maintenance and repair, (ii) provide 30 days prior written notice to City of maintenance and repair that County intends to perform on County Roads, and (iii) unless City objects to the maintenance and repair within ten (10) days of receiving notice under this Section, maintain and repair all County Roads in a similar fashion and to a similar quality as is customarily performed on other county roads within Hays County.
4. If City desires that a specific County Road be maintained, repaired, or upgraded to a higher quality or higher standard than is customarily performed by County on other county roads within Hays County, City may, at no expense to County, contract with a third party for the maintenance, repair, and/or upgrade of that specific County Road. In the alternative, the City may request the County to perform the maintenance, repair, and/or upgrade of that specific County Road to the specifications desired by City, if County has the resources available to perform to those specifications.
5. If City requests that County perform the maintenance, repair, and/or upgrade of a specific County Road under subsection 2.43(a).3 of this Agreement, County shall provide an estimate to City for the proposed work, and the parties shall follow the procedures set forth for City Roads, below. County's estimate under this section shall account for the cost of materials it would take to maintain, repair, and/or upgrade that specific County Road to the county standard, plus the reasonable cost of materials, labor, and equipment it would take to maintain, repair, and/or upgrade that specific County Road to a higher quality or higher standard than is customarily performed by County on other county roads within Hays County.

b. City Roadways. In regard to all roads within the City limits of that are NOT identified by County as roads that are part of or integral to the County Road System (hereinafter “City Roads”), the parties agree as follows:

1. County shall, at the request of City, provide City with a written estimate and proposed Start Date for the maintenance, repair, and/or upgrade of specific City Roads. The written estimate shall include reasonable compensation for County’s labor, equipment, and material costs associated with the maintenance, repair, and/or upgrade of any specific City Road to the standards as specified by the City.
2. City shall, within thirty (30) days’ receipt of a written estimate from County, request that County (i) perform the maintenance, repair, and/or upgrade of that specific City Road as estimated by County, or (ii) inform the County that the City desires to wait until a later date upon which the County can provide City with a new estimate and available start date for that specific City Road. City may, at any time, contract with a third party for the maintenance, repair and/or upgrade of any City Road.
3. If City requests that County perform maintenance, repairs, and/or upgrades under subsection 2.43(a).3, above, County shall commence performance of the maintenance, repair, and/or upgrade within ten (10) days of the proposed Start Date cited in subsection 2.43(b).1, above. If City waits for a period longer than thirty (30) days to respond to County’s written estimate, or if City requests that County act in accordance with 2.43(a).3, above, the written estimate provided by County shall be considered expired and void unless otherwise indicated or extended in writing by County.

### ARTICLE III. EMERGENCY/DISASTER RECOVERY SERVICES

#### 3.1 County Obligations.

The County agrees to:

- Assume responsibility for Emergency and/or Disaster Recovery Services within the jurisdictional boundaries of the City following a state of emergency that has been supported by a Local Disaster Declaration and/or declarations at the state or federal level.
- Monitor and document the materials used and the steps taken to repair roads and bridges within the jurisdictional boundaries of the City during such state of emergency.
- Produce all necessary documentation to state and federal agencies for the production of a Project Worksheet and eventual reimbursement of all or a portion of the project costs for work performed within the jurisdictional boundaries of the City.
- Invoice the City for its proportionate share of costs associated with any road and bridge repair. Proportionate share shall be based on the amount, if any, the County has received in reimbursement for that particular project. The date on which the City receives the invoice from the County shall be the “Payable Date.”
- Produce to the City all necessary documentation showing the City’s share of costs not reimbursed or otherwise paid by state or federal agencies.
- Provide operational updates on the status of road and bridge projects, to include completed projects and estimated completion timelines for existing projects.

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### 3.2 City Obligations

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The City agrees to:

- Cooperate with the County in the identification and prioritization of road and bridge projects within the jurisdictional boundaries of the City, and supply appropriate support, as necessary, to assist in the administration of a project under this Article III.
- Pay County invoices for the City's proportionate share of projects under this Article III.
- Reimburse the County the City's share of any project costs not reimbursed by state or federal agencies.
- Hold the County, its representatives, and contractors, harmless for unavoidable loss, damage, or depreciation of public assets resulting from ordinary use and exposure associated with disaster relief operations.
- Assist the County in public outreach to inform residents of road and bridge projects that are planned or are under construction.

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## **ARTICLE ~~III~~IV. PAYMENT**

### 34.1 ~~Payment~~Maintenance Services.

All invoices related to Article II Maintenance Services for County Roads and City Roads shall be provided by County on a monthly basis for all costs that are the obligation of the City of under this Agreement. The City shall pay said invoices no later than thirty (30) days after receipt.

### 4.2 Emergency / Disaster Recovery Services

If the City requires additional time for payment of its proportionate share of road and bridge work under Article III, above, City may, pursuant to Article 11 of the Texas Constitution and Chapter 791 of the Texas Government Code, request that the County grant up to 36 months to repay the costs. If the County opts to grant said request, the following terms and conditions shall apply to the payment plan;

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- 1 Final payment shall be due no later than the time requested by the City or thirty-six (36) months, whichever is greater, commencing from the date the City requests additional time ("Final Payment Date"). There shall be no prepayment penalty for payment in full prior to Final Payment Date.
- 2 Beginning on the Payable Date, interest shall accrue on the payment due at a rate of three and eighty-nine one-hundredths percent (3.89%) per annum.
- 3 If the City pays in full the invoiced amount within ninety (90) days of the Payable Date, then the City shall not be required to pay interest on the amount owed.
- 4 The County and the City shall cooperate to establish a payment plan for monies that remain due under this Section.
- 5 The Parties agree that any portion of the City's proportionate share that is reimbursed by state or federal agencies shall be removed from the total City obligation under this Section. The County may waive its right to collect interest accrued upon the portion of the City's proportionate share that has been reimbursed by state or federal agencies.

## **ARTICLE ~~IV~~V. TERMINATION**



**45.1 Termination.**

This Agreement may be terminated by either party, for any reason whatsoever, by providing sixty (60) days' written notice to the non-terminating party. If, upon providing or receiving notice of termination under this Section, County has begun performance of Maintenance Services or upgrade of any roadway under this Agreement, County shall complete the work on that specific roadway and City shall pay, as may be required by the terms of this Agreement, for the completion of work on that specific roadway before either party is released from the terms and obligations of this Agreement.

**ARTICLE VI.  
MISCELLANEOUS**

**56.1. Notice.**

Any notice required or permitted to be given by either party under the terms of this Agreement shall be deemed given, whether or not received, three (3) days after it is deposited in the United States mail, postage prepaid, certified mail with return receipt requested, to the address for notice set forth below, or the last address for notice which the sender has for the recipient at the time the notice is sent, with a copy sent on the same day by facsimile, or on the date the notice is delivered if hand delivered, with a written acknowledgment of receipt obtained.

Addresses for notice are as follows, unless expressly changed by the parties in writing:

- a. Notices sent pursuant to this Agreement may be delivered or sent to the CITY at the following address:

Mr. Don Ferguson, Village Administrator (or his successors in office)  
~~Village-City~~ of Wimberley  
P.O. Box 2027  
Wimberley, TX 78676

- b. Notices sent pursuant to this Agreement may be delivered or sent to the COUNTY at the following address:

Commissioner Will Conley (or his successors in office)  
P.O. Box 2085  
Wimberley, Texas 78676

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

Mark Driscoll Kennedy (or his successors in office)  
~~A.D.A. — Special~~ General Counsel  
Hays County, Texas  
111 E. San Antonio, Suite 204  
San Marcos, TX 78666

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

\_\_\_\_ (or her successors in office)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**6.2 Cooperation, Reservation of Rights.**

The City and County agree to cooperate with each other, in good faith, at all times during the term hereof in order to achieve the purposes and intent of this Agreement. The Parties agree to do all acts and things and to execute and deliver such further written instruments, as may be from time to time reasonably required to carry out the purposes and the provisions of this Agreement. Nothing in this Agreement shall be construed to interfere with the City's and County's legal right to autonomously maintain and repair roads that have been identified as part of each entity's respective road system, particularly if the condition of said roads, in the Party's opinion, poses a safety or mobility concern.

**56.3 Entire Agreement; Amendments.**

This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be altered, amended, or modified except in writing signed by all parties to this Agreement. No official, agent, employee, or representative of either the County or the City has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the County Commissioners Court or the City Council.

**56.4 Interpretation.**

The parties acknowledge and confirm that this Agreement has been entered into pursuant to the authority granted under the Interlocal Cooperation Act. All terms and provisions hereof are to be construed and interpreted consistently with that Act.

**56.5 Severability.**

Any clause, sentence, paragraph or article of this Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion.

**56.6 Applicable Laws.**

This Agreement shall be construed in accordance with the laws of the State of Texas.

**56.7 Authorization.**

Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective governing body. This Agreement shall not become effective until approved by the City Council of the City and Hays County Commissioners Court and signed by both parties.

**56.8 Indemnity.**

The City agrees that it will, to the extent permitted by applicable law, save, protect, defend, and hold harmless the County from any and all suits, claims, or causes of action which may arise out of or in any manner be connected with the negligence, recklessness or intentional misconduct of City employees, agents, or servants in performing the City's obligations under the terms of this Agreement.

The County agrees that it will, to the extent permitted by applicable law, save, protect, defend, and hold harmless the City from any and all suits, claims or causes of action, or public liability which may arise out of or in any manner be connected with County operations or programs, and the negligence, recklessness or intentional misconduct of County employees, agents or servants in performing or failing to perform the County's obligations under the terms of this Agreement.

Nothing herein shall be deemed in any manner to constitute a waiver of any immunity or affirmative defense which may be asserted by the County or the City pursuant to law. Nor shall this provision be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement not otherwise existing at law.

**§6.10 Duplicate original counterparts; other similar agreements distinct.**

This Agreement may be executed in duplicate original copies by the parties. Similar agreements by and between the City or County and other contracting entities may be made; each such separately executed version of this Agreement is and shall constitute a separate and distinct agreement between the City or County and the particular other County, but does not create obligations or rights as between contracting entities.

**§6.11 Alternative Dispute Resolution.**

It shall be a prerequisite to either party seeking legal or equitable relief for any disputes arising under or related to this Agreement or the Maintenance Services that mediation be conducted. If they are unable to agree to a mediator and mediation process, the parties agree to use the Dispute Resolution Center of Austin, Texas, as the provider of mediators for mediation as described in the Texas Civil Practice and Remedies Code, section 154.023. Unless both parties are satisfied with the results of any such mediation, it will not constitute a final and binding resolution of the dispute; provided, however, that any mutually agreed settlement reached in such mediation may be enforced by any court of competent jurisdiction. All communications within the scope of the mediation are and shall be confidential as provided in said section 154.023 unless both parties agree in writing to waive confidentiality.

**§6.12 Non-waiver.**

Any act of forbearance by either party will not constitute and will not have the effect of an amendment of this Agreement. The failure of either party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.

**§6.13 Interpretation and Reliance.**

No presumption will apply in favor of either Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provisions thereof.

**EXECUTED THIS \_\_\_\_\_ day of \_\_\_\_\_, ~~2009~~2015.**

**HAYS COUNTY**

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

**JUDGE BERT COBB, M.D.**  
HAYS COUNTY JUDGE

ATTEST:

\_\_\_\_\_  
| LIZ Q. GONZALEZ, HAYS COUNTY CLERK

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2015.

| CITY OF WIMBERLEY

By: \_\_\_\_\_  
| \_\_\_\_\_, MAYOR

ATTEST:

\_\_\_\_\_  
| \_\_\_\_\_, VILLAGE SECRETARY

**EXHIBIT “A”**

**Roads designated as County Roads  
Located within the Village of Wimberley**

Carney Lane

Cypress Road

Flite Acres Road

Green Acres Road

River Road

Wayside Drive

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

SUB-284 Swallowed Hook Subdivision (2 lots). Discussion and possible action to approve preliminary plan.

