Commissioners Court -October 28, 2008
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **28TH day of October, 2008**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

INVOCATION:

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

	Towns of the	
56.2		PRESENTATIONS & PROCLAMATIONS
1	1-2	Adopt a Proclamation declaring the month of November 2008 Home Care and Hospice Month.
		SUMTER

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.

	EVIANA	CONSENT ITEMS
0.00	er gef aptr un	The following may be acted upon in one motion. A <u>Commissioner, the County Judge, or a Citizen</u> May request items be pulled for separate discussion and/or action
2	3	Approve payments of county invoices. HERZOG
3	4-8	Approve Commissioner Court Minutes of October 21, 2008. SUMTER/FRITSCHE
4	9	Approve renewal of Bid #2007-B01 A/C and Heating Services Countywide with Avatt Services Inc. for one (1) additional year as provided in original bid. SUMTER/ HERZOG/MAIORKA/KNOTT
5	10	Approve renewal of Bid #2007-B08 Brush Cutting and Other Services with Asplundh Tree Expert Company for one (1) additional year as provided in the original bid. SUMTER/ HERZOG/MAIORKA/KNOTT
6	11-13	Approval to purchase replacement of 20" floor machine in the amount of \$995.00 and amend budget accordingly. SUMTER/HERZOG/MAIORKA/LITTLEJOHN
7	14-16	Approve purchase of a roll-a-way table with benches for the Juvenile Detention Center in the amount of \$3945.00 and amend budget accordingly. SUMTER/HERZOG/MAIORKA/LITTLEJOHN
8	17-19	Approve purchase of a cage for Transport Van for Juvenile Detention Center in the amount of \$600.00 and amend budget accordingly. SUMTER/HERZOG/MAIORKA/LITTLEJOHN
9	20-28	Approve specifications for Bid #2009-B05 "Lightbars/Sheriff Department Police Vehicles" and authorize purchasing to solicit for bid and advertise. SUMTER/ HERZOG/MAIORKA
10	29-30	Authorize the County Judge to sign the renewal Contract between Hays County and Indigent Healthcare Solutions (IHS). SUMTER/RODRIGUEZ
11	31-36	Approve and authorize County Judge to execute a copier contract with IKON Office Solutions. SUMTER/WARNER/RODRIQUEZ

8	ACTION ITEMS					
RO	ROADS					
12	37	Hold a Public Hearing with possible action to establish traffic regulations (speed limit) on CR 158. INGALSBE/BORCHERDING				
13	38-39	Hold a public hearing with possible action to establish traffic regulations in Rim Rock subdivision, Phase 3, Section 3. FORD/BORCHERDING				



SUBDIVISIONS

14	40-41	08-2-36 Carl Dietz Subdivision, Replat of lot 1 (6 lots); Consider approval of Final Plat.
		BARTON/GARZA

MISCELLANEOUS

	JOEEEAN	
15	42-44	Discussion and possible action to set aside the remaining \$8.7 million in Parks and Open Space Bond funds for habitat protection for the golden-cheeked warbler and/or black-capped vireo. SUMTER
16	45	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement with CTMC for removal of dirt and debris to assist in the relocation of the walking trail. INGALSBE/JEPSON
17	46-56	Discussion and possible action authorizing the County Judge to enter in to a joint funding agreement with the US Geological Survey for supplemental water quality monitoring on certain contributing zone creeks and water wells in the Barton segment of the Edwards Aquifer. FORD
18	57	Discussion and possible action to authorize purchasing to accept bids for the sale of the courthouse generator. SUMTER/HERZOG
19	58-60	Discussion and possible action authorizing County Judge to sign contract amendment with Trust for Public Land (TPL) for services with Sandra Tassell as approved by court on 9-30-08 for an amount not to exceed \$10,000, plus reimbursement of any travel expenses. FORD
20	61-88	Discussion and possible action to approve Change Order Requests for additional, unbudgeted items relating to special needs in Tax Assessor-Collector and Justice of the Peace offices for Pct 4 new office building. FORD/CARAWAY
21	89-97	Discussion and possible action regarding a Resolution requesting TCEQ to consider the Petition for Rulemaking as submitted by the Barton Springs/Edwards Aquifer Conservation District and the City of Austin regarding prohibition of effluent discharge in the Contributing Zone of the Barton Springs segment of the Edwards Aquifer. FORD

WORKSHOP

22	: 9	98	10:00 AM: Presentations by the two highest ranked Engineering firms for the Hays County
			Water/Wastewater Facilities Planning Study. Discussion and possible action may follow.
			SUMTER/HAUFF/MAIORKA

EXECUTIVE SESSIONS

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

23	99	Executive Session pursuant to Section 551.072 of the Texas Government Code, regarding the
		possible purchase, lease, or value of real property in Hays County for the purposes of
		endangered species habitat protection. Possible action to follow in open Court. FORD

ADJOURNMENT

Posted by	5:00 o'clock P	P.M. on the	24TH day of	October 2008

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

AGENDA ITEM: Care and Hospid	Adopt a Proclamation declaring the month of November 2008 Homes Month.
CHECK ONE:	☐ CONSENT ☐ ACTION ☐ EXECUTIVE SESSION
	□ WORKSHOP X□ PROCLAMATION □ PRESENTATION
PREFERRED ME	ETING DATE REQUESTED: October 28, 2008
AMOUNT REQU	
LINE ITEM NUM	BER OF FUNDS REQUIRED:
REQUESTED BY	
SPONSORED BY	SUMTER
SUMMARY: See	attached



111 E. San Antonio Street San Marcos, Texas 78666

2008 Home Care and Hospice Month PROCLAMATION

WHEREAS, home care services provide high quality and compassionate health care services to those in need, especially at times of community or personal health care crisis; and

WHEREAS, home care is the most preferred method of health care delivery among disabled, elderly, and chronically ill individuals eager to live independently in their own homes as long as they possibly can; and

WHEREAS, home care in Texas is a growing alternative to hospitalization or other institution-based forms of health care for acute and chronic illnesses, providing care to hundreds of thousands of Texans each year; and

WHEREAS, hospice care provides humane and comforting support for terminally ill patients and their families, including pain control, palliative medical care, and social, emotional and spiritual services; and

WHEREAS, hospice fulfills basic human needs of feeling comfortable in familiar surroundings and of attaining physical and emotional peace during the last stage of life; and

WHEREAS, there is a need to increase public discussion about advances in pain control and the care options available to individuals of all ages, race, and backgrounds who are at the end of life; and

WHEREAS, the Texas Association for Home Care and home care and hospice providers in Texas have declared November 2008 as "Home Care and Hospice Month" with the theme of "Home Care: The Power of Choice, the Comfort of Home" and are calling on all Texans to observe this occasion with appropriate ceremonies and activities;

Now, therefore, We, the Hays County Commissioners Court do hereby proclaim November 2008 as "HOME CARE AND HOSPICE MONTH" and encourage the support and participation of all citizens in learning more about the home care and hospice philosophy of care for the elderly, disabled and the terminally ill.

Hays County Judge Liz Sumter

ADOPTED ON THIS 28th DAY OF October, 2008.

Debbie Ingalsbie
Commissioner Precinct 1

Will Conley
Commissioner Precinct 3

Karen Ford
Commissioner Precinct 4

Linda Fritsche, County Clerk

Hays County Commissioners' Court

2:00 p.m. Every Wednesday

Request forms are due in the County Judge's Office

AGENDA ITEM: A	Approve payment of county invoices.
CHECK ONE:	X CONSENT ACTION EXECUTIVE SESSION
7910	□ WORKSHOP □ PROCLAMATION □ PRESENTATION
PREFERRED ME	ETING DATE REQUESTED: 10/28/08
AMOUNT REQUI	RED: None
LINE ITEM NUM	BER OF FUNDS REQUIRED: As attached.
REQUESTED BY:	: Auditor's Office
SPONSORED BY:	
SUMMARY:	A

Hays County Commissioners' Court 9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

AGENDA ITEM: A	APPROVE COMMISS	SIONERS COURT MINE	JTES OF OCTOBER 21, 2008
CHECK ONE:	X CONSENT	_ ACTION _ E	EXECUTIVE SESSION
	□ WORKSHOP	☐ PROCLAMATION	□ PRESENTATION
PREFERRED MEI	ETING DATE REQU	ESTED: OCTOBER 28	,2008
AMOUNT REQUI	RED:		
LINE ITEM NUM	BER OF FUNDS REC	QUIRED:	
REQUESTED BY:			
SPONSORED BY:	SUMTER		
SUMMARY:			



STATE OF TEXAS * COUNTY OF HAYS *

ON THIS THE 21ST DAY OF OCTOBER A.D., 2008, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER

DEBBIE GONZALES INGALSBE

JEFFERSON W. BARTON

WILL CONLEY

KAREN FORD

LINDA C. FRITSCHE

COUNTY JUDGE

COMMISSIONER, PCT. 1

COMMISSIONER, PCT. 3

COMMISSIONER, PCT. 4

COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Barton gave the invocation and Commissioner Ford led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order. Commissioner Ingaisbe was not present at this time.

25659 ADOPT A PROCLAMATION DECLARING OCTOBER 26, 2008 AS LIVESTRONG CHALLENGE DAY IN HAYS COUNTY

A motion was made by Commissioner Ford, seconded by Judge Sumter to adopt a Proclamation declaring October 26, 2008 as Livestrong Challenge Day in Hays County. All present voting "Aye". MOTION PASSED

Commissioner Ingalsbe came to the meeting at this time.

PARK/TRANSFER STATION DEPARTMENTAL PRESENTATION TO THE COURT BY JERRY PINNIX

Parks Director Jerry Pinnix spoke of property that was purchased for parkland next to the Dudley Johnson Park and Randall Vetters Park. The City of San Marcos is a partner in the project which will provide soccer fields. Phase 1 is currently 60% completed. Jerry Pinnix spoke of recycling throughout the county. He spoke of household hazardous waste disposal event that was held along with the City of San Marcos.

25660 AUTHORIZE THE ELECTIONS OFFICE TO INCREASE THE PAY OF ELECTION WORKERS [T1-340]

Elections Administrator Joyce Cowan requested increase in pay for election workers. A motion was made by Commissioner Ford, seconded by Commissioner Barton to authorize the Election Office to increase the pay of election workers as follows: \$10 per hour for Early Voting Clerks, Central Count Workers and Election Day Judges, \$900 per hour for Alternate Judges, and \$8.00 per hour for Election Clerks. All voting "Aye". MOTION PASSED

Clerk's Note: Agenda Item #14 RE: (08-3-51 - 18 LOTS) MUSTANG VALLEY SUBDIVISION SECTION 1 APPROVE FINAL PLAT AND ACCEPT CONSTRUCTION FISCAL SURETY IN THE AMOUNT OF \$301,424.01, FOR STREET AND DRAINAGE IMPROVEMENTS WAS PULLED.

Clerk's Note: Agenda Item #15 RE: {08-3-52 - 4 LOTS} MUSTANG VALLEY SUBDIVISION SECTION 3 - APPROVE FINAL PLAT was PULLED.

PUBLIC COMMENTS

[T1-445] David Glenn and Jim McMeans made public comment regarding water availability in the Mustang Valley Subdivision. Jack Hollon (Hays Trinity Groundwater Conservation District) and David Baker (Executive Director of the Wimberley Valley Watershed Association) made public comment regarding water availability study for the Mustang Valley Subdivision. Commissioner Conley spoke of reasons for pulling Mustang Valley Subdivision action this date. A process is needed when there is a difference of opinion between scientists.