#### ITEM TYPE

ACTION-SUBDIVISIONS

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

Caitlyn Hairell

#### SPONSOR

CONLEY

#### CO-SPONSOR

N/A

#### SUMMARY

Swallowed Hook is a proposed 2 lot subdivision across 7.119 acres. This proposed subdivision is located off of Flite Acres Road in Precinct 3. Water service will be provided by private wells and wastewater treatment will be accomplished by individual on-site sewage facilities.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Discussion and possible action to authorize the District Attorney's Office to convert the vacant Administrative Assistant III position, slot 0271-008 grade 110 to an Investigator position, grade 113 at the 25th percentile effective November 1, 2015.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 13, 2015	N/A

#### LINE ITEM NUMBER

001-607-00.5021

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Wes Mau	COBB	N/A

#### SUMMARY

Due to retirement, there is a vacant Admin III (hot check division lead) position, grade 110, budgeted at the current salary of \$45,882. Given the decrease in the number of hot check cases over the last several years, and the increase in the number of other cases requiring follow up investigation, service of subpoenas, and the other functions of the investigators, the DA's office believes that replacing the hot check clerk position with a new investigator would better serve the organizational needs.

The District Attorney request authorization to hire this position at the 25th percentile, \$50,046 (annualized). Savings from the retired position for a one month vacancy will be available to fund this request.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Discussion and possible action to authorize General Counsel to secure Commercial General Liability and Excess Liability insurance related to the Gay Ruby Dahlstrom Nature Preserve at Dahlstrom Ranch.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 13, 2015	\$6,196.00/year

#### LINE ITEM NUMBER

N/A

#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: YES

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
KENNEDY	JONES	N/A

#### SUMMARY

General Counsel and the Director of Development and Community Services have, over a series of meetings with the Dahlstrom family, negotiated a Lease (which was approved by Commissioners Court) to establish public access on the Gay Ruby Dahlstrom Nature Preserve, an approximately 384-acre portion of the Dahlstrom Ranch. A Public Access Plan has also been negotiated and finalized. Securing insurance in the name of the Dahlstrom family is the last step toward execution of the Lease. Once insurance is secured, the County can have a Water Pollution Abatement Plan (WPAP) approved through the Texas Commission on Environmental Quality (TCEQ) and move forward with construction of phase 1 infrastructure, which includes an entrance, a parking area, and an ADA trail.





September 9, 2015

## INSURANCE PROPOSAL

General Liability & Excess Liability

FOR

DAHLSTROM FAMILY LIMITED  
PARTNERSHIP

*Presented by:*

*Joe Christian*

221 W. 6<sup>th</sup> Street, Suite 1400

Austin, TX 78701

(512) 453-0031 Phone

(512) 453-0041 Fax

## **Proposal Notice**

**This is a convenient coverage summary, not a legal contract. This proposal is provided to facilitate an understanding of your insurance program.**

**Higher limits of coverage may be available. Coverage enhancements and additional benefits outlined in this proposal may contain specific terms, conditions, limitations, or exclusions and in some cases different deductibles compared to the main coverage form. The limits indicated may be in addition to or within the total limit prescribed in the main section of the policy.**

**Please refer to the actual policies for specific terms, conditions, limitations and exclusions that will govern in the event of a loss. Specimen copies of all policies are available for review prior to binding of coverage.**

**In evaluating your exposures to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention.**

**Should any of your exposures change after coverage is bound, such as, but not limited to, beginning new operations, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed. Exposures are based on estimates at the beginning of the policy term and may be subject to audit.**

---

# Agency Personnel/Service Team & Contact Information

**Joe Christian**

Account Executive

Phone: 512- 532-1559

[joe.christian@worthaminsurance.com](mailto:joe.christian@worthaminsurance.com)

**Cathy Finley**

Account Manager

Phone 512-532-1586

[cathy.finley@worthaminsurance.com](mailto:cathy.finley@worthaminsurance.com)

**Jennifer Outlaw**

Claims Technician

512-532-1549

[jennifer.outlaw@worthaminsurance.com](mailto:jennifer.outlaw@worthaminsurance.com)

**Mark Gaskamp**

Risk Management Services

512-532-1536

[mark.gaskamp@worthaminsurance.com](mailto:mark.gaskamp@worthaminsurance.com)

## **Surplus Lines Proposal Notice**

Note: These premiums are subject to 100% Minimum and Deposit and 25% Minimum Earned provisions. "Minimum and Deposit" means that the premium quoted is the total amount due at policy inception. Although the policy can be subject to audit after the policy term expires, under no circumstances will the annual earned premium be less than the quoted premium. Therefore, the policy may generate an additional premium on audit, but not a return premium.

Minimum Earned means that the Co will retain a minimum of 25% of the quoted annual premiums (plus tax) regardless of when the coverage may be canceled during the policy term.

Cincinnati Specialty Underwriters Insurance will not allow Flat Cancellation. In event of cancellation during the policy term, earned premiums (subject to 25% Minimum Earned) will be subject to Short Rate penalty.

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as a surplus line coverage pursuant to the Texas Insurance Statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage and this insurer is not a member of the Property and Casualty Insurance Guaranty Association. As a surplus lines carrier there are certain fees and taxes applicable as indicated on your invoice. As a matter of policy, Wortham Insurance and Risk Management does not guarantee the solvency of this or any other insurance company.

# Premium Summary

Description Of Coverage	Quoted Premium
Commercial General Liability	\$ 835.09
Umbrella/Excess	\$5,360.91
Total Estimated Annual Premium*	<b>\$6,196.00</b>

Premium is due in full 5 days prior to the requested effective.

\*All quoted premiums are annual estimates and may change due to year end audits or mid-term policy changes.

# Carrier Rating

## A.M. BEST FINANCIAL STRENGTH RATING

**A.M. Best Company** is the leading provider of ratings, news and financial data for the insurance industry worldwide. Their Best Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. The rating is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Based on the following Best rating scale, your carrier(s) has (have) a financial strength rating as outlined in the table shown below.

Rating	Descriptor	Definition
A++, A+	Superior	Assigned to companies having, in Best's opinion, a superior ability to meet their ongoing insurance obligations.
A, A-	Excellent	Assigned to companies having, in Best's opinion, an excellent ability to meet their ongoing insurance obligations.
B++, B+	Good	Assigned to companies having, in Best's opinion, a good ability to meet their ongoing insurance obligations.
B, B-	Fair	Assigned to companies having, in Best's opinion, marginal ability to meet their ongoing insurance obligations. Financial strength is vulnerable to adverse changes in underwriting and economic conditions.

Policy Type	Company	Best's Rating/Size	Admitted or Non-Admitted
General Liability	Cincinnati Specialty Underwriters Insurance Company	A IX	Non-Admitted
Excess Liability	Cincinnati Specialty Underwriters Insurance Company	A IX	Non-Admitted

# Location Schedule

Loc #	Location Address (Street, City, ST, Zip)
1	384 Acres FM Hwy 967 Hays County, Texas

# General Liability

Named Insured: Dahlstrom Family Limited Partnership

Company: Cincinnati Specialty Underwriters Insurance Company

Effective Date: TBD

## Coverage Form Used

☒ Occurrence Form

## Limits of Liability

■ Bodily Injury and Property Damage – Each Occurrence	\$1,000,000
■ General Aggregate	\$2,000,000
■ Products and Completed Operations Aggregate	\$2,000,000
■ Personal and Advertising Injury	\$1,000,000
■ Fire Damage to Rented Premises (Each Occurrence)	\$ 100,000
■ Medical Expense (Any One Person)	\$ 1,000
■	

**Note: Higher limits may be available. Please let us know if you want a quote for higher limits.**

## Deductibles

☒ Property Damage & Bodily Injury \$1,000

Applied on the Following Basis: ☒ Per Claim



Additional Endorsements, Exclusions & Conditions including but not limited to:

Exclusion: Firearms or Ammunition

Exclusion: Employment Related Practices

Exclusion: Silica or Silica Related Dust

Exclusion: All Terrain Vehicles or Snowmobiles

Exclusion: Total Pollution with a Hostile Fire Exception

Exclusion: Fungi or Bacteria

Exclusion: Nuclear Energy Liability

Limitation: Of coverage to Designated Premises or Project

Amendment of Pollutants Definition

Deductible Liability Insurance

Amendment of Insured Contract Definition

Changes to Commercial General Liability Form

Exclusion: Liquor Liability

Exclusion: Additional Insured Prior Knowledge

Exclusion: Punitive or Exemplary Damages

# General Liability Schedule of Hazards

Loc#	Classification	Class Code	Basis/Exposure
1	Land Occupied or leased to others for Business Purposes	45539	E Acreage 384

- |     |                                   |     |                               |
|-----|-----------------------------------|-----|-------------------------------|
| (S) | Gross Sales – Per \$1,000/Sales   | (A) | Area – Per 1,000/Square Feet  |
| (M) | Admissions – Per 1,000/Admissions | (P) | Payroll - Per \$1,000/Payroll |
| (C) | Total Cost - Per 1,000/Cost       | (U) | Unit – Per Unit               |
| (E) | Acreage                           | (T) | Other                         |

**Estimated exposures may be subject to audit adjustment at expiration of the policy term. Work performed on your behalf by independent contractors without adequate insurance documentation may result in additional premium.**

# Commercial Umbrella/Excess Coverage

Named Insured: Dahlstrom Family Limited Partnership  
 Company: Cincinnati Specialty Underwriters Insurance Company  
 Policy Term: TBD

**Note: Higher limits may be available. Please let us know if you want a quote for higher limits.**

Policy Coverage Limits	
<b>Umbrella/Excess Coverage</b>	
\$5,000,000	Each Occurrence
[X] Occurrence	

Underlying Insurance Information		
<b>Auto Liability</b>	\$EXCLUDED	Combined Single Limit
	\$EXCLUDED	Bodily Injury Each Accident
	\$EXCLUDED	Bodily Injury Each Person
	\$	Property Damage Each Accident
<b>General Liability</b> <b>Occurrence [X]</b>	\$1,000,000	Each Occurrence
	\$2,000,000	General Aggregate
	\$2,000,000	Products Aggregate
	\$1,000,000	Personal Injury
	\$ 100,000	Damage to Rented Property
	\$ 1,000	Medical Expense

**Note: Excess coverage may or may not follow underlying form.**

**Additional Endorsements, Exclusions & Conditions including but not limited to:**

Exclusion: Total Auto

Exclusion: Employer's Liability Exclusion

Exclusion: Damage to Premises occupied or rented to you

Limitation: Two or More Coverage Forms or Policies Issued by us

Exclusion: Contractual Liability

Exclusion: Total Pollution or Pollution related

# Coverage Considerations

## Other Coverage Considerations including but not limited to:

### **Property:**

- Boiler & Machinery
- Employee Dishonesty
- Business Interruption/Extra Expense
- Electronic Equipment Coverage
- Accounts Receivable/Valuable Papers
- Outdoor Signs/Plate Glass
- Transit
- Flood and/or Earthquake
- Increased Cost of Construction or Ordinance of Law
- Terrorism Coverage

### **Liability:**

- Pollution
- Employment Practices Liability
- Employee Benefit Liability
- Directors & Officers Liability
- Professional Liability
- Liquor Liability
- Umbrella Liability
- Terrorism

### **Automobile:**

- Hired & Non-owned Automobile Liability
- Hired Car Physical Damage
- Drive Other Car Coverage

### **Miscellaneous:**

- Foreign Property & Liability
- Fiduciary Liability
- Trip Accident
- Kidnap/Ransom
- Stop Gap Liability
- Product Recall Liability
- Internet or Identity Theft Liability
- Network Security/Privacy Liability

### **Employee Benefits:**

- Health and Welfare
- Dental
- Disability
- Life
- Cafeteria Plans
- Retirement Plans

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Discussion and possible action to appoint Commissioner Debbie Gonzales Ingalsbe to the Greater San Marcos Partnership (GSMP) Board of Directors representing Hays County.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

N/A

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

Conley

#### SPONSOR

CONLEY

#### CO-SPONSOR

N/A

#### SUMMARY

The GSMP bylaws were recently amended resulting in an additional board member for Hays County.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute an agreement with the City of Wimberley regarding subdivision and development regulation in the extraterritorial jurisdiction of Wimberley, pursuant to HB1445 (2001).

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

Roxie McInnis/Clint Garza

#### SPONSOR

CONLEY

#### CO-SPONSOR

N/A

#### SUMMARY

City and County staff have collaborated on the proposed agreement which will streamline the platting process in the City of Wimberley's ETJ by making the city the "one stop shop" for plat approval. The county will continue to review all subdivision plats and will require compliance with the regulations identified in the agreement, however, final approval authority will be delegated to the city.

A similar agreement was approved by the Commissioners Court on August 4. This version of the agreement excludes the County's posted notice requirements.

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

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

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

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

**WHEREAS**, the COUNTY has adopted and is enforcing subdivision regulations pursuant to TEX. LOCAL GOV'T CODE sections 232.001-232 .005 and other statutes applicable to counties; and

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

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

**WHEREAS**, under TEX. LOCAL GOV'T CODE Chapter 242, the COUNTY and the CITY wish to enter and execute an Agreement for subdivision regulation within the ETJ; and

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

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

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

**I. TERM OF AGREEMENT AND CERTIFICATION**

A. The COUNTY and the CITY mutually agree that the term of this Agreement shall be from the date it is formally and duly executed by both the COUNTY and the CITY until



October 1, 2014. This Agreement shall automatically renew annually on the anniversary date, unless earlier terminated by mutual agreement of the Parties.

B. Notwithstanding the foregoing, this Agreement may be terminated by either Party by giving thirty (30) days' written notice of intent to terminate this Agreement to the other Party. Any notice of intent to terminate must be delivered by deposit in the United States mail, certified, return receipt requested, to the other Party at the addresses set out herein. Upon termination of this Agreement, neither Party shall have any obligations to the other Party under this Agreement, except with respect to payment for services already rendered under this Agreement, but not yet paid.

C. The COUNTY and the CITY mutually certify that this Agreement complies with the requirements of Texas Local Government Code, Chapter 242.

## **II. COUNTY RESPONSIBILITIES**

A. The COUNTY assigns and delegates to the CITY the COUNTY's authority to approve subdivision plats within the ETJ of the CITY, pursuant to TEX. LOCAL GOV'T CODE Section 242 .001 (d), so that the CITY has exclusive jurisdiction to regulate subdivision plats in the CITY's ETJ.

B. The COUNTY Development Services Director shall, within 15 working days prior to anticipated final approval date, provide the City's Development Services staff with written recommendation for approval or disapproval of all plats for inclusion in the agenda backup prior to final plat approval.

## **III. CITY RESPONSIBILITIES**

A. The CITY shall enforce its subdivision regulations, including review and approval processes and design and construction standards, within its ETJ.

B. The CITY shall enforce in the ETJ the following Hays County Subdivision and Development Regulations attached hereto and incorporated as Attachment "A" (Chapter 701.9, Chapter 701.16, Chapter 715.3, Chapter 721, Chapter 735.5.03 and Hays County Rules for On-site Sewage Facilities Section 10-A, D, and G). As the development regulations in Exhibit "A" are amended from time to time, the County shall provide copies of such amended regulations to the City. These amended regulations shall be incorporated into and made a part of this Agreement for all purposes and shall supersede the conflicting provisions in the attached Exhibit "A."

C. If the CITY has existing ordinances establishing substantially similar standards for the subject areas of such COUNTY subdivision regulations, then the City may opt to apply the City ordinance in lieu of the corresponding COUNTY Subdivision Regulation. All City subdivision regulations not in conflict with Attachment "A" may be enforced. If either Party wishes to propose revisions in the future to subdivision regulations that apply in the ETJ, the Party will notify the other Party of the proposed change. The Parties will cooperate in determining the need for the change and its effect on this Agreement, and will adopt any change agreed to by official action of their respective governing bodies.

D. The CITY agrees to require developers to dedicate public right-of-way pursuant to the Hays County Transportation Plan as currently revised or amended, subject to applicable constitutional and statutory limitations. For subdivisions in which it appears to the CITY that a requirement for dedication of right-of-way pursuant to such Transportation Plan may exceed an applicable constitutional or statutory limitation, the CITY will notify the COUNTY, and the parties will cooperate to determine the extent of right-of-way dedication to be required, or an alternative method of securing the needed right-of-way.

When enforcing subdivision regulations in the City's ETJ, the City shall facilitate the County's road maintenance program by requiring a road standard no less than the standards set out in Attachment "A."

E. The COUNTY expressly delegates to the CITY the authority to require the preparation of a subdivision plat for the division of any property into two or more lots as required in TEX. LOCAL GOV'T CODE section 232.001, including lots larger than five acres.

F. The CITY shall deliver six copies of all plat submittals to the COUNTY for review, within five working days from the date of receipt.

G. The COUNTY shall provide the CITY with written comments regarding subdivision plats within five working days from the date of receipt, and written comments regarding construction plans within ten days from the date of receipt.

H. The CITY shall include written recommendation from COUNTY Development Services Director in agenda backup for final plat approval.

I. The CITY shall require a signature block for the current COUNTY Development Services Department Director authorizing the filing of the plat under this agreement.

J. The CITY shall deliver two copies of all recorded plats for subdivisions within the CITY's ETJ to the COUNTY within five working days of the recording of the subdivision plat.

K. The CITY shall also provide to the COUNTY a digital file of each subdivision plat compliant with the currently adopted Hays County Digital Data Submission Standards.

L. The CITY shall confer and come to agreement with the Hays County 911 Addressing Division concerning street names prior to final plat approval.

M. The CITY shall allow COUNTY inspectors access to road construction sites of subdivisions within the ETJ and the CITY shall timely submit copies of all road design materials and road construction test results to the COUNTY during road construction. COUNTY inspectors shall have inspection and approval authority over the road construction, storm water drainage construction, and water and wastewater facility construction within the right-of-way and easements. However, COUNTY inspectors may, from time to time, collaborate with CITY inspectors and delegate to CITY inspectors specific inspections duties related to road construction, stormwater drainage construction, and/or water and wastewater facility construction with the right-of-way and easements. The COUNTY may request that the CITY issue a stop-work notice if, in the COUNTY'S opinion, applicable construction standards are not being met.

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

O. The CITY shall collect and forward to the COUNTY all COUNTY subdivision fees as presently authorized or amended by the COUNTY, for services to be performed by the

COUNTY. The CITY shall have the right to charge applicants/developers reasonable fees, sufficient to cover the full cost of services provided by the CITY under this Agreement and otherwise in the administration of regulations that apply to subdivisions in the CITY's ETJ. In addition to the City's fees and in consideration of the County's performance under this Agreement, the City shall collect a \$320.00 per-lot fee for every subdivision subject to this Agreement. Subject to other taxes, fees, fines and penalties permitted by law, said \$320.00 per-lot fee shall be forwarded to the County and shall constitute full and complete compensation for County services under this Agreement.

P. If a fee, Certificate of Deposit, Letter of Credit, warranty or bond is to be forwarded to Hays County in accordance with this Agreement, the City shall promptly forward the fee, Certificate of Deposit, Letter of Credit, warranty or bond to Ms. Roxie McInnis (or her successor), Hays County Development Services Department, P.O. Box 1006, San Marcos, Texas 78667-1006. Physical address 2171 Yarrington Road.

Q. The CITY agrees to collaborate with the COUNTY regarding the interpretation of any rule or regulation delegated by the COUNTY under this agreement. Such collaboration may result in the granting of a variance on a case-by-case basis. However, the CITY shall not grant a variance to a COUNTY regulation without the consent of the COUNTY. For the purposes of this agreement, consent shall be included in the written recommendation by the COUNTY Development Services Director as required by COUNTY responsibilities defined in this agreement.

R. As an attachment to this Agreement, the CITY shall provide a current map and digital drawing file defining the legal boundaries of its corporate limits and areas of ETJ. The CITY shall notify the COUNTY of any changes to the CITY's ETJ within 10 days of the

effective date of the change, and the area covered by this agreement shall be described by a metes and bounds description and accompanied by an updated digital drawing file. Notice shall be provided by letter according to Section IV. C, below. A change in the area covered by this Agreement shall not, however, affect any rights accrued under TEX.

LOCAL GOV'T CODE Chapter 245 prior to the effective date of the change.

S. The CITY shall submit for review by the COUNTY facility planning reports supporting the proposed subdivision as required in 30 TAC Chapter 285.

T. The CITY shall review floodplain drainage analyses of FEMA regulated floodplains that are submitted in connection with proposed subdivision plats for compliance with Chapter 735 of the Hays County Development Regulations.

#### **IV. GENERAL PROVISIONS**

**A. General Administration:** Administering this Agreement and the contact person for the COUNTY shall be the Hays County Director of Development Services, or his/her representative. Administering this Agreement and the contact person and representative for the CITY shall be the CITY Manager, or his/her designee.

**B. Alteration, Amendment or Modification:** This Agreement may not be altered, amended, or modified except in a subsequent writing signed by all Parties to this Agreement. No official, agent, employee, or representative of either the COUNTY or the CITY has the authority to alter, amend, or modify the terms of this Agreement, except in accordance with express authority as may be respectively granted by either the Hays County Commissioners Court or the CITY.

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

- (a) Notices sent pursuant to this Agreement shall be sent to the Hays County

Subdivision Coordinator's Office at the following address:

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

- (b) Notices sent pursuant to this Agreement may be delivered or sent to the

CITY at the following address:

Don Ferguson (or his successor)  
City Administrator  
City of Wimberley  
P.O. BOX 2027  
Wimberley, TX 78676

- (c) To be effective, a copy of any notices sent to the COUNTY shall be sent

to the Special Counsel's Office at the following address:

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

- (d) To be effective, a copy of any notice sent to the CITY shall be sent to the

CITY Attorney at the following address:

a

a

a

a

- (e) When notices sent pursuant to this Agreement are mailed by registered or certified mail, delivery of notice shall be deemed effective three (3) working days after deposit in a U.S. mail box or at a U.S. post office.

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

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

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

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



**H. Terms used in Document:** As used in this document, the terms "Interlocal Cooperation Agreement", "Interlocal Agreement ", "Agreement", and "Contract" are synonymous.

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

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**HAYS COUNTY**

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

HONORABLE JUDGE BERT COBB, M.D.

HAYS COUNTY JUDGE

ATTEST:

\_\_\_\_\_

DATE:\_\_\_\_\_

LIZ Q. GONZALEZ, HAYS COUNTY CLERK

**EXECUTED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2015

**CITY OF WIMBERLEY**

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

STEVE THURBER, MAYOR

ATTEST:

\_\_\_\_\_ DATE: \_\_\_\_\_

DON FERGUSON, CITY ADMINISTRATOR

## **CHAPTER 701 - DEVELOPMENT REGULATIONS IN GENERAL**

### ***Sub-Chapter 9 - General Public Notice Requirements***

#### **§9.01. Communication with Precinct Commissioner**

Where individual Chapters of these Regulations require communication or contact with the Precinct Commissioner, the Applicant or the Applicant's authorized agent is required to contact the Commissioner(s) in whose precinct(s) the proposed development is located prior to the submission of the Application. This contact or communication shall consist of either written communication or a personal visit by the Applicant or the Applicant's authorized agent. The Commissioner shall establish and make available to the public a copy of contact procedures for this purpose. Commissioners may delegate contact and communication responsibilities to one or more members of their staff. If the Commissioner requests a personal visit in response to receiving written communication, the Applicant or the Applicant's authorized agent shall arrange a personal visit with the Commissioner or the Commissioner's designee at a mutually agreeable time and place. The purpose of this personal visit shall be for the Applicant to inform the Commissioner about the project and for the Commissioner to present to the Applicant any constraints or concerns associated with the project. Documentation of contact or communication with the Commissioner, including the personal visit, if requested, shall be furnished to the County in conjunction with an Application.

#### **§9.02. Notice Required**

Where individual Chapters of these Regulations require notice, the Applicant is responsible for accomplishing such notice regarding the Application or any action thereon, including any costs associated with such notice. Where the requirements of state or federal law dictate that the County actually accomplish such notice associated with an Application or any action thereon, the Applicant shall be responsible for the payment of fees and charges established by the Commissioners Court to cover the cost of such notice.

#### **§9.03. Documentation**

Where individual Chapters of these Regulations require notice, the Applicant is responsible for furnishing documentation to the County confirming that such notice was accomplished. Specific documentation requirements shall be established by the Department for each type of notice required under these Regulations.

#### **§9.04. Posted Notice**

Where individual Chapters of these Regulations require posted notice, the Applicant shall be required to notify the public upon the determination by the Department that an Application for a Development Authorization is Administratively Complete. This notice shall be accomplished through posting signs at the Subject Property. Where Posted Notice is required, no exemptions from these requirements shall be allowed. The following requirements apply to Posted Notice, where required:

- (A) Within two (2) working days of receipt of notice from the Department that an Application filed with the County has been determined to be Administratively Complete, the Applicant shall install public notice signs on the Subject Property. Signs shall remain in place on the Subject Property until a final decision is rendered on the Application by the

Commissioners Court or until such time as the Application is withdrawn, if the application is withdrawn.