25661 APPROVE PAYMENTS OF COUNTY INVOICES

County Auditor Bill Herzog requested the addition of invoice in the amount of \$266,919 for the Dripping Springs Youth Sports Association. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve county invoices in the amount of \$659,105.14 plus additional invoice in the amount of \$266,919 as presented by the County Auditor. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED

OCTOBER 21, 2008

VOLUME T PAGE 889

25662 APPROVE COMMISSIONER COURT MINUTES OF OCTOBER 14, 2008

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve Commissioner Court Minutes of October 14, 2008 as presented by the County Clerk Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED

25663 APPROVE SPECIFICATIONS FOR BID #2009-B04 "METAL PIPE" AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve specifications for Bid #2009-B04 "Metal Pipe" and authorize purchasing to solicit for bid and advertise. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED

25664 APPROVE UTILITY PERMITS ON TOM GREEN SCHOOL ROAD, GREEN MEADOWS DRIVE, AND OLD GOFORTH ROAD

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve utility permit #01989 on Tom Green School Road to Verizon Wimberley: permit #01990 on Green Meadows Drive to Verizon Wimberley; permit #01986 on Old Goforth Road to Verizon Wimberley. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED

25665 APPROVE CANCELLATION OF COMMISSIONERS COURT ON NOVEMBER 11, 2008

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve cancellation of Commissioners Court on November 11, 2008. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED

25666 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A QUIT CLAIM DEED FOR PROPERTY ON WAYSIDE DRIVE

During the early 90's a bond road program acquired property along Wayside Drive. One parcel seems to have never changed ownership. Action by the Court to accept this Quit Claim Deed will properly assign ownership of this property to the County and will remove the parcel from the tax roles. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to authorize the County Judge to execute a Quit Claim Deed for property on Wayside Drive. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED

25667 APPROVE PURCHASE OF COURTROOM FURNITURE USING FUNDS FROM COUNTY-WIDE OFFICE EQUIPMENT

Purchase of courtroom chairs was intended from FY 2008 funds; however, delivery of chairs was not made until after fiscal year end 9/30/08. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve purchase of courtroom furniture using funds from county-wide office equipment. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED

Clerk's Note: Agenda Item #6 RE: APPROVE SPECIFICATIONS FOR RFQ #2009-P01 "ENGINEERING SERVICES FOR CONSTRUCTION OF TURN LANES ON BEEBEE ROAD AND DACY LANE" AND AUTHORIZE PURCHASING TO SOLICIT FOR PROPOSAL AND ADVERTISE was PULLED.

25668 PUBLIC HEARING AND ACTION TO ESTABLISH TRAFFIC REGULATIONS ON WREN HAVEN DRIVE [T1-807]

Judge Sumter declared the public hearing open. No public input was received and the public hearing was closed. Resource Protection and Transportation Planning Director Jerry Borcherding gave staff recommendation for "No Parking" signs on either side of Wren Haven Drive. A motion was made by Commissioner Ford, seconded by Commissioner Conley to establish traffic regulations of "No Parking" signs on either side of Wren Haven Drive. All voting "Aye". MOTION PASSED

OCTOBER 21, 2008

25669

(00-4-071 - 68 LOTS) RIM ROCK PHASE I SECTION 4 - APPROVE FINAL PLAT ACCEPT FISCAL SURETY IN THE AMOUNT OF \$16,782.70 FOR RE-VEGETATION OF THE STREET AND DRAINAGE IMPROVEMENTS [T1-827]

Subdivision Coordinator Clint Garza gave staff recommendation for final plat approval. Phase 1 Section 4 consists of 68 single family residential lots. A motion was made by Commissioner Ford, seconded by Commissioner Barton to approve final plat and accept fiscal surety in the amount of \$16,782.70 for revegetation of the street and drainage improvements for Rim Rock Phase 1 Section 4. All voting "Aye". MOTION PASSED

25670

ACCEPT ROAD CONSTRUCTION AND DRAINAGE IMPROVEMENTS AND ACCEPTANCE OF THE MAINTENANCE BOND FOR TWO YEARS FOR RIM ROCK SUBDIVISION PHASE 1 SECTION 4 [T1-870]

Resource Protection and Transportation Planning Director Jerry Borcherding gave staff recommendation. A motion was made by Commissioner Ford, seconded by Judge Sumter to accept road construction and drainage improvements and acceptance of the maintenance bond in the amount of \$141,894.30 for two years for Rim Rock Subdivision Phase 1 Section 4. All voting "Aye". MOTION PASSED

25671

ALLOW OUT OF STATE TRAVEL FOR JEFF TURNER, EMERGENCY MANAGEMENT COORDINATOR, TO ATTEND A CENTER FOR DOMESTIC PREPAREDNESS COURSE IN ANISTON, ALABAMA [T1-908]

Emergency Management Coordinator Jeff Turner spoke of there being no cost to the county for this training. A motion was made by Judge Sumter, seconded by Commissioner Conley to allow out of state travel for Jeff Turner Emergency Management Coordinator to attend a Center for Domestic Preparedness Course in Aniston, Alabama. All voting "Aye". MOTION PASSED

25672

ALLOW OUT OF STATE TRAVEL FOR JEFF TURNER, EMERGENCY MANAGEMENT COORDINATOR, TO ATTEND EMERGENCY MANAGEMENT INSTITUTE COURSE E915: IEMC: HOMELAND SECURITY PREP. & RESP. [71-1006]

Emergency Management Coordinator Jeff Turner spoke of changes in the date from March 23-26, 2009 to March 2-5, 2009 and location from Emmitsburg Maryland to Aniston Alabama. A motion was made by Judge Sumter, seconded by Commissioner Ford to allow out of state travel for Jeff Turner Emergency Management Coordinator to attend Emergency Management Institute Course E915: IEMC: Homeland Security Prep. & Resp. on March 2-5, 2009 in Anniston Alabama. All voting "Aye". MOTION PASSED

25673

AUTHORIZE THE COUNTY JUDGE TO EXECUTE A LEASE AND MAINTENANCE AGREEMENT WITH PITNEY BOWES FOR A 3-STATION D1380 LETTER FOLDER/INSERTER FOR USE IN THE HAYS COUNTY TAX ASSESSOR/COLLECTOR'S OFFICE [T1-1103]

A motion was made by Judge Sumter, seconded by Commissioner Ford to authorize the County Judge to execute a Lease and Maintenance Agreement with Pitney Bowes for a 3-Station D1380 letter folder/inserter for use in the Hays County Tax Assessor/Collector's Office. All voting "Aye". MOTION PASSED

25674

RATIFY THE EXECUTION OF A NOTICE OF INTENT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY UNDER TPDES GENERAL PERMIT BY JERRY PINNIX, AS HAYS COUNTY PARKS ADMINISTRATOR [T1-1120]

Parks Administrator Jerry Pinnix spoke of 5-Mile Dam Park Project and need for him to have permission to sign the notice and makes him the contact person. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to ratify the execution of a Notice of Intent for storm water discharges associated with construction activity under TPDES general permit by Jerry Pinnix as Hays County Parks Administrator. All voting "Aye". MOTION PASSED

VOLUME T PAGE 891

25675

(08-4-50 - 1 LOT) HURLBUT RANCH WEST TRACT 23 - APPROVE CONVEYANCE OF A PORTION OF TRACT 23 VIA A METES AND BOUNDS DESCRIPTION WITHOUT REVISION OF THE PLAT, AS A VARIANCE TO PLATTING, PURSUANT TO SECTION 232.010 OF THE TEXAS LOCAL GOVERNMENT CODE [T1-1200]

Subdivision Coordinator Clint Garza gave history of illegal division of this property. Commissioner Ford spoke of current owners not being aware of the illegal subdivision and their request to approve conveyance of a portion of Tract 23 via a metes and bounds description without revision of the plat. Commissioner Conley and Commissioner Ingalsbe spoke of issues like this in their precincts. Sally Staudt spoke of Hurlbut Ranch West being conveyed by metes and bounds and there being no bearings on the recorded plat. Commissioner Ingalsbe and Commissioner Barton spoke of court requiring platting of Martinez property. Commissioner Ingalsbe spoke of need for consistency in these situations. Judge Sumter spoke of need for more information to see if there is a way to get these subdivisions in compliance. Special Counsel Mark Kennedy spoke of adding language to the motion to allow any additional permits to be granted. A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve conveyance of a portion of Tract 23 via a metes and bounds description without revision of the plat, as a variance to platting, pursuant to Section 232.010 of the Texas Local Government Code and to treat this property as a legal tract for future permitting. Commissioner Barton, Commissioner Conley, and Commissioner Ford voting "Aye". Commissioner Ingalsbe and Judge Sumter voting "No". MOTION PASSED

Court was adjourned.

I, LINDA C. FRITSCHE, 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 OCOTOBER 21, 2008.



LINDA C. FRITSCHE, COUNTY CLERK AND EXOFFICIO CLERK OF THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

AGENDA ITEM: Approve renewal of Bid #2007-B01 A/C and Heating Services Countywide with Avatt Services Inc. for one (1) additional year as provided in original bid
CHECK ONE: X□ CONSENT □ ACTION □ EXECUTIVE SESSION
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION
PREFERRED MEETING DATE REQUESTED: October 28, 2008
AMOUNT REQUIRED:
LINE ITEM NUMBER OF FUNDS REQUIRED:
REQUESTED BY: Herzog/Maiorka/Knott
SPONSORED BY:
SUMMARY: All terms and conditions remain unchanged and in full force and effect as provided in the original bid.

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

				tting and Other Serv year as provided in	
CHECK ONE:	X□ CONSENT	☐ ACTION	□ EXECU	TIVE SESSION	
	□ WORKSHOP	☐ PROCLA	MATION	☐ PRESENTATION	
PREFERRED MEE	TING DATE REQ	UESTED: Octobe	r 28, 2008		
AMOUNT REQUIR	RED:				
LINE ITEM NUMB	ER OF FUNDS RE	QUIRED:			What.
REQUESTED BY:	Herzog/Maiorka/B	orcherding			
SPONSORED BY:					
SUMMARY: All	terms and condit	ions remain uncl	hanged and	in full force and effe	ct as
provided in the orig	inal bid.				

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

AGENDA ITEM: Approval to purchase replacement of 20" floor machine in the amount of \$995.00 and amend budget accordingly.					
CHECK ONE:	X□ CONSENT □	ACTION EXECUTIVE SESSION			
	□ WORKSHOP	☐ PROCLAMATION	☐ PRESENTATION		
PREFERRED MEE	TING DATE REQUE	STED: October 28, 2008			
AMOUNT REQUIRED:					
LINE ITEM NUMBER OF FUNDS REQUIRED: 17-473-5241 to 17-473-5719					
REQUESTED BY:	Herzog/Maiorka/Little	ejohn			
SPONSORED BY:					
SUMMARY: This	is to replace broken flo	oor machine for Juvenile De	tention Center.		

Agenda Item Routing Form

DESCRIPTION OF Item: Purchase replacement of 20" floor machine in the amount of \$995.00 and amend budget accordingly.