- (B) Signs shall be placed within twenty (20) feet of all property boundaries fronting on a public roadway. Where the length of the boundary fronting on a public roadway exceeds one thousand feet, the signs shall be spaced no further than one-thousand feet apart. At least one sign shall be placed along each public roadway fronting the property. The Applicant shall ensure that the view of the signs is not obstructed by objects on the Subject Property and that the signs are placed where there is an unobstructed view of the signs from the public roadway. Signs are not required to be placed along property boundaries that do not front on a public roadway.
- (C) The signs shall contain the specific text required by the individual Chapter that includes the posted notice requirement. The Department shall develop and make available to the public standard language to be used for each type of posted notice required under these Regulations.
- (D) The signs shall be a minimum size of four feet by four feet, with the bottom of the sign placed at least two feet above ground level. The background of the sign shall be white. The heading on the sign shall be red letters at least three inches high, with the remaining text black letters at least 1-1/2 inches high. The sign shall also contain the reference number that is used by the Department to track the Application for which the posted notice is required. The Department shall develop and make available to the public specific signage criteria and shall make available examples of signs for each type of posted notice required under these Regulations.
- (E) The signs shall be constructed of materials that are sufficiently durable to ensure the sign remains in place and legible during the entire period that posting is required.
- (F) The Department may also, utilizing any procurement process authorized under State law, designate one or more approved vendors from whom Applicants may purchase signage to comply with these Regulations.
- (G) Signs may also be supplied by Applicants. The Department is authorized to require review by the Department of any signs supplied by the Applicant. The Department may require that such signs supplied by the Applicant be replaced, at the Applicant's expense, if the Department determines that the signs supplied by the Applicant do not strictly conform to the requirements of these Regulations and published Department criteria.
- (H) It shall be the responsibility of the Applicant to submit documentation to the Department that the signs have been properly installed and to periodically check sign locations to verify that signs remain in place and have not been vandalized or removed. The Applicant shall immediately notify the County of any missing or defective signs. It is unlawful for a person to alter any notification sign or to remove it while the case is pending; however, any removal or alteration that is beyond the control of the Applicant shall not constitute a failure to meet notification requirements. If signs are removed, damaged or become illegible, the Applicant shall replace the signs within three (3) working days.

### **§9.05. Written Notice for Political Subdivisions and Contiguous Properties**

Where individual Chapters of these Regulations require written notice, the Applicant shall be required to notify affected political subdivisions and the owners of Contiguous Properties through written notice. The following provisions apply to Written Notice, where required:

- (A) The written notice must include a map clearly showing the boundaries and general location of the proposed development and major roadways in the vicinity.
- (B) The written notice must include a general description of the nature of the proposed development, including identification of the Applicant and the Permittee and a general description of the nature of the activities for which approval is being requested.
- (C) The written notice must also include any additional information required by the individual Chapter that includes the written notice requirement.
- (D) The Applicant shall forward copies of any written notice to any other parties to the application, including the Permittee and/or the owners of the Subject Property.

### **§9.06. Identification of Affected Political Subdivisions**

Where written notice is required to be submitted to an affected political subdivision, as part of its technical review of a completed application the Department shall identify all political subdivisions affected by the Application for which it has available records. The list of affected political subdivisions shall at a minimum include any political subdivision within whose boundaries the Subject Property is located. If the Subject Property is not located within the boundaries of an emergency services or management district, a school district, a water utility district, or a wastewater utility district, the nearest such district shall be included in the list of affected political subdivisions. The address for notice purposes for each affected political subdivision shall be the address furnished by the Department to the Applicant.

### **§9.07. Identification of Contiguous Property Owners**

Where written notice is required to be submitted to owners of Contiguous Property, the applicant shall identify all owners of Contiguous Property that are not parties to the Application. The identified owners for the Contiguous Properties shall be those owners on file with the Hays Central Appraisal District (HCAD) within thirty (30) days prior to the date the Application is filed. The address of the identified owners for notice purposes shall be the address on file with the HCAD.

### **§9.08. Delivery of Written Notice**

The following requirements apply to the delivery of Written Notice, where required:

- (A) The person may deliver the written notice in person, by express courier or by depositing the notice with the United States Postal Service (USPS), postage paid. Personal delivery and delivery by express courier shall be confirmed by a written acknowledgement of receipt by the party to whom the written notice was delivered or their authorized agent. Mailed notice deposited with the USPS shall be sent certified with return receipt requested. Mailed notice may be confirmed by the receipt returned by the USPS. In instances where the person to receive Written Notice has requested that the person making the Written Notice submit such Written Notice via electronic media, the person making such Written Notice may deliver that notice via electronic media. All instances

of Written Notice delivered via electronic media must be confirmed in writing or by receipt of an affirmative reply from the recipient via electronic media. Nothing in this section shall be construed to require the issuance of Written Notice via electronic media.

- (B) Where written notice is required to affected political subdivisions, within ten (10) working days of receipt of notice from the Department that the Application has been determined to be Administratively Complete and the Department's providing the Applicant with a list of affected political subdivisions, the Applicant shall provide written notice of the proposed development to each of the affected political subdivisions.
- (C) Where written notice is required to owners of Contiguous Properties, within ten (10) working days of the filing of the application, the Applicant shall provide written notice of the Application to each of the owners of Contiguous Property that are not parties to the Application.
- (D) Within ten days of providing such written notice under these Regulations, the Applicant shall provide copies of the notification and proof of notice delivery to the Department.

### **§9.09. Published Notice**

Unless otherwise required under individual chapters, where published notice is required, it shall be accomplished in a newspaper of general circulation in the County at least two (2) times. For published notice of Applications, such notice shall be published within thirty (30) calendar days of filing the Application. For published notice of the consideration of action on any aspect of an Application, such notice shall be published during the period beginning on the 30th calendar day and ending on the 7th calendar day prior to such consideration. To document publication of the required notice, the person having such notice published shall submit an original, signed publisher's affidavit demonstrating actual publication.

### **§9.10. Review of Public Notice by the County**

The County may review any and all procedures used by the Applicant or others to accomplish public notice under these Regulations. The County shall require additional public notice for any public notice deemed by the County as not in compliance with these Regulations. The County may suspend the processing of any application for which the County determines that public notice was not accomplished in substantial compliance with these Regulations. The Applicant or Permittee shall be responsible for the costs of such additional public notice required as a result of failing to publish notice in substantial compliance with these Regulations.

### **§9.11. Additional Public Notice by the County**

Where these regulations require notice, the County may accomplish additional public notice of any Application or pending action on such Application using whatever means it may deem appropriate and as required by federal, state or local law. Any such costs for this additional public notice shall be the responsibility of the County. Additional public notice by the County may include, but is not limited to, posting notice on the Commissioners Court agenda, posting notice in conjunction with other posted notices at County facilities, posting on any electronic medium maintained or used by the County, or inclusion of such notice in any announcement or communication performed by the County. Except where required by law, such additional public notice by the County will be at the discretion of the Commissioners Court. The Department shall also distribute all written and published public notice required under these Regulations to those

persons on the Department maintained public distribution list in accordance with Subchapter 10 of this Chapter.

### ***Sub-Chapter 16 - Coordination with “911” Addressing System***

This subchapter shall govern the coordination required with the “911” Addressing System prior to issuance of a Development Authorization by the County.

#### **§16.01. Communication with County “911” Coordinator**

Prior to submitting an Application, the Applicant or the Applicant’s authorized agent is required to contact the County “911” Coordinator to confirm the suitability of the naming and designation of proposed roadways and to establish procedures for identifying the “911” addresses for the subdivision. Applications for subdivisions must confirm the suitability of the name and designations in conjunction with the Preliminary Plan.

#### **§16.02. Additional Coordination**

The County “911” Coordinator may require the Applicant to coordinate “911” addressing information with the Hays County Sheriff, municipal police and fire departments, emergency services districts (ESDs) and any other emergency response agencies authorized to operate in the County whose response might be requested during an emergency.

#### **§16.03. Approval Required**

Prior to the issuance of a Development Authorization by the County, the Applicant shall submit evidence of approval by the County “911” Coordinator for the following:

- (A) The proposed names or designations for new roadways, shared access easements or shared access driveways associated with any Application to the County for a Development Authorization. The County “911” Coordinator is hereby authorized to withhold approval of names or designations that the coordinator determines are very similar to existing names or designations or which may otherwise contribute to confusion in names or designations in a way that may hinder emergency response.
  - (1) When names or designations are allowed to change on a continuous street, street signs must be placed in a clear and unambiguous manner, so as not to hinder emergency response.
- (B) If “911” addresses have not previously been established for the proposed development, in conjunction with the final Development Authorization, the County shall establish a “911” address for each lot or component of the development served by a Regulated Roadway, shared access easement or shared access driveway associated with that development. If the development plan includes multiple habitable structures located on the same lot (e.g. a multi-unit residential housing unit, a Manufactured Home Rental Community, a multi-unit commercial development, etc.), a “911” address shall be established for each habitable structure. The “911” addresses shall be established by the County “911” Coordinator.

## **CHAPTER 715 - WATER AND WASTEWATER AVAILABILITY**

### ***Sub-Chapter 3 - Water Availability***

#### **§3.01. Applicability**

The following developments are exempted from the requirements to certify water availability under these Regulations. The County encourages exempted developments to comply with these Regulations.

- (A) Exempted subdivisions as defined under §701.3.01.
- (B) Exempted Manufactured Home Rental Communities as defined under §745.2.01.
- (C) The following categories of non-exempt subdivisions are not required to demonstrate water availability, subject to the inclusion of a plat note prohibiting further non-exempt subdivision or re-subdivision for a period of five (5) years following the filing of the Final Plat:
  - (1) All non-exempt subdivisions of five (5) lots or less in which all lots average at least two (2) acres.
  - (2) All subdivisions of ten (10) lots or less in which all lots are larger than ten (10) acres.

#### **§3.02. Items Common to All Water Availability Demonstrations**

The following items shall be addressed in all water availability demonstrations prepared under these regulations, regardless of the source(s) utilized:

- (A) An estimate of the amount of water demand throughout all phases of development supported by engineering calculations based on the anticipated timetable for full build-out, including a statement describing the level of fire protection afforded to the proposed phase(s) of the development;
- (B) A statement as to whether there are plans for alternative or backup water service; if so, an identification of the alternative or backup water source;
- (C) A description of any anticipated new water facility improvements required to serve the development;
- (D) A map showing the proposed location of all water facilities throughout all phases of development as well as the proposed water service area, including any TCEQ-approved service area boundaries of a water service provider operating under a Certificate of Convenience and Necessity (CCN) within the boundaries of the proposed subdivision;
- (E) An estimated timetable for completion of all facilities; and,
- (F) Based on the information available at the time the application is submitted, the anticipated owner(s) and operator(s) of all water facilities throughout all phases of development shall be identified and included in the application.

#### **§3.03. Notification for All Developments Utilizing Local Groundwater**

This Subchapter addresses the requirements that Subdivisions and Manufactured Home Rental Communities must meet to demonstrate water availability using Local Groundwater for the purposes of obtaining a Development Authorization from the County. These Regulations do not



include the details for requirements on the withdrawal and use of groundwater that may originate from the regulations of other entities. The public is hereby notified that portions of Hays County are within the jurisdiction of other governmental entities, including Groundwater Conservation Districts and the Edwards Aquifer Authority, which regulate the withdrawal and use of groundwater under direct authority from the State of Texas, independent from the authority of Hays County. Within their statutory authority, these other governmental entities may impose requirements in addition to those contained in these Regulations. The Department shall cause to be included in any Development Authorizations issued under these Regulations a notice that valid limitations imposed by these other authorized entities are incorporated as a special provision into the terms of the County's Development Authorization and may be enforced as such by the County. The Department shall also develop and publish requirements for incorporating into the Record Documents notice of the requirements of these other governmental entities.