COUNTY PURCHASING GUIDELINES FOLLOWED:Yes	PREFERRED MEETING DATE REQUESTED: October 28, 2008				
AMOUNT AND FUND LINE ITEM NUMBER_\$995 requires a budget amendment COUNTY PURCHASING GUIDELINES FOLLOWED:Yes	COUNTY AUDITOR				
COUNTY PURCHASING GUIDELINES FOLLOWED:Yes	Typically Requires 1 Business Day Review				
PAYMENT TERMS ACCEPTABLE:Yes COMMENTS: Will require a budget amendment from 17-473-5241 to 17-473-5719. Bill Herzog SPECIAL COUNSEL Typically Requires 9 Business Day Review CONTRACT TERMS ACCEPTABLE: COMMENTS: COMMISIONERS' COURT APPROVED/DISAPPROVED AND DATE: COUNTY JUDGE	AMOUNT AND FUND LINE ITEM NUMBER_\$995 requires a budget amendment				
COMMENTS: Will require a budget amendment from 17-473-5241 to 17-473-5719. Bill Herzog SPECIAL COUNSEL Typically Requires 9 Business Day Review CONTRACT TERMS ACCEPTABLE: COMMENTS: COMMENTS: COMMISIONERS' COURT APPROVED/DISAPPROVED AND DATE: COUNTY JUDGE	COUNTY PURCHASING GUIDELINES FOLLOWED: Yes				
SPECIAL COUNSEL Typically Requires 9 Business Day Review CONTRACT TERMS ACCEPTABLE: COMMENTS: COMMISIONERS' COURT APPROVED/DISAPPROVED AND DATE: COUNTY JUDGE	PAYMENT TERMS ACCEPTABLE: Yes				
SPECIAL COUNSEL Typically Requires 9 Business Day Review CONTRACT TERMS ACCEPTABLE: COMMENTS: COMMISIONERS' COURT APPROVED/DISAPPROVED AND DATE: COUNTY JUDGE	COMMENTS: Will require a budget amendment from 17-473-5241 to 17-473-5719.				
Typically Requires 9 Business Day Review CONTRACT TERMS ACCEPTABLE: COMMENTS: COMMISIONERS' COURT APPROVED/DISAPPROVED AND DATE: COUNTY JUDGE	Bill Herzog				
CONTRACT TERMS ACCEPTABLE: COMMENTS: COMMISIONERS' COURT APPROVED/DISAPPROVED AND DATE: COUNTY JUDGE	SPECIAL COUNSEL				
COMMENTS: COMMISIONERS' COURT APPROVED/DISAPPROVED AND DATE: COUNTY JUDGE	Typically Requires 9 Business Day Review				
COMMISIONERS' COURT APPROVED/DISAPPROVED AND DATE: COUNTY JUDGE	CONTRACT TERMS ACCEPTABLE:				
APPROVED/DISAPPROVED AND DATE: COUNTY JUDGE	COMMENTS:				
APPROVED/DISAPPROVED AND DATE: COUNTY JUDGE					
APPROVED/DISAPPROVED AND DATE: COUNTY JUDGE					
APPROVED/DISAPPROVED AND DATE: COUNTY JUDGE					
APPROVED/DISAPPROVED AND DATE: COUNTY JUDGE					
COUNTY JUDGE	COMMISIONERS' COURT				
	APPROVED/DISAPPROVED AND DATE:				
Signature Required if Approved	COUNTY JUDGE				
I I	Signature Required if Approved				
DATE CONTRACT SIGNED:	DATE CONTRACT SIGNED:				

20" FLOOR MACHINE 1.5HP PHC



Built for the professional, Pullman-Holt "PHC" floor machines include heavy weighted aluminum chassis, all steel planetary gearboxes and large frame, high-torque motors. The powder coated chassis assures it will last as long as the machine's dependable components. Includes Drive Brush.

Features

- 20 inch brush spread turning 175 rpm

 Dual Deadman Switch with Safety Mechanism Machine shuts off when operator releases trigger. Thumb operated safety latch prevents accidental start-up.

 50 Foot Power Cord Covers large areas without changing outlets

 Dual Cord Hooks For convenient storage of power cord

 Adjustable Tubular Stainless Steel Handle with Start Latch Allows operator to adjust handle to any height by hand or foot

 Heavy Duby Motor Cappus Protocts mater from impact or liquid cells, and is correction projectable.

- Heavy Duty Motor Canopy Protects motor from impact or liquid spills and is corrosion resistant

 Non-Marring Solid Wheels For ease of transport and storage

 Cool Running 1.5 HP Continuous Duty, Capacitor Start Motor Professional grade motor provides long life (3 year warranty)
- All Steel Planetary Gear Box Smooth and quiet running (3 year warranty)
 Powder Coated Cast Aluminum Chassis with Non-Marring Bumpers Chip and corrosion resistant; protects machine, furniture and baseboards

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

AGENDA ITEM: A Detention Center	Approval to purcha in the amount of \$	se roll-a-way tables with 3945.00 and amend budge	benches for the Juvenile t accordingly.		
CHECK ONE:	CHECK ONE: X CONSENT ACTION EXECUTIVE SESSION				
	□ WORKSHOP	☐ PROCLAMATION	☐ PRESENTATION		
PREFERRED MEI	ETING DATE REQU	ESTED: October 28, 2008			
AMOUNT REQUI	RED: \$3945.00				
LINE ITEM NUM	BER OF FUNDS REC	QUIRED: 17-473-5232 to 17-	473-5719		
REQUESTED BY:	Herzog/Maiorka/Lit	ttlejohn			
SPONSORED BY:		•			
SUMMARY: To come into compliance with the NSLP/SBP program standards					

Agenda Item Routing Form

DESCRIPTION OF Item: Purchase of a roll-a-way table with benches for the Juvenile Detention Center in the amount of \$3945.00

PREFERRED MEETING DATE REQUESTED: October 28, 2008
COUNTY AUDITOR
Typically Requires 1 Business Day Review
AMOUNT AND FUND LINE ITEM NUMBER\$3,945.00 Will require a budget amendment
COUNTY PURCHASING GUIDELINES FOLLOWED:Yes
PAYMENT TERMS ACCEPTABLE:Yes
COMMENTS: Need to amend the budget from 17-473-5232 to 17-473-5719
Bill Herzog
SPECIAL COUNSEL
Typically Requires 9 Business Day Review
CONTRACT TERMS ACCEPTABLE:
COMMENTS:
COMMISIONERS' COURT
APPROVED/DISAPPROVED AND DATE:
COUNTY JUDGE
Signature Required if Approved
DATE CONTRACT SIGNED:

For Sales and Inquiries Call: 800.221.2444

With over 80 years of experience, we offer customer satisfaction. Guaranteed Low Prices and Guaranteed Quality.





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Reception Furniture

Science and Lab **Furniture**

Seating - Banquet Hall

Seating - Congregational

Seating - Executive

Seating - Folding Chairs

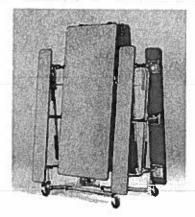
Seating - Guest Chairs

Seating - Specialty Task

PAGE »

» E-Z Fold Roll-A-Way Table With Benches- 30 X 96

was and restrict that rante attitudented no who



Features Smart Tips

edges.

• 30" x 96" Rectangular

12 Seating Capacity

32"D x 56"W x 62"H Folded Dimensions

getting caught between table halves.

make for effortless ease of operation.

foods and bacteria from penetrating tops.

perfect seal between laminate and edges

Strong 3/4" thick solid core tops with scratch and stain

resistant Formica laminate and protective vinyl bullnose

 Table tops are supported by 1" diameter tubing of 11gauge steel for extra strength. Superior storage lock system engages automatically when table is folded for maximum

safety - can be easily accessed from other side of table.

• Unique "pinch-free" center hinges prevent fingers from

 Exclusive combination pneumatic lift assist and torsional energy systems on units with attached stools or benches

Heavy duty casters with tamper-resistant caster covers.

 12" extra-wide glides included for all units with seating. Standard Height: 29". Optional 27" lower height available.

Made of black cast polyurethane bonded to top forming a

Perfect Edge Model available: Option prevents liquids;

E-Z Fold Roll-A-Way Table With Benches- 30 X 96 **TAR709** Dimensions:





ty:	Price Ea
-2	\$839.00
3-9	\$789.00
0+	\$759.00

Top *

Top



Product Options

(Options marked with a

Chrome Frame (+

are required)

Select An Option *

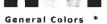
Standard Option

\$63.00) Chrome Frame And Lower Height (+

\$63.00)

C Lower Height





New Medium Oak







₩ Quantity:

Add to Cart»

Please send me free samples / swatches»

Related Models:

	1	
	Description	As Low As
TARZ09P5	E-Z Fold Roll-A-Way Table with Велсhes- 30 x 96	\$1,068.00
TWD/TT	E-Z Fold Roll-A-Way Table with Benches- 30 x 120	\$799.00
TAR711P5	E-Z Fold Roll-A-Way Table w/ Benches-30 x 120-w/perfect edge	\$1,148.00
TAR713	E-Z Fold Roll-A-Way Table with Benches-	\$859.00

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

AGENDA ITEM: Approval to purchase cage for Transport Van for Juvenile Detention Center in the amount of \$600.00 and amend budget accordingly.					
CHECK ONE:	X CONSENT ACTION EXECUTIVE SESSION				
	□ WORKSHOP	☐ PROCLAM	ATION	☐ PRESENTATION	
PREFERRED ME	ETING DATE REQ	UESTED: October	28, 2008		
AMOUNT REQUI	RED: \$600.00				
LINE ITEM NUMBER OF FUNDS REQUIRED: 17-473-5412 to 17-473-5719					
REQUESTED BY: Herzog/Maiorka/Littlejohn					
SPONSORED BY:					
SUMMARY: This is to protect the driver from detainees during transport					

Agenda Item Routing Form

DESCRIPTION OF Item: Approve purchase of a cage for Transport Van for Juvenile Detention Center in the amount of \$600.00

PREFERRED MEETING DATE REQUESTED: October 28, 2008
COUNTY AUDITOR
Typically Requires 1 Business Day Review
AMOUNT AND FUND LINE ITEM NUMBER_\$600 requires a budget amendment
COUNTY PURCHASING GUIDELINES FOLLOWED: Yes
PAYMENT TERMS ACCEPTABLE:Yes
COMMENTS: Need to amend the budget from 17-473-5413 to 17-473-5719
3
Bill Herzog
SPECIAL COUNSEL
Typically Requires 9 Business Day Review
CONTRACT TERMS ACCEPTABLE:
COMMENTS:
COMMISIONERS' COURT
APPROVED/DISAPPROVED AND DATE:
COUNTY JUDGE
Signature Required if Approved
DATE CONTRACT SIGNED:
DATE CONTRACT SIGNED:

DALLAS DODGE

INVOICE

Grab Life By the Horns!

DATE: 10/17/08 INVOICE # Juvenile

TAX RATE

TOTAL

SALES TAX

SHIPPING & HANDLING

0.00

0.00

0.00

\$600.00

11550 LBJ FRWY Dallas, Texas 75238 Ph: 214-319-1361

Bill To:

Ship To:

HAYS COUNTY

HAYS COUNTY

Comments or Special Instructions:

Please include the invoice number on all payments made so payment can be applied correctly.

Salesperson	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B Point	TERMS
BERT STULL			Best Way		Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
QUANTITY 1	DESCRIPTION Rear Cage for a Dodge Caravan	UNIT PRICE \$600.00	AMOUNT \$600.00
		SUPTOTAL	\$600.00
		SUBTOTAL	\$600.00

Make all checks payable to: Dallas Dodge

If you have any questions concerning this invoice contact Misti Stull, 214-319-1336, mdunlap@kag-1.net

THANK YOU FOR YOUR BUSINESS!

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

AGENDA ITEM: Department Police	Approve specification Vehicles" and authors			"Lightbars/Sheriff bid and advertise.	
CHECK ONE:	X□ CONSENT □	ACTION	EXECUTIVE S	SESSION	
	□ WORKSHOP	□ PROCLAMA	TION	PRESENTATION	
PREFERRED MEE	TING DATE REQUES	STED: October 28	, 2008		
AMOUNT REQUIRED:					
LINE ITEM NUMBER OF FUNDS REQUIRED:					
REQUESTED BY: Herzog/Maiorka					
SPONSORED BY:					
SUMMARY: see at	tached				

INVITATION FOR BID

SPECIFICATIONS FOR LIGHTBARS/SHERIFF DEPARTMENT POLICE VEHICLES

BID #2009-B05 HAYS COUNTY, TEXAS

1. GENERAL CONDITIONS

- 1.1 Bids are solicited for furnishing the services set forth in this Invitation for Bid. Completed bids must be received in the Purchasing Office before 2:00 p.m. on the "opening date". All bids must be in a sealed envelope clearly marked in the lower left hand corner with the bid number, bid title and opening date. Mail bids to: Hays County Purchasing Office, 111 E. San Antonio St., Suite 101, San Marcos, Texas 78666. By submitting a bid, vendor hereby agrees to all of terms and provisions the bid specifications.
- 1.2 Bids received in the County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unaccepted. Hays County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in the purchasing office shall be the official time of receipt. Hays County does not accept fax bids.
- 1.3 Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity.
- 1.4 The bidder agrees if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be thirty (30) calendar days unless a different period is noted by bidder.
- 1.5 The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for t best interest of the County.
- 1.6 Invoices shall be sent directly to the Hays County Auditor, 111 E. San Antonio St., Suite 100, San Marcos, Texas 786t and attn: Accounts Payable. Payments will be processed after notification that all services have been satisfactory and unauthorized service has been received.
- 1.7 Hays County terms of invoice are net 30 days from invoice date.
- 1.8 The bid award shall be based on but not necessarily limited to, the following factors:
 - Total price
 - Special needs and requirements of Hays County
 - Vendor's past performance record with Hays County
 - Hays County's evaluation of vendor's ability
- 1.9 If bid is accepted and approved by Commissioners' Court then this bid becomes the contract and there are no oral agreemen either expressed or implied. No different or additional terms will become part of this contract with the exception of a change order.
- 1.10 The County is tax exempt; therefore tax shall not be included in this offer.
- 1.11 Any contract awarded pursuant to this IFB shall be contingent on sufficient funding and authority being made and available each fiscal period by the approval of Commissioners' Court. If sufficient funding or authority is not made available, the contract shall become null and void.
- 1.12 Any interpretations, corrections or changes to this invitation for bid and specifications will be made by addenda. Sole issuin authority of addenda shall be vested in Hays County Purchasing Manager. Addenda will be mailed to all who are known to have received a copy of this IFB. Bidders shall acknowledge receipt of addenda.
- 1.13 The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.
- 1.14 No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any county employee. Only those communications that are in writing from the Purchasing Office shall be considered as a duly authorized expression on behalf of the county.
- 1.15 If bidder does not wish to submit a bid at this time, but desires to remain on the bidder's list, please submit a "No Bid" by the same time and at the same location as specified in this IFB. Hays County is always very conscious and extremely appreciative of the time and effort you must expend to submit a bid. We would appreciate you indicating on any "No Bid" response the reason for submitting a no bid.
- 1.16 The County reserves the right to terminate the bid immediately in the event the successful bidder fails to perform in accordance with the accepted IFB.
- 1.17 Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the bid by the County. The County shall not pay for merchandise/ services that are unsatisfactorily. Vendors will be given a reasonable opportunity before termination to correct deficiencies.

- 1.18 This bid will be immediately canceled if it is found by the Commissioners' Court that its continued performance endangers citizens, personnel, property of Hays County or the environment.
- 1.19 Basis of award: The County reserves the right to award a bid to a bidder on the basis of total low bid or the best value to the County. Bidders must bid on all items in order to be considered responsive.

SPECIFICATIONS

Scope: The successful bidder shall provide all equipment, materials, supplies, and other items or services necessary to provide the Tomar Blade (960-54-7F7R) red/blue w-Quad takedowns and single alley lamps.

Material specification: specifications and configurations including color placements are enclosed.

Electrical: 12-28 VDC operation 11.7 amp (7F7R SD)

Size: Height: 1.9" (48.26 mm) width: 12.6" (320 mm) length: 54"

Weight: 39 lbs

Any questions concerning this bid may be directed to: Cindy Maiorka, Purchasing Manager, 512-393-2273 or e-mail cindym@co.hays.tx.us.

Bid Sheet Bid #2009-B05 Lightbars for Sheriff Department Police Vehicles

Price per unit \$
BID IS DUE: November 14, 2008 no later than 2:00 p.m.
The undersigned by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the term and conditions of the attached Invitation for Bid, specifications, and the amount(s) shown on the accompanying bid sheet(s) By signing below, you have read the entire document and agree to the terms herein.
(Signature of person authorized to sign bid)
(Printed name and title of signer)

SPECIFICATIONS FOR LIGHTBARS/SHERIFFS DEPARTMENT POLICE VEHICLES BID #2009-B05 Hays County, Texas

CONTRACT

STATE OF TEXAS COUNTY OF HAYS

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

WITNESSETH

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

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

Prior Agreements Superseded

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

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party. IN TESTIMONY WHEREOF: Witness our hands at Hays County, Texas, effective as of the date awarded above, if any.

VENDOR	HAYS COUNTY	
BY:AUTHORIZED AGENT	COUNTY JUDGE	
	ATTEST: Linda Fritsche, Hays County Clerk	

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

Vendor/Bidder's Affirmation

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

	seq.			
3.	Pursuant to 262.076 (a) of the Vendor/Bidder:	e Texas Local Gove	rnment Code, Vendor/Bidde	r, hereby affirms that
	Does not own taxable	property in Hays C	ounty.	
	Does not owe any ad votherwise indebted to		ys County or is not	
Name	of Contracting Company		77	
Contac	t Name			
Title				
Mailing	g Address			
City		State	Zip Code	-
Signati	are of Company Official Autho	rizing Bid/Offer		d
Printed	l Name			<u>. </u>
Phone	Fax	<u> </u>	E-mail address	

Conflict of Interest Disclosure

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

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

The new law applies to:

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

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

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

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

Hays County Clerk 137 Guadalupe Street San Marcos, Texas 78666

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

AGENDA ITEM:
Discussion and possible action to authorize the County Judge to sign the renewal Contract between Hays County and Indigent Healthcare Solutions (IHS).
CHECK ONE: CONSENT ACTION EXECUTIVE SESSION
□ WORKSHOP □ PROCLAMATION □ PRESENTATION
PREFERRED MEETING DATE REQUESTED: October 28, 2008
AMOUNT REQUIRED: \$1,961.00 per month
LINE ITEM NUMBER OF FUNDS REQUIRED:01-408-5429
REQUESTED BY: Margie A. Rodriguez
SPONSORED BY: Judge Liz Sumter
SUMMARY:
This is a contract renewed every two years between Hays County and IHS for software so that
the Indigent Healthcare Program can bill and process claims and maintain records on current
and prior clients. This contract runs from December 1, 2008 through December 1, 2010.
and prior chemis. This contract runs from December 1, 2008 through December 1, 2010.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to sign the renewal Contract between Hays County and Indigent Healthcare Solutions (IHS).

This is a contract renewed every two years between Hays County and IHS for software so that the Indigent Healthcare Program can bill and process claims and maintain records on current and prior clients. This contract runs from December 1, 2008 through December 1, 2010.

PREFERRED MEETING DATE REQUESTED: October 28, 2008
COUNTY AUDITOR
Typically Requires 1 Business Day Review
AMOUNT AND FUND LINE ITEM NUMBER_ \$1,931.00 per month, 01-408-5429_
COUNTY PURCHASING GUIDELINES FOLLOWED: Continuance of current provider services
PAYMENT TERMS ACCEPTABLE: Yes
COMMENTS:On page 1 of attachment A -monthly fee as written out does not agree with the amount
stated in numerical format. Mark - Does LGC 271.009 apply to this contract as stated on page 1
under "term"? Note: under this new contract – the contract will renew automatically unless
notification is provided otherwise.
Bill Herzog
SPECIAL COUNSEL
Typically Requires 9 Business Day Review
CONTRACT TERMS ACCEPTABLE:
COMMENTS:
COMMISIONERS' COURT
APPROVED/DISAPPROVED AND DATE:
COUNTY JUDGE
Signature Required if Approved
DATE CONTRACT SIGNED:

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

: Approve copier contract with IKON Office Solutions.
X□ CONSENT □ ACTION □ EXECUTIVE SESSION
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION
TEETING DATE REQUESTED: October 28, 2008
UIRED: \$200.00 per month
MBER OF FUNDS REQUIRED: 01-422-5473
PY:
Y: SUMTER
Copy machine renewal for Judge Warner and Judge Rodriquez office. See

Agenda Item Routing Form

DESCRIPTION OF Item: Approve copier contract with IKON Office Solutions.
PREFERRED MEETING DATE REQUESTED: October 28, 2008
COUNTY AUDITOR
Typically Requires 1 Business Day Review
AMOUNT AND FUND LINE ITEM NUMBER \$200.00 per month _01-422-5473
COUNTY PURCHASING GUIDELINES FOLLOWED: State contract
PAYMENT TERMS ACCEPTABLE: Yes
COMMENTS:
Bill Herzog
SPECIAL COUNSEL
Typically Requires 9 Business Day Review
CONTRACT TERMS ACCEPTABLE:
COMMENTS:
COMMISIONERS' COURT
APPROVED/DISAPPROVED AND DATE:
COUNTY JUDGE
Signature Required if Approved
DATE CONTRACT SIGNED:





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					Master Agree	ment Number:	
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Kelli	Stapp		512-393-7	625	kel	li.stapp@	co.havs.tx
PRODUCT DESCRI	PTION ("PRODUCTS	^m }	20011				
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will be reconciled.	The meter reading for	equency and corresp	onding additional charges, if	any, may be different t	han the Minimum Pay	ment frequency. You	aill provide us or our design
tional images will	Address M MARCOS HAYS TX 78666 City County State Zip Cary County State Zip Customer Contact Name: Customer Telephone Number: Kelli Stapp 512-393-7625 Fax Number/E-mail Address: Kelli Stapp 512-393-7625 Kelli Stapp@Co. hays tx Ponduct Description ("Products") Punnity Equipment Description: Make, Model & Serial Number Quantity Equipment Description: Make, Model & Serial Number Ricoh MP3350sp Athinimum Term (mos.) For Image Additional Images Moonthly/Quarterly/Other Images Moonthly/Quarterly/Other Images Moonthly ("According to the Control of the						
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IKON Sales Rep: N			Phone:	512 381 7831			Prione;	612 393 7631	
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ate:				Date					-

TERMS AND CONDITIONS

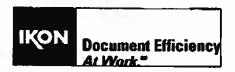
The performance by IKON of the Services described in this Work Order is subject to and shall be governed solely by the following terms and conditions:

Customer engages IKON to perform the services described in this Work Order (the "Services"). Changes to the scope of the Services shall be made only in a written change order signed by both parties. IKON shall have no obligation to commence work in connection with any change until the fee and/or schedule impact of the change and all o their applicable terms are agreed upon by both parties in writing. IKON shall provide the Services at the Customer location set forth herein or on a remote basis. In consideration of its Services hereunder, Customer shall pay IKON the Service fees in the amounts and at the rates set forth above. Customer shall pay all amounts payable to IKON hereander within thurry (30) days of the date of the invoice submitted by IKON. If IKON undertakes collection or enforcement efforts, Customer shall be liable for all costs thereof, including, without limitation, reasonable attorneys' fees and late charges. IKON may suspend or terminate Services for non-payment. Customer shall be responsible for payment of any applicable taxes arising in connection with the transact ions contemplated hereby (other than with respect to the income of IKON). Customer shall provide IKON with such access to its facilities, networks and systems as may be reasonably necessary for IKON to perform its Services. Customer acknowledges that IKON's performance of the Services is dependent upon Customer's timely and effective performance of its responsibilities hereunder. Unless connectivity services are specifically identified in the Task and Description section of this Work Order as part of the Services to be performed by IKON, IKON shall have no obligation to perform and no responsibility for the connection of any hatdware or software to any Customer network or system.