Where applicable federal, state or local statutes require Applicants to submit water availability certifications to other governmental entities, the Applicant shall document compliance with these requirements. Where the Department is made aware of applicable regulations of other entities, the Department shall process any Application as requesting a variance where that Application is determined to not be in compliance with such other regulations. It is the intention of these Regulations that all Applications be processed, to the extent authorized under State law, to not conflict with Groundwater Management Area planning efforts, established sustainable yields, desired future conditions, and managed available groundwater volumes.

#### **§3.04. Procedures for Department Coordination with the Applicable Groundwater Conservation District**

For all water availability demonstrations which rely in whole or in part on Local Groundwater, the Department shall ensure that a copy of the water availability demonstration is submitted to the applicable groundwater conservation district(s) [GCD] for review and comment. Where the Applicant is required to make such a submittal under §715.3.03, the Department shall forward to the GCD within ten (10) working days of receipt, a written request for review and comment on the portion of the availability demonstration relying on Local Groundwater. Where such submittal to the GCD is not otherwise required by the Applicant, the Department shall forward the information to the GCD within ten (10) working days of receipt, with a written request for review and comment on the portion of the availability demonstration relying on Local Groundwater. If the Department has not received written comments from the GCD within fifteen (15) working days, the GCD shall be considered as having waived the opportunity for review and comment on the availability demonstration. The Department shall consider all comments received from the GCD and may request such additional information from the Applicant as the Department deems appropriate in response to these comments. The Department shall include a summary of any comments timely received from the applicable GCD in any report made to the Commissioners Court on an Application. If the County has adopted a Memorandum of Understanding (MOU) with any GCD, the Department shall follow the procedures outlined in the MOU.

### **§3.05. Water Availability Demonstrations Using Individual Private Water Wells Producing Local Groundwater**

In addition to the requirements outlined in §715.3.02, Applicants requesting approval to utilize one or more individual private water wells using Local Groundwater to serve the proposed development shall construct at least two wells (one test well and one monitor well). Use of existing wells will be permitted if the wells fully meet these regulations. Well analyses shall be performed by a Texas licensed professional engineer or Texas licensed professional geoscientist, qualified to perform the hydrogeological testing, geophysical well logging and aquifer pump testing. The following information shall be provided to Commissioners Court for each well tested.

- (A) Identify the hydrogeologic formation by well driller's log and approved geophysical logging methods. Provide a map and list of all known wells within 1,000 feet of the proposed subdivision boundaries (or a distance where measurable drawdown effects from the proposed subdivision well are expected). Each well is to be located by latitude and longitude.
- (B) The Certification of Groundwater Availability For Platting Form as required by the TCEQ rules on Groundwater Availability Certification for Platting at 30 Tex. Admin. Code Section 230.3. The Department shall require an applicant to submit any engineering calculations, studies or other data supporting the statements contained in the Certification of Groundwater Availability For Platting Form.

Individuals marketing the development shall provide each purchaser or renter with a statement describing the extent to which water and wastewater service will be made available, and how and when such service will be made available.

### **§3.06. Additional Requirements for Subdivisions Served by Individual Water Wells Producing Local Groundwater in Priority Groundwater Management Areas**

Applicants requesting approval to utilize individual private water wells producing Local Groundwater to serve proposed new development in a Priority Groundwater Management Area, as that term is defined by the Texas Commission on Environmental Quality, shall be subject to the following additional requirements:

- (A) The person preparing the groundwater availability certification shall document that they obtained available information on historical water levels and known water wells from the applicable Groundwater Conservation District.
- (B) The person preparing the groundwater availability certification shall perform a walking receptor survey around the perimeter of the Subject Property to identify the visual location of apparent undocumented water wells and to visually confirm the presence of documented water wells within five hundred (500) feet of the boundaries of the subject property.
- (C) The person preparing the groundwater availability certification shall estimate the average annual recharge (per acre) in the vicinity of the Subject Property using a Groundwater Availability Model (GAM) reviewed and approved by the Texas Water Development Board.

- (D) The person preparing the groundwater availability certification shall utilize the estimated annual average recharge rates (developed under §715.3.06.C) to determine the total estimated annual recharge for the footprint area of the Subject Property. The estimated annual recharge for the Subject property shall be compared to the projected annual groundwater withdrawal, to assess whether the projected withdrawal exceeds the estimated recharge. For developments where the projected withdrawal exceeds estimated recharge, the Applicant shall take one or more of the following steps:
- (3) Comply with the minimum lot size requirement of 6.00 acres, as presented in Table 705.05.01;
  - (4) Provide a supplemental demonstration of water availability based on an Other Water Supply System and prorate the minimum lot size requirement using 6.00 acres for the percentage provided by Local Groundwater and the otherwise applicable value from Table 705.05.01 for the Other Water Supply System; or,
  - (5) Subject to the requirements of §715.3.06(F), secure the future development rights for currently undeveloped property in a quantity sufficient to balance the groundwater withdrawal for the Subject Property with overall recharge from the Subject Property and other property, and provide Written Notice, as outlined in Chapter 701, to the owners of all proximate property for which a groundwater well is documented or discovered during the walking receptor survey and the owners of any other documented well within one-quarter mile of the Subject Property, that the projected groundwater use for the proposed development is being offset through the acquisition of additional property. The Department shall make available to the public standardized notice language for this purpose.
- (E) For developments where the availability of groundwater is limited to less than the flow required to support fully developed conditions, the Applicant shall include in the Water and Wastewater Service Plan the procedures to be utilized to limit groundwater withdrawal to the certified available quantity.
- (F) Property outside the Subject Property that is used for the purpose of balancing the groundwater withdrawal for the Subject Property shall comply with the following conditions:
- (6) Eligible additional property must recharge to the same aquifer zone as the Subject Property and be within the same PGMA.
  - (7) All such additional property shall be subject to a conservation easement or equivalent legal mechanism structured to prohibit in perpetuity its future subdivision or development. The easement or instrument shall be granted to the public and shall be held by the County or other non-profit legal entity recognized by the County as custodian for the County. Such easement or instrument shall be in such form and under such conditions as are acceptable to the County.
  - (8) For properties located within the jurisdiction of public entities having zoning authority, the Applicant shall provide documentation that the zoning for the additional property is “agricultural”, “open space” or other equivalent zoning that allows little to no development of the additional property.

- (9) The additional property shall either be contiguous to the Subject Property or located within five (5) miles of the Subject Property.
- (10) Additional property that is contiguous to the Subject Property may be considered as providing the same recharge as the Subject Property.
- (11) Additional property that is not contiguous but is located within five (5) miles of the Subject Property shall be considered as providing seventy five percent (75%) of the recharge provided by the Subject Property.
- (12) In instances where the Applicant proposes to secure the development rights from a property (the originating property) that is outside the jurisdiction of the County and within the jurisdiction of one or more local governmental entities, the Applicant must provide documentation of the written approval of the transfer from each such local governmental entity with jurisdiction over the originating property.

**§3.07. Water Availability Demonstrations Utilizing a new TCEQ public water supply system:**

In addition to the requirements outlined in §715.3.02, Applicants proposing to serve a development through a new public water supply system shall include the following information in the Water and Wastewater Service Plan:

- (A) If water service is to be provided by a municipal utility district or other special purpose district that has not been created as of the filing of the Preliminary Plan, a detailed description of the proposed district boundaries, a timetable for creation of the district, and identification of the proposed organization of the district.
- (B) Prior to the final approval of the development (e.g. the final plat or the Infrastructure Development Plan), the Applicant shall supply a letter to the Department from the water service provider certifying that they have the authority to provide water service; that there will be sufficient capacity to serve all phases of the proposed development; and that all required agreements have been executed.
- (C) Within ten (10) working days of receiving this supply letter, the Department shall notify in writing all governmental entities which the Department has record of having jurisdiction over any aspect of water supply to the proposed development requesting their comments on the letter. In instances where the water service provider does not own or otherwise control the source(s) of supply, the Department may require that the Applicant obtain supporting documentation certifying the availability of adequate supply from the actual water supply source(s) in addition to the information required to be provided by the water service provider. The Department shall include in any Development Authorization a Special Provision recognizing the requirements of any other governmental entity with established jurisdiction over the proposed development. Any disputes between the Applicant, water service provider and other governmental jurisdictions shall be heard by the Commissioners Court.
- (D) For developments within the jurisdiction of a Groundwater Conservation District that utilize groundwater in their demonstration, a formal groundwater availability analysis, in accordance with 30 TAC 230, shall be completed, along with a statement acknowledging that all applicable requirements of the GCD will be met.

### **§3.08. Water Availability Demonstrations Utilizing an existing TCEQ-permitted public water supply:**

If wholesale or retail water service is to be provided by an existing water utility or other existing water service provider, an applicant shall submit a written statement from the existing provider containing the following:

- (A) A description of the authority of the existing provider to serve the proposed phase of development.
- (B) A statement as to whether the existing provider has available capacity to serve the proposed phase of development, including a statement describing the level of fire protection afforded to the proposed phase(s) of the development.
- (C) A description of the type of water service to be provided (wholesale or retail) and a timetable for the providing of such service to the proposed development.
- (D) Identification of any anticipated water supply or service agreements that will need to be executed prior to the provision of service.
- (E) Prior to the final approval of the development (e.g. the final plat or the Infrastructure Development Plan), the applicant shall supply a letter to the Department from the utility provider certifying that they have the authority to provide water service; that there will be sufficient capacity to serve all phases of the proposed development; and that all required agreements have been executed.
- (F) Within ten (10) working days of receiving this supply letter, the Department shall notify in writing all governmental entities which the Department has record of having jurisdiction over any aspect of water supply to the proposed development requesting their comments on the letter. In instances where the water service provider does not own or otherwise control the source(s) of supply, the Department may require that the Applicant obtain supporting documentation certifying the availability of adequate supply from the actual water supply source(s) in addition to the information required to be provided by the water service provider. The Department shall include in any Development Authorization a Special Provision recognizing the requirements of any other governmental entity with established jurisdiction over the proposed development. Any disputes between the Applicant, water service provider and other governmental jurisdictions shall be heard by the Commissioners Court.

### **§3.09. Water Availability Demonstrations Utilizing Rainwater Harvesting**

In addition to the requirements outlined in §715.3.02, Applicants proposing to serve a development through rainwater harvesting shall include the following information in the Water and Wastewater Service Plan:

- (A) Estimates of the water availability from rainwater harvesting shall be based upon the “The Texas Manual on Rainwater Harvesting”, published by the Texas Water Development Board, or other industry standard sources acceptable to the Department.
- (B) Water demand estimates for demonstrations involving rainwater harvesting, including demonstrations utilizing multiple water sources, may not be lower than the largest value of the following:

- (13) The maximum water usage rates for “water conserving households” identified by the American Water Works Association, “Residential End Uses of Water”;
  - (14) A total of forty five (45) gallons per person per day;
  - (15) A total of one hundred fifty (150) gallons per dwelling unit per day.
- (C) The Water and Wastewater Service Plan shall include a standardized design for a rainwater harvesting system, prepared by a Texas licensed professional engineer, using design parameters applicable to the location of the Subject Property. This standardized design shall be based on a prototype representative of actual conditions anticipated to be present in the proposed development, including typical structure sizes and materials of construction. The standardized design shall include schematic plans, drawings and descriptions for the various component parts of the prototype system, and shall include any minimum requirements (e.g. minimum storage tank sizes) and appropriate adjustment factors to be used for each component to account for the range of differing sizes and configurations of structures anticipated to be present in the proposed development.
  - (D) The Water and Wastewater Service Plan shall include a standardized operations and maintenance plan for a rainwater harvesting system, prepared by a Texas licensed professional engineer. This operating and maintenance plan shall be based on the prototypical design and shall describe in detail the operating and maintenance requirements for each component of the prototypical rainwater harvesting system.
  - (E) The Water and Wastewater Service Plan shall clearly identify any water conservation measures and use limitations used in estimating the water demand and shall include the provisions to be utilized to ensure that the end users of the rainwater harvesting systems are aware of the need to follow these restrictions.
  - (F) Where rainwater harvesting constitutes the sole source of water supply for the development, the Applicant shall incorporate sufficient restrictions (including deed restrictions and plat notes) into the development documents to ensure that subsequent owners or users of the property do not install or utilize groundwater wells, until an updated water availability demonstration is approved documenting sufficient groundwater is available.