IKON shall perform its Services in a professional manner. IKON is not the manufacturer of any of the software, tools and/or products utilized in connection with this Work Order. IKON shall, however, make available to Customer any warranties made to IKON by the manufacturers of the software, tools and/or products utilized by IKO N in connection with its Services hereunder, to the extent warsferable and without recourse. EXCEPT AS EXPRESSLY SET FORTH HEREIN, IKON MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPO SE, IN CONNECTION WITH THIS WORK ORDER AND THE TRANSACTIONS CONTEMPLATED HEREBY. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS WORK ORDER OR THE PERFORMANC E OR BREACH HEREOF, EVEN IF IKON HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IKON'S LIABILITY TO CUSTOMER HEREUNDER, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL OF THE FEES PAID TO IKON HEREUNDER BY CUSTOMER. IN NO EVENT SHALL IKON BE LIABLE TO CUSTOMER FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS WORK ORDER. IKON ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Except for purposes of this Work Order, IKON shall not use or disclose any proprietary or confidential Customer data derived from its Services hereunder; provided, however, that IKON may use general statistics relating to the Service engagement so long as it does not disclose the identity of Customer or make any reference to any information from which the identity of Customer may be reasonably ascertained. Customer agrees that during the term of the Services and for a period of one (1) year after termination thereof, it shall not directly or indirectly solicit, hire or otherwise retain as an employee or independent contractor any employee of IKON that its or was involved with or part of the Services. This Work Order represents the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, proposals, representations or communications, or all or written, of eith expansive relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, or all or written, of eith expansive relating to the subject matter hereof and supersedes all prior understandings, variangs, proposals, representations or communications, or all or written, of eith expansive relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations or communications, or all or written, of eith.

Work Order, nor have any other legal effect, and shall serve only the purpose of identifying the service order or other Customer ordering document will not modify or affect this Work Order may not be transferred or assigned by Customer without the prior written consent of IKON. This Work Order shall be interpreted in accordance with the substantive a larve of the Commonwealth of Pennylyanta, without regard to principles of conflicts of law. The relationship of the parties is that of independent contractors. IKON shall not be responsible for and shall be excused from performance or have reaso



Customer Name: Hays, County of

Equipment Removal/Buyout Authorization

State: Quantity	110 E MLK Dr. Rm 1			Phone:	512 393 7631
Quantity 1				City:	San Marcos
	Texas	Zip:	78666	Fax/Email:	kelli.stapp@co.hays.tx.us
	Make, Model, Şerial N	umber	·-		
Check if additional	Canon IR3300 MPH	28071			
	Product Description pe	ge(s) attached			
			bove and to the followi	og Removal/Buyout	option: [CHECK ONE]
equipment that are this Authorization, confirm that, with it Authorization, (3) youch equipment wh any and all necessal this Authorization, encumbrances of as may be reasonably lease, financing, sa	owned by you, and the in a purchase order, and a purchase order order agreement of the vest de or other agreement description.	at you intend to in a letter or oth ral request issue- any third party u- rals required to a you will can ing of good tile.	issue written or electroner written form) to us do by you (1) IKON may inle to such equipment ander any applicable leathorize IKON to remove title and ownership to use to be done, execute in IKON. IKON does a coulpment. Such age	nic removal requests from time to time if y rely on the request and have satisfied all use, financing, sale of the satisfied and use such items of equi iKON to the equipm d and delivered all to not assume any ob- cements shall remai	I to pick-up and rumove certain items of a (whether such equipment is identified in or such purpose. By signing below, you in, (2) the request shall be governed by this payment and other obligations relating to rother agreements, (4) you have obtained inpment and to take title thereto, and (5) by sent, free and clear of any and all liens and such further instruments of conveyance as ligation, payment or otherwise, under any your sole responsibility. As a material and hold IKON harmless from and against,
any and all claims	liabilities, costs, exp	enses and fees	arising from or relating	to any breach of y	our representations or obligations in this
Authorization or of	any obligation owing	by you to any th	ird party in respect of a	i equipment identifi	ed in the removal requests issued by you.
Services, and that ; purchase order, in a every removal requ not assume any ob condition to the per any and all claims,	rou intend to issue writer or other writter est issued by you (1) I ligation, payment or of formance by IKON, y	itien or electron i form) to us fro KON may rely o otherwise, under otherwise, under enses and foes by you under yo	ic removal requests (we time to time for such methods, and (2) it ryour lease agreement e IKON from, and shall arising from or relating ur lease agreement.	heither such equipmi purpose. By signit he request shall be go to which shall remai I indemnify, defend to any breach of	om IKON, 10S Capital or IKON Financia mt is identified in this Authorization, in a ing below, you confirm that, with respect to overned by this Authorization. IKON doe in your sole responsibility. As a materia and hold IKON harmless from and against your representations or obligations in this
□ Equipment Leased	by Customer from a	IMPO PARY. U	Joon execution and de	livery by Customer	of a sale, lease (and related delivery an
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buyout.xls

Image Management Plus Commitments

The below performance commitments (collectively, the "Guarantees") are brought to you by IKON Office Solutions, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("IKON"), one of the largest distributors of office solutions in the world. The world "you" and "your" refer to you, our customer. You agree that IKON alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Guarantees. The Guarantees are only applicable to the equipment ("Products") described in the Schedule to which these Guarantees are attached, excluding facsimile machines. The Guarantees are effective on the date the Products are accepted by you and apply during IKON's normal business hours, excluding weekends and IKON-recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Cost Per Image and the Cost of Additional Images, as described on the Schedule, are guaranteed against any price increase during the term of the Schedule, unless agreed to in writing and signed by both parties.

SERVICE AND SUPPLIES

IKON will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during normal husiness hours, excluding weekends and IKON-recognized holidays. Performance issues relating to software and/or connectivity are independent of these Guarantees and may be covered, if applicable, as outlined in any software/connectivity professional services agreement you may separately enter into with IKON. IKON will also provide the supplies required to produce images on the Products covered under the Schedule (other than non-metered Products and soft-metered Products), excluding staples. The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper and transparencies are not included.

GUARANTEED RESPONSE TIME

IKON guarantees a quarterly average response time of 2 to 6 hours for all service calls located within a 30 mile radius of any IKON office, and 4 to 8 hours for service calls located within a 31-60 mile radius for the term of the Schedule. (In the case of Canon iR 110 machines, the quarterly average response time will be 2 hours for all service calls.) Response time is measured in aggregate for all Products covered by the Schedule. If this response time guarantee is not met, a credit equal to \$100 toward your next purchase from IKON will be made available upon your request. Credit requests must be made in writing via registered letter to the address specified in the "Correspondence" section.

UPTIME PERFORMANCE GUARANTEE

IKON will service the Products provided under the Schedule to be operational with a quarterly uptime average of 95% (based on manufacturer's performance standards and an 8-hour day, during normal business hours, excluding weekends and IKON-recognized holidays), excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to IKON. You agree to make the Products available to IKON for scheduled preventative and interim maintenance. You further agree to give IKON advance notice of any critical and specific uptime needs you may have so that IKON can achedule with you interim and preventative maintenance in advance of such needs.

IMAGE VOLUME FLEXIBILITY AND EQUIPMENT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Schedule to which these Guarantoes relate, IKON will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, IKON will present pricing options to conform to a new image volume. If you agree that additional equipment is required to satisfy your increased image volume requirements, IKON will include the equipment in the pricing options. The addition of equipment and/or increases/decreases to the Guaranteed Minimum Images require a new Schedule that must be agreed to and signed by hoth parties. The new Schedule may not be less than the remaining term of the existing Schedule. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of

equipment may result in a higher or lower cost per image and payment. Image docreases are limited to 25% of the original Guaranteed Minimum Images.

Upgrade Guarantee

At any time after the expiration of one-half of the original term of the Schedule to which these Guarantees relate, you may reconfigure the Products by adding, exchanging, or upgrading to an item of Products with additional features or enhanced technology. A new Schedule of like original term must be agreed to and signed by you and us. The Image Management Cost Per Image, the Cost of Additional Images and the Minimum Payment of the new Schedule will be based on the Products, the added equipment and new image volume commitment.

PERFORMANCE COMMITMENT

IKON is committed to performing these Guarantees and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If IKON fails to meet any Guarantee and in the unlikely event that IKON is not able to repair the Products in your office, IKON, at IKON's service center, will either provide a temporary loaner while the Products are being repaired at IKON's service center, or IKON will replace such Products with comparable Products of equal or greater capability at no additional charge. If you are dissatisfied with IKON's performance, please send a registered letter outlining your concerns to the address specified below in the "Correspondence" section. Please allow 30 days for resolution.

CORRESPONDENCE

Please send all correspondence relating to the Guarantees via registered letter to the IKON Quality Assurance Department located at: 1738 Bass Road, Macon, GA 31210 Atm: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Guarantees with your local IKON office.

MISCELLANEOUS

These Guarantees do not cover repairs resulting from misuse (including without limitation improper valtage or the use of supplies that do not conform to the manufacturer's specifications) or any other factor beyond the reasonable control of IKON. IKON and you each acknowledge that these Guarantees represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Guarantees not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment." Except as expressly set forth herein, IKON makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. These Guarantees shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Guarantees are not assignable by the Customer. You acknowledge and agree that, in connection with its performance of its obligations under these Guarantees, IKON may place automated meter reading units on imaging devices, including but not limited to the Products, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. IKON agrees that such units will be used by IKON solely for such purpose. Once transmitted, all meter read data shall become the sole property of IKON and will be utilized for billing purposes.