## **CHAPTER 721 - ROADWAY STANDARDS**

### ***Sub-Chapter 1 - Applicability***

#### **§1.01. Applicability**

This Chapter shall govern the following items related to Regulated Roadways within the County:

- (A) The design and construction of all Regulated Roadways as defined in Chapter 701.
- (B) The minimum roadway widths and building set back lines for Regulated Roadways.

#### **§1.02. Legal Authority**

Legal Authority for adopting and enforcing the regulations in this Chapter is granted to the County under TLGC in Chapters 231, 232 and 234, and under the Texas Transportation Code (TTC) Chapters 251, 286 and 545.

#### **§1.03. Approval Required**

Approval of the Commissioners Court is required prior acceptance by the County of Regulated Roadways. Separate approval is required under Chapter 751 for any use of existing County facilities, including roadway rights-of-way, which are not part of the Application for a Development Authorization.

### ***Sub-Chapter 2 - Roadway Classifications***

#### **§2.01. Basis for Classification**

Regulated Roadways shall be classified based on the criteria established in “A Policy on Geometric Design of Highways and Streets”, latest edition, as developed by the American Association of State Highway and Transportation Officials (AASHTO). For the purposes of these Regulations, regulated roadways shall be designed to handle the average daily traffic (ADT) estimated to occur for a period of twenty (20) years following completion of construction of the roadway, with the pavement sections and widths required to accommodate the design ADT at the applicable speed limits adopted by the County. At a minimum, pavement sections and widths shall conform to the suggested minimum requirements established by AASHTO for the specified classification of roadway. Roadways shall also be classified under TTC Chapter 251. Roadway classification information is included in Table 721.02.

#### **§2.02. Country Lane**

A Country Lane shall be a one or two lane paved roadway, without improved shoulders, and considered a Special Purpose Road with a design capacity of up to 100 ADT in accordance with AASHTO design standards, and third-class roadways in accordance with TTC Chapter 251.

#### **§2.03. Local Roadway**

A Local Roadway shall be a two lane paved roadway, with improved shoulders or curb and gutter, and considered a Local Rural Road with a design capacity of between 101 and 1,000 ADT in accordance with AASHTO design standards, and third-class roadways in accordance with TTC Chapter 251.

#### **§2.04. Urbanized Local Roadway**

An Urbanized Local Roadway shall be a two lane paved roadway, with improved shoulders or curb and gutter, and considered a Special Purpose Road with a design capacity of up to 1,000 ADT in accordance with AASHTO design standards and third-class roadways in accordance with TTC Chapter 251.

#### **§2.05. Minor Collector**

A Minor Collector shall be a two lane paved roadway, with improved shoulders or curb and gutter, and considered a Rural Collector with a design capacity of 1,001 to 2,500 ADT in accordance with AASHTO design standards, and may be either second-class or third-class roadways in accordance with TTC Chapter 251.

#### **§2.06. Major Collector**

A Major Collector shall be a two lane or larger paved roadway, with improved shoulders or curb and gutter, and considered a Rural Collector with a design capacity of 2,501 to 5,000 ADT in accordance with AASHTO design standards, and may be either first-class or second-class roadways in accordance with TTC Chapter 251.

#### **§2.07. Minor Arterial**

A Minor Arterial shall be a two lane or larger paved roadway, with improved shoulders or curb and gutter, and considered a Rural Arterial with a design capacity of 5,001 to 15,000 ADT in accordance with AASHTO design standards, and may be either second-class or third-class roadways in accordance with TTC Chapter 251.

#### **§2.08. Major Arterial**

A Major Arterial shall be a two lane or larger paved roadway, with improved shoulders or curb and gutter, and considered a Rural Arterial with a design capacity of greater than 15,000 ADT in accordance with AASHTO design standards, and may be either first-class or second-class roadways in accordance with TTC Chapter 251.

### ***Sub-Chapter 3 - Public Roadways***

#### **§3.01. Dedication to Public**

Any dedication of a roadway to the County for public use shall be accomplished using one of the methods allowed under Chapter 701, Subchapter 11. No dedication shall be effective until the record document is recorded. In no event shall any private lot extend into a dedicated public roadway.

#### **§3.02. Publicly Maintained and Dedicated Roadways**

Roadways dedicated to the public (Public Roadways) shall be required in all developments approved under these Regulations, except those satisfying the criteria for private roadways, as set forth below. All such Public Roadways shall be paved and shall be Regulated Roadways designed and constructed in accordance with the specifications set forth in Chapter 721, Subchapter 5. The boundary lines of all subdivision Lots fronting onto a publicly dedicated right-of-way shall be contiguous with the boundary of the right-of-way.



### **§3.03. Construction of Public Roadways**

Public Roadways shall be considered public infrastructure, subject to the requirements of Chapter 731. Unless interim authorization for construction is obtained under Chapter 731, construction of public roadways shall not commence until such time as a Development Authorization has been issued by the County on an Application filed under these Regulations.

### **§3.04. Connections to Public Roadways under the Jurisdiction of Other Entities**

Certain Regulated Roadways and appurtenances governed by these Regulations may require connection to or construction on or within the right-of-way of public roadways under the jurisdiction of other public entities, including the Texas Department of Transportation (TXDOT), or any other authorized state or federal government entity. All construction and access to these roadways conducted in conjunction with a development authorized under these Regulations shall comply with the requirements of the entity having jurisdiction over the affected public roadway.

## ***Sub-Chapter 4 - Private Roadways***

### **§4.01. General Requirements for Private Roadways**

All private roadways qualifying as Regulated Roadways (Regulated Private Roadways) shall be designed and constructed in accordance with the standards in Chapter 721, Subchapter 5 for Public Roadways. All Regulated Private Roadways shall have a surface suitable for all-weather access to all portions of the proposed development served by such Regulated Private Roadway.

### **§4.02. Criteria for Determining Private Roadway Status**

Regulated Private Roadways shall be permitted only in conjunction with a development approved under these Regulations if they satisfy each of the following criteria:

- (A) The person(s) responsible for the operation and maintenance of the Regulated Private Roadway has executed an agreement with the Commissioners Court acknowledging responsibility for such operation and maintenance;
- (B) The executed agreement includes financial assurance, as required by the Commissioners Court; and,
- (C) Lots within the development served by the Regulated Private Roadway shall have an average size greater than 5 acres; or.

The Commissioners Court has entered into an approved Development Agreement with the Owner or Permittee regarding the development of a master-planned community of no fewer than fifty (50) residential Lots.

### **§4.03. General Requirements for Maintenance of Private Roadways**

Development Authorizations that include the use of Regulated Private Roadways shall be subject to a maintenance agreement with the County. The person(s) responsible for maintenance under the agreement may be the Owner of the Subject Property, the Permittee, or another person or entity acceptable to the County. The following provisions apply to Regulated Private Roadways:

- (A) The following note shall be conspicuously displayed on the Record Documents filed in conjunction with the Development Authorization:

[Owner], by filing this Record Document, and all future owners of this property, by purchasing such property, acknowledge and agree that Hays County shall have no obligation whatsoever to repair or accept maintenance of the roadways shown on this approved development plan until and unless [Owner] and/or the property occupants or tenants have improved the roadways to the then current standards required by Hays County and the roadways have been accepted for maintenance by formal, written action of the County Commissioners Court and the roadways, with all required right-of-way and building setbacks, have been dedicated by the owners thereof, and accepted by the County, as public roadways. [Owner] and all future owners of property within the limits of the approved development plan shall look solely to the [Owner or Entity entering into Maintenance Agreement with the County] for future maintenance and repair of the roadways included in this development plan; and

- (B) Any restrictive covenants establishing a responsibility for roadway operation and maintenance shall be placed on record concurrently with the recording of the Record Documents.
- (C) Regulated Private Roadways shall be operated and maintained to allow unrestricted ingress/egress by the occupants of the property and service providers, including emergency services. The maintenance agreement with the County shall include enforcement provisions for Regulated Private Roadways that are not properly operated and maintained.

#### **§4.04. Additional Requirements for Private Roadways to be Maintained by an Association**

Concurrently with the filing of an Application for a Development Authorization that will include Regulated Private Roadways, the Applicant shall submit the following:

- (A) Ready-for-execution copies of the articles of incorporation and bylaws of the homeowners or property owners association; and,
- (B) The minimum annual assessments that will be imposed upon members of the association.

### ***Sub-Chapter 5 - Standards for Regulated Roadways***

#### **§5.01. Applicability**

Regulated Roadways are defined in Chapter 701, and include all roadways associated with an Application for a Development Authorization under these Regulations, including existing public roadways that are being connected or modified to accommodate the effects of a proposed development, new roadways dedicated to the public as part of a Development Authorization, new private roadways, shared access easements, and shared access driveways used for emergency services access as a part of a Development Authorization, and driveways, utilities, storm water management facilities or other facilities within the right-of-way of a Regulated Roadway.

#### **§5.02. Design Requirements**

All Regulated Roadways and related improvements shall be designed and installed so as to provide, to the maximum extent feasible, a logical system of utilities, drainage and roadways and

to permit continuity of improvements to adjacent properties. A Roadway Design Report, prepared by a Texas licensed professional engineer, certifying compliance with these Regulations and other applicable standards shall be prepared and submitted with the Application.

### **§5.03. Minimum Rights of Way and Building Setbacks**

All Regulated Roadways shall comply with the established minimum right-of-way widths and building setback lines based on the roadway classification. Above-grade construction is prohibited within the established building setback lines. Building setback lines apply on each side of a Regulated Roadway. The established minimum right-of-way widths and building setback lines are presented in Table 721.02, below.

### **§5.04. Design and Construction Standards**

- (A) The classification and construction standards for all Regulated Roadways shall be determined according to the Average Daily Traffic anticipated for the roadways. The Roadway Design Report shall include estimates of the Average Daily Traffic (ADT) before and after the proposed development. The methodology for estimating ADT shall be based on recognized industry standards, including those utilized by the Texas Department of Transportation (TXDOT) and AASHTO. The post-development ADT shall be based on the maximum number of Lots that would be permitted in the approved development plan.
- (B) The geometric requirements for Regulated Roadways shall be identified in the Roadway Design Report and shall be designed to accommodate the design ADT of the roadway. The minimum geometric standards for Regulated Roadways are summarized in Table 721.02.
- (C) The design and construction of all Regulated Roadways shall conform to the Hays County Specifications for Paving and Drainage Improvements, as adopted by the Department, and shall include all necessary improvements, including necessary signage and traffic control devices. All signage and traffic control devices shall conform to the “Texas Manual of Uniform Traffic Control Devices,” latest edition, as adopted by TXDOT. Speed bumps are not authorized as traffic control devices on Public Roadways. Pedestrian elements (e.g. sidewalks, crosswalks, access ramps, etc.) for projects in Public Roadways shall comply with the accessibility requirements of the Texas Department of Licensing and Regulation (TDLR), and if required, shall be submitted to TDLR for review and approval.
- (D) Incentive for Lots Larger than Five Acres. As an incentive to developers to create lots larger than five acres and to reduce their associated development costs, Country Lane roadways may be constructed, without calculation of the Average Daily Traffic, if all Lots with frontage or access onto the roadway are (i) larger than five acres in size, (ii) restricted by a note on the Record Document limiting development to one single family dwelling unit per Lot and prohibiting TCEQ Regulated Development, and (iii) the application is approved by the Department.
- (E) Incentives for Bicycle Paths and Lanes. If portions of a Local Roadway or Minor Collector are set aside and appropriately designated for the use of bicycles (or a separate bike path is constructed parallel to the roadway), then the amount of right-of-way dedicated to such bicycle use shall be credited against the width of required shoulders and

the Department may reduce the estimated Average Daily Traffic per Lot in determining the design criteria for the roadway served by the bicycle path/lane, in an amount determined appropriate by the Department.

- (F) Clearance of Right-of-Way. Upon request by the Owner, the Department shall, to the extent it is safe and prudent to do so, permit preservation of trees of greater than ten inches (10") in diameter, measured one foot from the ground (or the replanting of trees by the Owner), within rights of way of roadways classified as Country Lanes, Local Roadways and Minor Collectors, with greater preservation of trees permitted along roadways with the lower design speed. The Owner shall be responsible for affixing reflectors or other safety devices to any trees preserved within the right-of-way.