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Hold a Public Hearing with Possible action to establish traffic regulations (speed limit) on CR 158
CHECK ONE: Subdivision Road Staff Recommendation
PREFERRED MEETING DATE REQUESTED: October 28, 2008
AMOUNT REQUIRED: N/A
LINE ITEM NUMBER OF FUNDS REQUIRED:
REQUESTED BY: Ingalsbe/Borcherding
SPONSORED BY: Inglasbe
SUMMARY: This action would lower the speed limit from 45 mph to 35 mph. This is a narrow 2
lane road with no shoulders.
STAFF REVIEW/COMMENTS
ENVIRONMENTAL HEALTH DIRECTOR:
ROAD DIRECTOR:
STAFF RECOMMENDATIONS:

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

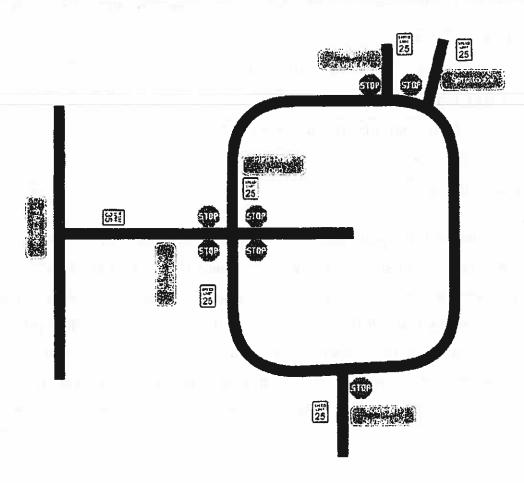
Request forms are due in the County Judge's Office

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Hold a public he 3, Section 3.	aring to establish t	raffic regulatio	ons in Rim Rock subdivision, Phase
CIRCLE ONE ACTION ITEM	Subdivision		Staff Recommendation
PREFERRED MEETING DATE I	EQUESTED: Oct	tober 28, 2008	
AMOUNT REQUIRED: n/a			
LINE ITEM NUMBER OF FUNDS	S REQUIRED: n/a		
REQUESTED BY: Jerry Borchere	ding		
SPONSORED BY: Commissioner	Ford	<u> </u>	V
SUMMARY:			
To establish: a 4-way stop on To	wering Cedar Driv	ve at Flint Roo	ck Loop, a stop sign on Southern
Sunset Cove at Flint Rock Loop, a	stop sign on Serr	ato Cove at Fli	int Rock Loop, and a stop sign on
Rodgers Ravine Cove at Flint Roo	k Loop. This will	l also set a spe	eed limit of 35 MPH on Towering
Cedar Drive, and a speed limit of	25 MPH on Flint I	Rock Loop, So	uthern Sunset Cove, Serrato Cove
and Rodgers Ravine Cove.		-	· ·
- 			
STA	AFF REVIEW	COMMEN	VTS
ENVIRONMENTAL HEALTH DI	RECTOR:	• •	
ROAD DIRECTOR:	·		
STAFF RECOMMENDATIONS:			
	·		

Precinct 4 Rim Rock, Phase 3 Section 3

Proposed/Recommended Traffic Regulations: Stop Signs and Speed Limits As Indicated Below



- 1. Four way stop at Intersection of Towering Cedar Dr. and Flint Rock Loop
- 2. Stop traffic on Southern Sunset Cove at intersection of Flint Rock Loop
- 3. Stop traffic on Serrato Cove at intersection of Flint Rock Loop
- 4. Stop traffic on Rodgers Ravine at intersection of Flint Rock Loop
- 5. Set Speed of 25MPH on Flint Rock Loop, Southern Sunset Cv, Rodgers Revin, Serrato Cv
- 6. Set Speed of 35 MPH on Towering Cedar Dr.

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM:

08-2-36 Carl Dietz Subdivision, Replat of lot 1 (6 lots); Consider approval of Final Plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: October 28, 2008

AMOUNT REQUIRED: N/A

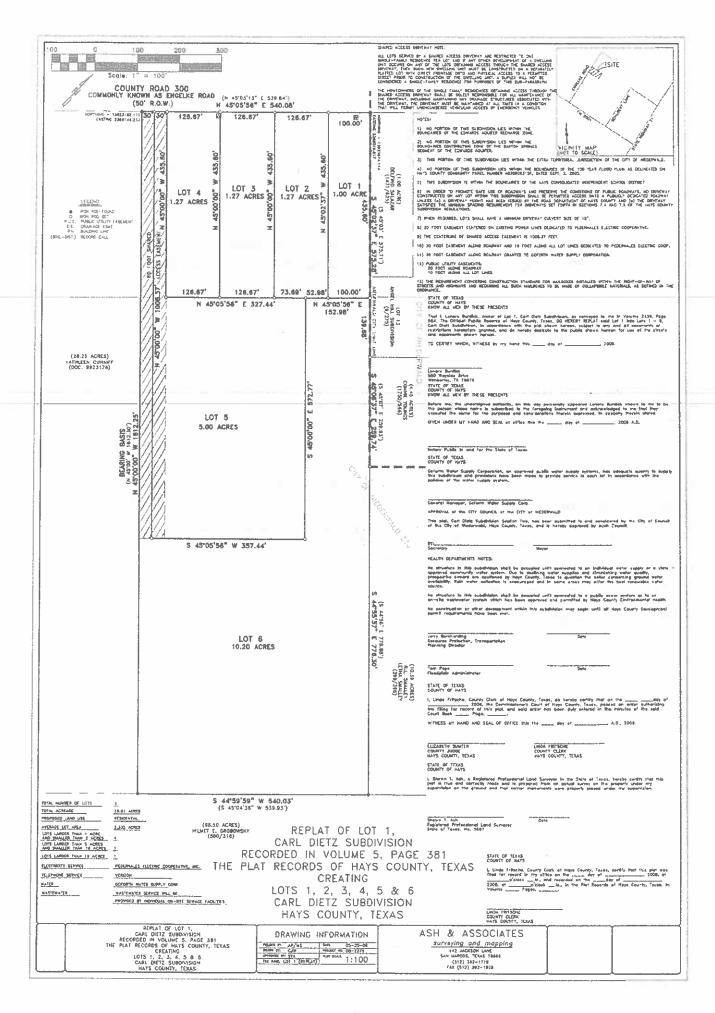
LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Barton

SUMMARY:

This is a one lot recorded plat being re-subdivided into six lots located off Engelke Road in the Niederwald ETJ. The total acreage of the development and lots is 20.01. The average lot size is 3.325 acres with 1 lot larger than 10 acres, 1 between 5 and 10 acres, 4 between 1 and 2 acres. All lots will be served by Goforth Water and individual OSSF's. In 1992 the Carl Dietz subdivision was created, at that time there was not an exemption for lots greater than 10 acres. Although the original lot is a recorded "subdivision", notification is not required because there is only 1 owner (the developer). The City of Niederwald approved this replat on October 16, 2008.



Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to set aside the remaining \$8.7 million in Parks and Open Space Bond funds for habitat protection for the golden-cheeked warbler and/or black-capped vireo.				
CHECK ONE: CONSENT X ACTION EXECUTIVE SESSION				
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION				
PREFERRED MEETING DATE REQUESTED: October 28, 2008				
AMOUNT REQUIRED:				
LINE ITEM NUMBER OF FUNDS REQUIRED:				
REQUESTED BY:				
SPONSORED BY: SUMTER				
SUMMARY: See attached				

Melinda Mallia

13205 Fieldstone Loop Austin, TX 78737 home (512) 351-9940 work (512) 854-4460

October 14, 2008

The Honorable Liz Sumter
County Judge, Hays County, Texas
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

Received in the office of the County Indge
OCT 15 2008

The Honorable Jeff Barton PO Box 1180 / 111 N. Front St. Kyle, Texas 78640

The Honorable Will Conley PO Box 2085 / 950 Ranch Rd. 2325 Wimberley, Texas 78676

The Honorable Karen Ford P.O Box 1158 Dripping Springs, Texas 78620

The Honorable Debbie Ingalsbe 111 E. San Antonio St., Ste. 304 San Marcos, Texas 78666

Re: Hays County Regional Habitat Conservation Plan

Dear Judge Sumter and Commissioners Barton, Conley, Ford, and Ingalsbe:

It is my pleasure to serve as chair of the Citizens Advisory Committee (CAC) for the Hays County Regional Habitat Conservation Plan (RHCP). I am pleased to report to you that your consultants and the committee have made good progress and are nearing completion of a complete draft RHCP. We are working through elements of the funding chapter of the RHCP and are hopeful that by December we will recommend that the County submit the RHCP, along with a formal application for an Endangered Species Act section 10(a) incidental take permit, to the U.S. Fish and Wildlife Service (USFWS).

As you may know, the federal Endangered Species Act requires that the applicant for a section 10(a) permit ensure that adequate funding for the plan will be provided, in order for the USFWS to issue the permit under 16 U.S.C. § 1539(a)(1)(B)(iii). In our plan, it appears that to keep the overall costs of implementation low, while ensuring adequate funding to meet the Act's requirement, it will be critical to devote sufficient funding for easements and acquisition of habitat in the first few years. For this reason, at the CAC

meeting on October 9th, the committee voted unanimously to respectfully recommend the following to you:

that the County Commissioners Court not spend or commit the remaining \$8.7 million in Parks and Open Space Bond funds for 60 days on projects other than habitat protection for the golden-cheeked warbler and/or black-capped vireo.

Thank you very much for your consideration of this recommendation. I would welcome the opportunity to speak with any of you about this action or the status of the work of the Citizens Advisory Committee. I can be reached at (512) 854-4460 during the day, (512) 351-4460 in the evenings, or by email at msmallia@austin.rr.com.

Sincerely,

Melinda Mallia, Chair

Melinda Mallie

Hays County RHCP Citizens Advisory Committee

cc: Melinda Taylor, Esq. (Smith|Robertson)

Alan Glen, Esq. (Smith|Robertson)

Rebecca Hays, Esq. (Smith|Robertson)

Clif Ladd (Loomis-Partners)

Amanda Aurora (Loomis-Partners)

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and Possible action to authorize the County Judge to execute an Interlocal Agreement with CTMC for removal of dirt and debris to assist in the relocation of the walking trail.
CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION
PREFERRED MEETING DATE REQUESTED: October 28, 2008
AMOUNT REQUIRED:
LINE ITEM NUMBER OF FUNDS REQUIRED:
REQUESTED BY: Ingalsbe/Jepson
SPONSORED BY: Ingalsbe
SUMMARY: Jerry Borcherding provided a cost estimate for the work which is provided. CTMC
has been a great partner with the County in providing health care services to our residents. This
work is being requested to assist in the relocation of the walking trial due to the expansion of their
facility.

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action authorizing the County Judge to enter in to a joint funding agreement with the US Geological Survey for supplemental water quality monitoring on certain contributing zone creeks and water wells in the Barton segment of the Edwards Aquifer.

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

PREFERRED MEETING DATE REQUESTED: October 28, 2008

AMOUNT REQUIRED: \$10-15K

LINE ITEM NUMBER OF FUNDS REQUIRED: 25-457-5301 (LCRA service fee fund)

REQUESTED BY: Ford

SPONSORED BY: Ford

SUMMARY: LCRA, BSEACD, the City of Austin, City of Dripping Springs and possibly other entities intend to fund supplemental research within a USGS study commissioned by the TCEQ. See attached documentation for details on sampling locations (3 in Hays County) and testing parameters.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorizing the County Judge to enter in to a joint funding agreement with the US Geological Survey for supplemental water quality monitoring on certain contributing zone creeks and water wells in the Barton segment of the Edwards Aquifer.

PREFERRED MEETING DATE REQUESTED: October 28, 2008
COUNTY AUDITOR
Typically Requires 1 Business Day Review
AMOUNT AND FUND LINE ITEM NUMBER \$10-15K, 25-457-5301 (LCRA service fee fund)
COUNTY PURCHASING GUIDELINES FOLLOWED:N/A
PAYMENT TERMS ACCEPTABLE:Yes
COMMENTS:
Bill Herzog
SPECIAL COUNSEL
Typically Requires 9 Business Day Review
CONTRACT TERMS ACCEPTABLE:
COMMENTS:
=
COMMISIONERS' COURT
APPROVED/DISAPPROVED AND DATE:
COUNTY JUDGE
Signature Required if Approved
DATE CONTRACT SIGNED:







Quality Assurance Project Plan: Wastewater Indicators and Isotope Analysis in the Barton Springs Segment of the Edwards Aquifer Supplement to USGS-TCEQ Study of Nutrients and Bacteria

Introduction

TCEQ has commissioned the USGS to conduct a study to characterize the current water quality status of the Edwards Aquifer. Sampling by USGS will extend over a 19-month period and comprise storm and non-storm monitoring of 5 contributing zone creeks, 2 wells and Barton Springs The primary objectives of the TCEQ-USGS study are:

- 1.) increase understanding of the interaction between surface water quality and the underlying groundwater quality
- 2.) understand the fate and transport of nutrients and bacteria within the Edwards Aquifer
- 3.) understand the relationship of stream flow variability on dilution and fate and transport of nutrients and bacteria in the Edwards Aquifer

Cooperatively funded by multiple agencies including the City of Austin, the LCRA and the BSEACD, this QAPP describes monitoring that is intended to supplement the TCEQ-USGS study by providing additional and specific information that will be useful to assessing the effects of wastewater from existing sources on the aquifer, enhance the nutrient transport analyses by improved source identification, and provide a better baseline for assessing impacts of future wastewater discharge permits on the aquifer. Additional monitoring funded by this cooperative group includes wastewater indicators as well as nitrogen and oxygen isotopes which will be analyzed for a limited number of sample events.

Project Management

Who is the USGS project manager?
 Barbara Mahler, USGS (bjmahler@usgs.gov): 927-3566
 April Hoh, TCEQ (ahoh@tceq.state.tx.us): 239-3567

2. Who are the cooperating agency primary contacts?

Agency	Contact	Email	Phone
LCRA	Lisa Hatzenbuehler	Lisa.Hatzenbuehler@LCRA.ORG	
COA	Ed Peacock	ed.peacock@ci.austin.tx.us	974-2224
BSEACD	Kirk Holland	kholland@bseacd.org	282-8441
Dripping Springs	Susan Zachos	zachos@zachoslaw.com	
Hays County	Betty Lambright	betty.lambright@co.hays.tx.us	

Call Bothy R, Bull Hrust;

3. What other staff are directly interested in the results of this project?

Agency	Contact	Email	Phone
LCRA	John Wedig	But a	
LCRA	Susan Meckel	Susan.Meckel@LCRA.ORG	
COA	Chris Herrington	chris.herrington@ci.austin.tx.us	974-2840
BSEACD	John Dupnik	jdupnik@bseacd.org	282-8441

4. When will the project begin/end?

Sampling schedule is specified in USGS-TCEQ Scope of Work in detail, and will begin within one month of receipt of an approved QAPP from TCEQ. As of September 11, 2008, TCEQ has not approved the USGS plan and sampling has not yet been initiated. USGS sampling will continue for 19 months after it is initiated.

Additional sampling described by this QAPP will be conducted throughout the 19-month period for a limited number of events (described below).

5. How will the project be funded?

?Funding mechanisms?

Agency	% Contribution	Total S	Funding Mechanism
LCRA			
COA			
BSEACD	TBD		Cash Contribution
Drippings Springs			
Hays County			

Data Objectives

6. What are the study objective(s)?
In addition to the study objectives specified in the TCEQ-USGS Scope of Work, this additional monitoring will address:

1.) Wastewater contamination:

- -Is the aquifer currently affected by wastewater?
- -What are the potential sources (spatially) of wastewater to the aquifer?
- -What is the relative contribution of wastewater sources to the aquifer?
- -How do flow dynamics affect wastewater influences?

2.) Nutrient sources:

- -What are the sources of nutrients in the contributing zone creeks?
- -What are the relative source contributions of nutrients in the aquifer?
- -How do flow dynamics affect nutrient source apportionment?

3.) Baseline conditions

-What are the existing conditions of the contributing zone creeks and of the aquifer relative to wastewater influences, endocrine disrupting compounds and nutrient sources?

- 7. What decision(s) will be made from the information obtained? When will the decision(s) be made?
 - Effects of current land application of effluent and septic systems on creeks and the aquifer may lead to change in assessment of existing available assimilative capacity and current regulatory practices
- 8. What has been done in the past? Describe project history, list previous related reports or available data.

Extensive water quality sampling (including nutrients and bacteria) and flow measurement of contributing zone creeks, Barton Springs and area wells have been conducted by all participating agencies since 1978, and this historical data should be considered in the evaluation/reporting of data to be collected under this QAPP. Caffeine has been previously detected by the USGS in both contributing zone creeks and in Barton Springs.

Relevant data are available from the following websites:

USGS Site Inventory for Travis and Hays County

TCEO SWOMIS Database

City of Austin Field Sampling Database

Multiple reports on water quality data of contributing creeks, wells, and Barton Springs are also available from partner agencies. Recent relevant reports include:

- Barrett, M., and R. Charbeneau. 1996. A parsimonious model for simulation of flow and transport in a karst aquifer. University of Texas Center for Research in Water Resources. Technical Report CRWR 269.
- Barton Springs/Edwards Aquifer Conservation District. 2006. Technical Memorandum Proposed Contributing-Zone Wastewater Discharge Evaluation. James Miertschin & Associates, June 2006.
- Barton Springs/Edwards Aquifer Conservation District. 2008. Groundwater Chemistry in Southern Travis and Northern Hays Counties, Texas, 1998 through 2007. Data Series Report 2008-0901.
- City of Austin. 2005. Update of Barton Springs Water Quality Temporal Trend Analysis—2005. Watershed Protection and Development Review Department. SR-05-09.
- City of Austin. 2006. Effects of low spring discharge on water quality at Barton, Eliza, and Old Mill Springs. Watershed Protection and Development Review Department. SR-06-05.
- City of Austin. 2006. Potential impacts of the HCWID 1 proposed wastewater discharge on the algae communities of Bear Creek and Barton Springs. Watershed Protection and Development Review Department. SR-06-08.
- City of Austin. 2006. Predicting phosphorus with the parsimonious model. Watershed Protection and Development Review Department. SR-06-09.

City of Austin. 2008. Impacts of the proposed HCWID 1 wastewater discharge to Bear Creek on nutrient and DO concentrations at Barton Springs. Watershed Protection and Development Review Department. SR-08-05.

USGS. 2006. Water Quality of Barton Springs, Austin, Texas, with Emphasis on Factors Affecting Variability. SIR 2006-5299.

USGS scientists are at the forefront of national research regarding waste water contributions to surface and groundwater loadings of estrogenic compounds. The Service has been particularly active in a similar project in Boulder, Colorado. See, A.M. Vadja, L.B. Barber, et al., "Reproductive Disruption in Fish Downstream from an Estrogenic Wastewater Effluent," 42 Environmental Science and Technology 3407 (2008)(Barber ph.; (303) 541-3039.

- 9. What could be done in the future? List and prioritize potential special studies.
 - The number of supplemental events sampled could be increased to better quantify variation over time and with changes in aquifer water levels
 - Additional sites could be sampled to increase spatial resolution for source identification and quantification
 - Additional source characterization methods could be utilized, such as bacterial source tracking or use of experimentally-applied chemical tracers

Data generation

10. Describe the sampling. What sites will be sampled? What parameters will be analyzed? When will sampling occur?

Summary of Supplemental Sampling

Site Type	Non-Storm Samples	Storm Samples	Total # Samples
Creeks	5 sites	5 sites	
	3 events/site	3 events/site	30
	1 sample/site-event	1 sample/site-event	
Barton Springs	1 site	1 site	
	3 events	3 events	30
	l sample/site-event	9 samples/site-event	
Wells	2 sites		
	3 events	no sampling	6
	l sample/site-event	1	
QA/QC 5 field di		icate samples	
Samples*	5 field bla	10	

^{*}One QC sample (blank and duplicate) to be collected from each of the 3 site types in all conditions.

Sampling Locations Detail

Site Name	Site Type	USGS#	SWQM#	County
Onion Creek @ Hwy 150	Surface Water	08158700	12451	Hays
Bear Creek @ FM1826	Surface Water	08158810	12189	Hays
Slaughter Creek @ FM1826	Surface Water	08158840	12186	Travis
Williamson Creek @ Oak Hill	Surface Water	08158920	13653	Travis
Barton Creek @ Hwy 71	Surface Water	08155200	12495	Travis
Buda Water Supply Well (LR-58-58-403)	Well	300453097503301	?	Hays
Marbridge Ranch Well (YD-58-50-704)	Well	300813097512101	?	Travis
Main Barton Springs	Spring	08155500	15696	Travis

Parameter Detail

Wastewater indicators (\$620/sample) as well as nitrogen and oxygen isotope (\$520) samples will be collected.

Nitrogen-15/nitrogen-14 and oxygen-18/oxygen-16 isotope ratios will be assessed at the USGS Reston Isotope Laboratory.

Wastewater Indicator Parameters:

Parameter	Potential Source	Reporting Limit (µg/L)
Cotinine	nicotine metabolite	1
Ethynyl estradiol	estrogen	5
5-Methyl-1H-benzotriazole	de-icer	2
Anthraquinone	laxative, dye production	0.5
Acetophenone	fragrance	0.5
Acetyl hexamethyl tetrahydronaphthalene (AHTN)	fragrance	0.5
Anthracene	PAH	0.5
1,4-Dichlorobenzene	disinfectant, urinal cakes, moth balls	0.5
Benzo[a]pyrene	PAH	0.5
Benzophenone	fragrances, soaps	0.5
Bromacil	landscape herbicide	0.5
Bromoform		0.5
3-tert-Butyl-4-hydroxy anisole (BHA)	food preservative	5
Caffeine	coffee	0.5
Camphor	pharmaceuticals (Vicks vaporub, cough suppressant)	0.5
Carbaryi	insecticide	1
Carbazole	PAH derivative in coal tar	0.5
Chlorpyrifos	insecticide	0.5
Cholesterol	lipid with dietary origin	2
3-beta-Coprostanol	human feces	2
Isopropylbenzene	refined oil, paint thinner	0.5
N,N-diethyl-meta-toluamide (DEET)	insect repellent	0.5
Diazinon	insecticide	0.5

Dichlorvos	insecticide, pet collars, no-pest strips	1
Bisphenol A	plasticizer, inside of cans (endocrine disruptor)	1
Equilorie	ingredient of Premarin	_
Equilenin	(estrogen drug)	5
17-beta-Estradiol	estrogen	5
Estrone	estrogen	5
Triethyl citrate (ethyl citrate)	food additive	0.5
Tetrachloroethylene	solvent	0.5
Fluoranthene	PAH	0.5
Hexadydrohexamethylcyclopentabenzopyran		
(HHCB)	fragrance	0.5
Indole	fragrance	0.5
lesoborneol	essential oils	0.5
Isophorone	solvent (occurs naturally in	0.5
	cranberries!) incredient in antihypertension,	0.5
	antifungal, disinfectant,	
Isoquinoline	vasodilators	0.5
	citrus oil used in household	0.0
d-Limonene	cleaners	0.5
B.C. walk at	local anesthetic, sore throat	
Menthol	lozenges	0.5
\$4atalani	fungicide (used on tobacco, in	
Metalaxyl Metolachior	cigarettes)	0.5
	herbicide	0.5
Naphthalene	mothballs	0.5
1-Methylnaphthalene	metabolite of naphthalene	0.5
2,6-Dimethylnaphthalene	metabolite of naphthalene	0.5
2-Methylnaphthalene	metabolite of naphthalene	0.5
Nonylphenol, diethoxy- (total)	detergent surfactant	5
p-Cresol	disinfectant, fragrance	1
4-Cumylphenol	detergent metabolite, endocrine disruptor	1
para-Nonylphenol (total)	detergent metabolite	5
4-n-Octylphenol	detergent metabolite	1
4-tert-Octylphenol	detergent metabolite	1
Phenanthrene	cigarette smoke, steroid framework	0.5
Phenol	antiseptic, oral anesthetic, used in production of many	
	drugs and cosmetics	0.5
Pentachlorophenol	wood preservative, pesticide	2
Tributyl phosphate	plasticizer, foaming agent in detergent, fire retardant	0.5
Triphenyl phosphate	plasticizer, fire retardant	0.5
Tri(2-butoxyethyl)phosphate	flame retardant in plastics	0.5
Tri(2-chloroethyl)phosphate	flame retardant in plastics	0.5
Prometon	herbicide	0.5

Pyrene	PAH, in dyes, plastics	0.5
Methyl salicylate	lineaments, flavoring agent, fragrance	0.5
3-Methyl-1(H)-indole (Skatole)	feces, fragrance	1
beta-Sitosterol	steroid; natural in many foods, cholesterol treatment, other health treatments	2
beta-Stigmastanol	steroid	2
Triclosan	disinfectant	1
Tris(dichlorisopropyl)phosphate	flame retardant	0.5

Number of Samples

Three samples will be collected for each combination of site/condition.