#### **§5.05. Access to Regulated Roadways**

Except with respect to Lots served by Shared Access Driveways, each Lot shall have the minimum direct frontage onto a Regulated Roadway set forth below and Driveways shall be spaced no closer than the minimum space intervals set forth below, depending on the classification of road onto which the Lot has frontage and the driveway has access. All such driveways shall conform to the Hays County Driveway Specifications, as adopted by the Department.

- (A) Incentive for Qualifying Lots. Qualifying Lots will be exempt from the minimum lot frontage and driveway spacing requirements specified above if approved by the Department and Commissioners Court with due regard to safety concerns. A Qualifying Lot is any Lot that (i) is restricted by plat note to development of a single family residence, (ii) has direct access onto a Regulated Roadway and (iii) satisfies the minimum Lot size requirements set forth in these Regulations either through actual lot size or lot size averaging.
- (B) Flag Lots. Flag lots shall generally not be permitted, except if approved by the Commissioners Court as consistent with the intent and spirit of these Regulations. The Department shall advise the Commissioners Court if a proposed Lot constitutes a "flag lot" and the Commissioners Court shall, in reviewing all the circumstances, make the final determination.

#### **§5.06. Commercial Driveways**

Driveways serving commercial development shall be spaced at the minimum intervals of one hundred fifty feet (150'). Joint-use driveways may be utilized in situations that limit the number of driveway access permits that are issued by either the State of Texas or Hays County to a public roadway, or where safety concerns provide a satisfactory explanation for its use.

#### **§5.07. Shared Access Driveways**

Up to one (1) Lot without independent access to a Regulated Roadway may obtain access to a Regulated Roadway by means of a Shared Access Driveway if approved by the Commissioners Court. An additional two (2) Lots having independent access to a Regulated Roadway may also share the use of the Shared Access Driveway. Shared Access Driveways are intended as a means to provide flexibility in the development process, preserve the rural character of the land and avoid excessive infrastructure costs when such costs would provide little or no social benefit. Shared Access Driveways are not intended to serve as a substitute for interior roads. Excessive

use of Shared Access Driveways will not be permitted. Any application proposing shared access driveways shall also satisfy the following requirements:

- (A) A plat note must be conspicuously displayed on the plat stating:
  - (16) All lots served by a Shared Access Driveway are restricted to one single family residence per lot and if any other Development of a Dwelling Unit occurs on any of the Lots obtaining access through the Shared Access Driveway, then such new Dwelling Unit must be constructed on a separately platted lot with direct frontage onto and physical access to a Regulated Roadway prior to construction of the Dwelling Unit. A duplex will not be considered a single family residence for purposes of this subparagraph.
  - (17) The owners of the Single Family Residences obtaining access through the Shared Access Driveway shall be solely responsible for all maintenance of the driveway, including maintaining any drainage structures associated with the driveway. The driveway must be maintained at all times in a condition that will permit unencumbered vehicular access by emergency vehicles.
- (B) Each of the Lots sharing the use of the Shared Access Driveway shall hold equal, indivisible and unrestricted rights in the Shared Access Driveway, which rights shall be established by recorded easement and the easement shall run with the land of each of the benefited Lots. The easement instrument shall clearly state each Lot's pro rata responsibility with respect to future maintenance or repairs of the Shared Access Driveway.
- (C) The Shared Access Driveway shall be no longer than one quarter mile in length and must have a minimum distance of (a) 200 feet from any other driveway entering onto the Regulated Roadway and (b) 500 feet from any other Shared Access Driveway.
- (D) The Shared Access Driveway shall have a name or designation approved by the County "911" Coordinator and a separate "911" address shall be established as for each Lot which relies on a Shared Access Driveway for access.
- (E) Up to three (3) Lots not having independent access to a Regulated Roadway may share a Shared Access Driveway with up to two (2) Lots having independent access to a Regulated Roadway if all other requirements of this are met and all Lots using or adjacent to the Shared Access Driveway are larger than five acres in size and restricted by Plat note limiting development to one single family residence per Lot and prohibiting TCEQ Regulated Development.

#### **§5.08. Coordination with "911" Addressing System**

If not previously established, all Applications for Development Authorization submitted to the County that include a new or altered Regulated Roadway, shared access easement, or a shared access driveway shall obtain approval for the names and/or designations for such roadways, easements or driveways from the County "911" Coordinator, in accordance with Chapter 701, Subchapter 16. The Applicant shall also establish a "911" address for all lots or components of the development served by a Regulated Roadway, shared access easement or shared access driveway associated with that development, in accordance with Chapter 701, Subchapter 16.

### **§5.09. Speed Limits for Regulated Roadways**

- (A) If not previously established, all Applications for Development Authorization submitted to the County that include a new or altered Regulated Roadway, shared access easement, or a shared access driveway shall establish an appropriate maximum speed limit for such roadways, easements or driveways. Such established maximum speed limits shall not be greater than the maximum speed limits authorized under TTC Chapter 545.352 but shall not be less than the lower maximum speed limits authorized under TTC Chapter 545.355 for the specific type of roadway under consideration. For roadways with speed limits that are established at less than the maximum speed limits authorized under TTC Chapter 545.352, the Roadway Design Report shall include an explanation of the reasons for the reduced maximum speed limits.
- (B) Speed limits shall not take effect until such time as the County approves and issues the Development Authorization under which those speed limits were established and signage indicating the established speed limit(s) is actually posted along the roadway.

### **§5.10. Construction Quality Assurance for Regulated Roadways.**

The Permittee shall submit document all required inspections and tests at the completion of each phase of construction of the roadway. Construction Quality Assurance testing shall comply with the following:

- (A) Tests on all components of the pavement system, including plasticity index, tests for compacted density, depth of base, distribution of asphalt, and other quality assurance tests required by the County's adopted roadway construction specifications.
- (B) It is the responsibility of the Permittee to coordinate all inspections and laboratory tests with the Department and not to proceed with construction until proper inspections and tests have been obtained.
- (C) Any laboratory tests and test holes shall be at the expense of the Permittee.
- (D) In no event will any subsequent component be placed on the roadway until the underlying components have been approved in writing by the Department.

**Table 721.01 – Design Requirements Based on Roadway Classification**

Functional Classification	Country Lane	Local Roadway	Urbanized Local Roadway	Minor Collector	Major Collector	Minor Arterial	Major Arterial
AASHTO Classification	Special Purpose	Local Rural	Special Purpose	Rural Collector	Rural Collector	Rural Arterial	Rural/Urban Arterial
Average Daily Traffic (ADT - one way trips*)	Not more than 100	101-1000	Not more than 1000	1001-2500	2501-5000	5001-15000	More than 15,000
Design Speed (mph)	25 mph	25 mph	25 mph	35 mph	45 mph	55mph	**
No. of Travel Lanes	2	2	2	2	2	4	**
Turn Lanes	No	No	No	No	**	**	**
Min. ROW Width (ft)	50	60	40	60	80	100	**
Building Setback (ft)	10	25	10	25	50	50	50
Width of Travelway (ft)	18	20	18	22	24	48	**
Width of Shoulders (ft)	2	4	2	5	6	8	**
Minimum Centerline Radius (ft)	200	300	200	375	675	975	**
Min. Tangent Length between Reverse or Compound Curves (ft)	50	100	50	150	300	500	**
Min. Radius for Edge of Pavement at Intersections (ft)	25	25	25	25	25	25	**
Intersection Street Angle Range	80-100	80-100	80-100	80-100	80-100	80-100	**

(degrees)							
Max. Grade (%):	11	11	10	10	9	8	**
Min. Street Centerline offset at Adjacent Intersections (ft)	110	125	110	125	125	125	**
Min. Stopping Sight Distance (ft)	175	175	175	250	350	550	**
Min. Intersection Sight Distance (ft)	250	250	250	350	450	550	**
Ditch Foreslope Grade	4:01	4:01	4:01	5:01	5:01	6:01	**
Ditch Backslope Grade	3:01	3:01	3:01	4:01	4:01	4:01	**
Min. Cul-de-sac ROW/ Pavement Radius (ft)	70/45	70/45	70/45	70/45	N/A	N/A	N/A
Min. "T" End ROW/ Pavement Length (ft)	80/65	80/65	80/65	N/A	N/A	N/A	N/A
Min. "T" End ROW/ Pavement Width & Radius (ft)***	40/20	40/20	40/20	N/A	N/A	N/A	N/A
Min. Lot Frontage (ft)	30	50	30	100	150	150	150
Min. Drive Spacing (ft)	50	50	50	75	120	120	120
Notes:  * ADT shall be based on an average of 10 one-way trips per dwelling unit per day for residential lots. ADT calculations for commercial or other lots shall approved by the Department on a case-by-case basis.							



\*\* Noted elements shall be approved by the County Engineer on a case-by-case basis.

\*\*\* “T” End Designs must conform to minimum AASHTO Standards

AASHTO – American Association of State Highway and Transportation Officials

Building Setback – Minimum building setback, in feet, applicable to each side of the roadway

## **CHAPTER 735 - FLOOD DAMAGE PREVENTION**

### ***Sub-Chapter 5 - Provisions for Flood Hazard Reduction***

#### **§5.03. Standards for Subdivision Proposals**

- (A) All subdivision proposals including the placement of manufactured home parks and subdivisions shall be consistent with this Chapter, and shall be approved by the County Floodplain Administrator prior to issuance of the Development Authorization by the County. Plat specifications and details for submission will be governed by Chapter 705 and other applicable provisions of these Regulations.
- (B) All proposals for the development of subdivisions including the placement of manufactured home parks and subdivisions shall meet the requirements this Chapter.
- (C) Base flood elevation data shall be generated for subdivision proposals and other proposed development including the placement of manufactured home parks and subdivisions which is are greater than 50 lots or 5 acres, whichever is lesser, if not otherwise provided pursuant to this Chapter.
- (D) All subdivision plats shall have the Floodplain and Floodway clearly delineated on the plat and, where appropriate, shall have the lowest floor elevations for all lots located within Flood Hazard Areas.
- (E) All subdivision Applications including the placement of manufactured home parks and subdivisions shall include provisions for adequate drainage as required under Chapter 725, to reduce exposure to flood hazards.
- (F) All subdivision Applications including the placement of manufactured home parks and subdivisions shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate flood damage.
- (G) All subdivision Applications which include land which is encroached by areas of special flood hazard, must include the placement of a permanent benchmark indicating the elevation relative to mean sea level. The benchmark must be located within the platted property, and must be indicated on the subdivision plat.

## **ORDER ADOPTING RULES OF HAYS COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES**

### **Section 10. AMENDMENTS.**

The County of Hays, Texas, wishing to adopt more stringent Rules for its On-Site Sewage Facilities, understands that the more stringent local Rule shall take precedence over the corresponding Texas Commission on Environmental Quality requirements if local rules provide greater public health and safety protection. Listed below are the more stringent Rules adopted by Hays County, Texas.

#### **A. Definitions.**

The following terms shall have the corresponding meaning:

1. Dwelling Unit Equivalent – An estimated quantity of wastewater from a non-residential source that is equivalent to that generated from a three (3) bedroom residential dwelling unit, or 300 gallons per day, whichever is greater.
2. Qualified OSSF Inspector – An individual with a current license from the TCEQ as an Installer or a Maintenance Provider, as those terms are defined under 30 TAC Chapter 285 who also holds a current National Association of Wastewater Transporters (NAWT) or National Sanitation Foundation (NSF) certification as an on-site sewage facility inspector within one year of the effective date of these rules. Texas licensed professional engineers and Texas registered sanitarians may also inspect existing OSSFs, subject to the requirements of 30 TAC Chapter 285.
3. Department – Hays County Development Services Division
4. Groundwater Supply System – Any water supply system that obtains greater than one-third of its overall supply from Groundwater. This classification of water supply systems is further subdivided into Public Groundwater Supply Systems and Private Groundwater Supply Systems. Public Groundwater Supply Systems are any systems designated a Public Water System by the Texas Commission on Environmental Quality. Private Groundwater Supply Systems are any systems that do not qualify as a Public Groundwater Supply System, including, but not limited to, individual water supply wells.
5. Surface or Rainwater Collection System – A water supply system in which greater than two-thirds of the total water obtained is from a “surface” source, rainwater collection, or groundwater from an aquifer that is located entirely outside of Hays County. In the event any water supply system relies on Groundwater for greater than one-third, but not more than one-half, of its total water supply, the Commissioners Court may, on a case-by-case basis, approve an application to consider such water supply system to be a “Surface or Rainwater Collection System.”
6. Private Well – Any water well other than a Public Well. This definition includes Non-Public Local Groundwater Supply Systems which are Local Groundwater Supply

Systems that do not qualify as a Public Local Groundwater Supply System, including, but not limited to individual water supply wells.

7. Public Well – A water well providing piped water for human consumption and defined as a "Community Water System" or a "Public Water System" under Chapter 290 of the Texas Administrative Code.
8. Rainwater Harvesting System – An individual potable water supply system approved by the Department and having rainwater as its source and designed to provide for any or all of the domestic water requirements, including irrigation.

#### **D. Facility Planning**

All of the terms and provisions of 30 TAC §285.4 are incorporated within the Rules of Hays County except as expressly amended below.

1. Land Planning, Site Evaluation and Minimum Lot Sizing. The following requirements shall apply to all lots on which an OSSF is to be utilized:
  - (A) A platted or unplatted single family residential lot shall have a surface area of at least the acreage designated in Table 10-1 below.
  - (B) Small Multi-Unit Residential Developments. Multi-unit residential developments with four or fewer individual dwelling units, including duplexes, may utilize lots smaller than the acreages set forth in Table 10-1, provided:
    - (1) site specific evaluation materials, for a central system or individual systems, are prepared by a Texas licensed professional engineer or a Texas registered professional sanitarian and submitted to the Department for review and approval; and,
    - (2) there is no more than one (1) dwelling unit for each TCEQ minimum lot acreage and no more than two (2) dwelling units for each minimum lot size as designated in Table 10-1 below.
  - (C) Other Multi-unit Residential Developments and Non-Residential Developments. Platted or unplatted lots used for multi-unit residential developments with more than four dwelling units, including apartment complexes, groups of rental dwelling units and lots used for non-residential purposes (e.g. office, commercial, industrial or institutional uses) producing domestic wastewater:
    - (1) shall have a minimum lot size of 1.0 acres and a total surface acreage of at least one (1) acre for each dwelling unit equivalent (DUE) per day; and,
    - (2) the on-site sewage facilities for these developments shall be designed based on site specific evaluation materials.
  - (D) OSSFs serving Manufactured Home Rental Communities and Recreational Vehicle Parks where spaces are rented or leased and are not subdivided for

individual sale may be designed in accordance with Subsection (1)(C) above of this Section D.

(E) Condominium Complexes. Condominium complexes utilizing on-site sewage facilities shall meet the following requirements:

(1) The Owner applying for the OSSF permit shall identify the person who will be legally responsible for compliance with all applicable OSSF requirements. The application for OSSF permit shall include a sworn (notarized) statement from such legally responsible person attesting that such person accepts full legal responsibility for compliance with all applicable OSSF requirements. In the event the designated legally responsible party fails or refuses to comply with any applicable OSSF requirements, the Department may institute appropriate enforcement action against that person, or against one or more of the following parties who the Department determines to be responsible for the noncompliance: (i) the owner or manager of the condominium complex; (ii) the owner of one or more individual condominium units; (iii) the legally constituted condominium owners association for that condominium; (iv) a maintenance company/provider contracted to provide maintenance for the noncompliant OSSF.

(2) All requirements set forth in this Section D apply to condominium complexes.

(3) Each individual condominium unit shall be equipped with a flow meter capable of measuring the wastewater flow from that unit or a flow meter capable of measuring the water usage for that unit.

(4) Maintenance of the OSSF for a condominium complex is subject to the applicable maintenance, testing and reporting requirements of TCEQ's Chapter 285 Rules and all maintenance shall be provided by a Maintenance Company/Provider registered with TCEQ under such rules.

(F) Where multiple sources of water apply to one lot, the larger of the two (2) minimum lot sizes shall govern.

(G) In instances where the actual design of the OSSF system proposed for use dictates a larger minimum lot size required, such larger minimum lot size shall apply.

2. Lot Size Averaging. Only platted development may take advantage of these averaging provisions. The minimum acreage requirements set forth in Table 10-1 below may be obtained by averaging the size of all Lots within a platted development so long as the only Lots with acreage exceeding the minimum set forth in such table that may be included in the averaging calculation shall be:

(A) Lots reserved by plat note for use as parkland or open space, or a private greenbelt in which all owners or residents of the subdivision hold an equal, unrestricted and indivisible right of access and use; or,

- (B) Lots larger than five acres restricted by a plat note prohibiting all development other than one Single Family Residence or other development excluded from the term "Regulated Activities" under the Edwards Aquifer Rules of the TCEQ (30 TAC Chapter 213), but without regard to the aquifer over which the development occurs.
3. Notwithstanding the averaging allowed above or anything else to the contrary in this Order, no on-site sewage facility shall be permitted on any Lot smaller than the minimum lot size permitted under Chapter 366 of the Texas Health and Safety Code and the TCEQ Regulations promulgated thereunder (30 TAC Chapter 285).

**Table 10-1 – Minimum Lot Sizes (in Acres) for OSSFs**

<b>Location</b>	<b>Water Service</b>	<b>Advanced</b>	<b>Conventional</b>	<b>TCEQ Min.</b>
EARZ [1]	Surface or Rainwater Collection System	1.50	2.00	1.00 [4]
EARZ	Public Groundwater Supply System[2,8]	2.50	4.50	1.00 [4]
EARZ	Private Well	3.00	5.00	1.00 [4,6]
EACZ [3]	Surface or Rainwater Collection System	1.00	1.50	0.50 [5]
EACZ	Public Groundwater Supply System	1.50	2.50	0.50 [5]
EACZ	Private Well	2.00 6.00[8]	3.00 6.00[8]	1.00 [6]
Any Other	Surface or Rainwater Collection System	0.50 1.00 [7]	1.00	0.50 [5] 1.00 [6]
Any Other	Public Groundwater Supply System	1.00	1.50	0.50 [5]
Any Other	Private Well	1.50 6.00[8]	2.00 6.00[8]	1.00 [6]

**Notes:**

1. Edwards Aquifer Recharge Zone as defined in 30 TAC §213
2. A Public System is a Public Water System as defined in 30 TAC §290
3. Edwards Aquifer Contributing Zone as defined in 30 TAC §213
4. TCEQ Minimum lot size as per 30 TAC §285.40(c)
5. TCEQ Minimum lot size as per 30 TAC §285.4(a)(1)(A)
6. TCEQ Minimum lot size as per 30 TAC §285.4(a)(1)(B)
7. Minimum lot size for use of surface application system as per 30 TAC §285.33(d)(2)
8. Applicable to new subdivisions and Manufactured Home Rental Communities served by individual private water wells located within the Priority Groundwater Management Area as defined by Texas Commission on Environmental Quality and required to demonstrate water availability as required by Hays County under the authority granted to the County under the Texas Water Code and the Texas Local Government Code.

4. A lot may contain multiple habitable structures and qualify as a single family residential lot if it meets the following criteria:
  - (A) In addition to the primary dwelling unit, the lot may be occupied by additional habitable structures or dwelling units (e.g. garage apartments, pool houses, guest cottages, etc.) with useable floor space less than fifty percent (50%) of the floor space of the primary dwelling unit;
  - (B) The additional habitable structures are not offered for public use or rental; and,
  - (C) All such additional habitable structures are precluded from sale or transfer separate from the primary dwelling unit.
5. Existing small lots or tracts that do not meet the minimum lot size requirements of this section and will serve one single family dwelling may be approved for an OSSF in accordance with the following requirements:
  - (A) Any lot, regardless of the date of platting or subdivision, must be of adequate size to accommodate the proposed system, including an effluent dispersal area that complies with effluent loading requirements of 30 TAC §285.91, Table I, and the system must be designed and operated in accordance with the remaining requirements of 30 TAC §285.
  - (B) For lots or tracts platted or subdivided before March 14, 1977, an OSSF may be permitted on a lot of any size.
  - (C) For lots or tracts platted or subdivided on or after March 14, 1977, but before June 14, 1984, an OSSF may be permitted on a lot of at least twenty thousand (20,000) square feet in size;
  - (D) For lots or tracts platted or subdivided on or after June 15, 1984, but before August 29, 1997;
    - (1) If the lot has a soil depth of less than four (4) feet to bedrock or to groundwater or if the percolation rate exceeds forty five (45) minutes per one (1) inch, the minimum lot size shall be thirty thousand (30,000) square feet; or,
    - (2) If the lot has both a soil depth of less than four (4) feet to bedrock or to groundwater and a percolation rate exceeding forty five (45) minutes per one (1) inch, the minimum lot size shall be forty thousand (40,000) square feet.
  - (E) For lots or tracts platted or subdivided on or after June 15, 1984, but before August 29, 1997, an OSSF may be permitted on a lot with a minimum size in compliance with 30 TAC §285.4 or §285.40, as applicable, which meets the requirements of 30 TAC §285.31 and the Hays County Regulations that were in effect at the time.

- (F) For lots or tracts platted or subdivided on or after August 29, 1997, and before the effective date of this Order, an OSSF may be permitted on a lot with a minimum size in compliance with Table 10-1 above, which meets the requirements of 30 TAC §285.31. An exception is the Edwards Aquifer Contributing Zone which only applies to the Barton Springs Segment of the Contributing Zone.

## **G. Innovative Development**

Innovative development, such as “planned unit development” style developments, are encouraged and will be considered on a case by case basis, upon the submission of the following with a preliminary plan application for subdivision approval:

1. Site Evaluation Materials demonstrating that such an innovative development is appropriate in light of lot sizes, soil or other conditions;
2. Site Specific Materials; and,
3. Site Plan to be recorded with Record Plat, which shall state the future development of the Property shall be in accordance with the Site Plan. The Site Plan shall designate the type of development permitted on each Lot, the location of buildings, paved areas, green belts and on-site sewage facilities (including drainage fields) on each Lot; and all other materials required under 285.30 of the Rules, as applicable. As provided in Section 285.6 of the Rules, cluster systems are not authorized.

The Commissioners Court may approve an application for innovative development permitting minimum lot acreage below those required in Table 10-1 upon a finding that the proposed development will provide equivalent protection of the public health and environment as development in accordance with these Regulations and that the lot acreage meet the TCEQ minimum.



## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Discussion and possible action to extend Precinct 3 lease in Wimberley.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

CONLEY

N/A

#### SUMMARY

The Precinct 3 office lease expires at the end of October 2015

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Discussion and possible action to accept the recommendations of the Benefits Committee for the 2016 medical plans.

#### ITEM TYPE

ACTION-MISCELLANEOUS

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

0

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

Baen

#### SPONSOR

COBB

#### CO-SPONSOR

INGALSBE

#### SUMMARY

Presentation on the committee's recommendation will be presented in court.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Discussion and possible action to grant a discretionary exemption of the competitive bidding procedures pursuant to TLGC 262.024 (a) (1), (2) or (3) for the Post Road/Blanco River temporary bridge.

ITEM TYPE	MEETING DATE	AMOUNT REQUIRED
ACTION-MISCELLANEOUS	October 13, 2014	0

#### LINE ITEM NUMBER

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#### AUDITOR USE ONLY

##### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: BILL HERZOG

REQUESTED BY	SPONSOR	CO-SPONSOR
Borcherding	WHISENANT	N/A

#### SUMMARY

In order to address the emergency situation regarding construction of a temporary bridge on Post Road at the Blanco River, this action is necessary. The unique nature of this project, the emergency situation brought on by the Memorial Weekend Flood, and the limited availability of railcars and qualified bidders warrants this Court action.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### 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 acquisition in Wimberley for the Precinct 3 Office in Hays County. Possible action to follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

CONLEY

N/A

#### SUMMARY

Summary to be provided in Executive Session.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### 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 and related cost on or near Fischer Store Road and Haschke Road in Hays County. Possible action may follow in open court.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

Conley

#### SPONSOR

CONLEY

#### CO-SPONSOR

N/A

#### SUMMARY

Summary to be provided in Executive Session.

## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding the performance and duties of the Veterans Service Officer, Fire Marshall, Emergency Management Coordinator, IT Director, Human Resources Director, Transportation Director, General Counsel, Elections Administrator, Development and Community Services Director, and Grants Administrator.

#### ITEM TYPE

EXECUTIVE SESSION

#### MEETING DATE

October 13, 2015

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

#### SPONSOR

#### CO-SPONSOR

COBB

N/A

#### SUMMARY