Sample Collection Dates

The 3 supplemental non-storm samples at creek sites, Barton Springs and both wells should be collected near the beginning, middle and end of the 19-month study period. The actual dates of these events depend on the sampling start date (not yet determined pending TCEQ approval of QAPP). Baseflow samples should be staggered to capture the range of Barton Springs discharge levels (high, medium and low spring discharge) if possible.

The 3 supplemental storm samples at creek sites and Barton Springs will be collected in conjunction with each storm event.

11. Describe special sample conditions.

Definitions of storm and non-storm influenced sample conditions can be found in TCEQ-USGS Scope of Work.

12. Describe special collection methods.

Samples to be collected by USGS staff using appropriate standard methods in conjunction with TCEQ-USGS project sampling events.

13. Where will the samples be analyzed? Samples will be analyzed at USGS lab.

14. How much will samples cost?

Analysis of wastewater indicators (\$620/sample) as well as nitrogen and oxygen isotopes (\$520) cost \$1,140/sample.

A total of 66 field samples and 10 qa/qc samples will be collected and analyzed (see question 10), yielding a total estimated laboratory cost of \$86,640.

Cost will be apportioned among cooperating agencies (see question 5).

15. What possible problems may arise in sample collection and what actions can be taken to mitigate their impact?

If storm events are not large enough to trigger runoff at all 5 creek sites, supplemental samples should not be collected.

Pending interim laboratory results, the number or timing of supplemental sample events may be altered.

Validation

16. What type, how often and where will QA/QC samples will be collected? Five field duplicate and five field blank (DIUF) samples will be collected by USGS staff so that one duplicate/blank pair will be collected from each of the sampling regimes:

Creek - baseflow
Creek - stormflow
Barton Springs - baseflow
Barton Springs - stormflow
Wells - baseflow

All additional USGS laboratory generated qa/qc results should be provided with sample results.

Assessment

17. By what specific methods will the data be analyzed? All analysis methods will account for censored observations (data with values less than detection limits) by most appropriate methods as specified in COA SOP manual.

All data will be graphed by multiple methods, including scatter plots and box-whisker plots. Data will be plotted over time, by site and by current/antecedent flow condition.

Summary statistics will be generated to provide a baseline estimate of current conditions.

ANOVA and paired comparison testing will be used to evaluate differences between sites and flow conditions. Wastewater source contributions and quantifications based on contributing zone creek data will be compared to concentrations in Barton Springs discharge.

Nitrogen and oxygen isotope analytical results will be used to determine nutrient sources in aquifer (get chart and appropriate references from USGS)...

Additional independent analyses may be performed on nutrient and bacteria data collected under TCEQ-USGS Scope of Work.

18. What (null) hypotheses will be tested?

There is no current wastewater contamination as indicated by the presence of the wastewater indicators in the aquifer.

There is no difference in analyte concentrations or the ratios of nitrogen and oxygen isotopes among sites.

There is no difference in analyte concentrations or the ratios of nitrogen and oxygen isotopes among flow conditions.

There is no correlation in analyte concentrations or the ratios of nitrogen and oxygen isotopes with creek or Barton Springs discharge.

Nitrogen and oxygen isotopic ratios indicate that current source of nutrients in the aquifer is natural (infiltrating rainwater).

There are no endocrine disrupting compounds in the aquifer.

19. When and/or how often will the data be analyzed? Data will be evaluated as lab reports become available to determine if study objectives are being met. Final data analysis will be conducted once all samples have been analyzed.

Reporting

20. When and what type of reports will be generated? Who will generate the report? All supplemental data, with QAPP detailing methods, and a data analysis report will be submitted to TCEQ for inclusion in SWQMIS as an acquired dataset unless an amendment to the COA or LCRA Clean Rivers Program QAPP will allow the data to be directly submitted to TCEQ.

The data analysis report will be completed by COA (Chris Herrington) in collaboration with and reviewed by the cooperating agencies within 3 months following receipt of all laboratory data from USGS.

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to authorize purchasing to accept bids	
for the sale of the courthouse generator.	
CHECK ONE: X CONSENT ACTION EXECUTIVE SESSION	
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION	
PREFERRED MEETING DATE REQUESTED: October 28, 2008	
AMOUNT REQUIRED: N/A	
LINE ITEM NUMBER OF FUNDS REQUIRED: N/A	
REQUESTED BY: Auditor's Office	
SPONSORED BY: Sumter	
SUMMARY: The Court previously authorized the auction of the courthouse generator which we	
no longer use. An auction was held and the generator was sold with the caveat that the generator	
had to be disassembled and removed from the courthouse. The individual that bought the unit at	
the auction requested that we tear out walls so that the unit could be removed without	
disassembling the unit. We refused to tear out walls & the money was returned to the purchaser.	
The next highest bidder also refused to buy the unit if it had to be disassembled. We currently	
have someone interested in buying the unit knowing full well that it must be disassembled. I	
recommend that we take bids for the sale of the unit with a minimum bid of \$2,000.	
Bill Herzog	

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action authorizing County Judge to sign contract amendment with Trust for Public Land (TPL) for services with Sandra Tassell as approved by court on 9-30-08 –for an amount not to exceep \$10,000, plus reimbursement of any travel expenses.

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

PREFERRED MEETING DATE REQUESTED: October 28, 2008

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED: previously approved from Park/Open Space

Bond fund

REQUESTED BY: Ford

SPONSORED BY: Ford

SUMMARY: This item simply gives County Judge authority to act on what was previously

approved by Court. See minutes from 9/30/08 attached.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorizing County Judge to sign contract amendment with Trust for Public Land (TPL) for services with Sandra Tassell as approved by court on 9-30-08 –for an amount not to exceep \$10,000, plus reimbursement of any travel expenses.

PREFERRED MEETING DATE REQUESTED: October 28, 2008	
COUNTY AUDITOR	
Typically Requires 1 Business Day Review	
AMOUNT AND FUND LINE ITEM NUMBER Previously approved from Park/Open Space Bond	
fund	
COUNTY PURCHASING GUIDELINES FOLLOWED:N/A	
PAYMENT TERMS ACCEPTABLE:Yes	
COMMENTS: We will need to amend the budget within the Park bond funds to pay for this.	
SPECIAL COUNSEL	
Typically Requires 9 Business Day Review	
CONTRACT TERMS ACCEPTABLE:	
COMMENTS:	
COMMISIONERS' COURT	
APPROVED/DISAPPROVED AND DATE:	
COUNTY JUDGE	
Signature Required if Approved	
DATE CONTRACT SIGNED:	



VOLUME T PAGE 877

25608

AMEND CONTRACT WITH SANDRA TASSEL/TPL WITH REGARD TO DEVELOPMENT OF POLICIES AND PROCEDURES TO FURTHER GUIDE THE PARKS AND OPEN SPACE BOND INVESTMENT AND TO UPDATE OR REVISE THE HAYS COUNTY PARKS AND OPEN SPACE MASTER PLAN [13-673]

Commissioner Ford spoke of next steps: (1) Choosing a local landmark project. (2) Development of ranking criteria for recreation projects. (3) Refinement of CPAT roles and responsibilities, committee work. Review and develop BMPs for citizens groups and may include revisions/updates to county's Master Plan. (4) Explore examples and strategies for county to own, manage, steward parks and open space. (5) Develop guidelines for small grants program for park bond funds. Recommends paying Sandra Tassell a consultant fee at the rate of \$80 per hour not to exceed \$10,000 (125 hours) plus travel expenses, if any. A motion was made by Commissioner Ford, seconded by Commissioner Barton to amend contract with Sandra Tassel/TPL with regard to development of policies and procedures to further guide the parks and open space bond investment and to update or revise the Hays County Parks and Open Space Master Plan in an amount not to exceed \$10,000 to be paid out of 2007 park bond funds. All present voting "Aye". MOTION PASSED

[T3 - 823] Court convened into closed executive session at 5:03 P.M. and reconvened into open court at 7:00 P.M.

EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODB, REGARDING THK, L.L.C. VS. HAYS COUNTY AND PENDING LITIGATION RELATED THERETO

EXECUTIVE SESSION PURSUANT TO 551.074, OF THE TEXAS GOVERNMENT CODE, TO DISCUSS PERSONNEL MATTERS INVOLVING EVALUATION OF INDIVIDUAL DEPARTMENT HEADS

No action was taken.

Court was adjourned.

I, LINDA C. FRITSCHE, 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 <u>SEPTEMBER 30, 2008.</u>



LINDA C. FRITSCHE, COUNTY CLERK AND EXOFFICIO CLERK OF THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action to approve Change Order Requests for additional, unbudgeted items relating to special needs in Tax Assessor-Collector and Justice of the Peace offices for Pct 4 new office building.

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

PREFERRED MEETING DATE REQUESTED: October 28, 2008

AMOUNT REQUIRED: \$23,291.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 01-414-5741

REQUESTED BY: Luanne Caraway

SPONSORED BY: Ford

SUMMARY:

See attached change order log and breakdown for CPR-029 (\$18,102) and CPR-028 (\$5,189.00).

Further explanation and discussion to be held in court.

Agenda Item Routing Form

DESCRIPTION OF Item:Approve Change Order Requests for additional, unbudgeted items relating to special needs in Tax Assessor-Collector and Justice of the Peace offices for Pct 4 new office building.

PREFERRED MEETING DATE REQUESTED: October 28, 2008	
COUNTY AUDITOR	
Typically Requires 1 Business Day Review	,
AMOUNT AND FUND LINE ITEM NUMBER \$23,291.00 01-414-574	1
COUNTY PURCHASING GUIDELINES FOLLOWED:N/A	
PAYMENT TERMS ACCEPTABLE:Yes	
COMMENTS:	
75211 11	
Bill Herzog	
SPECIAL COUNSEL	
Typically Requires 9 Business Day Review	
CONTRACT TERMS ACCEPTABLE:	
COMMENTS:	
COMMISIONERS' COURT	
APPROVED/DISAPPROVED AND DATE:	
COUNTY JUDGE	
Signature Required if Approved	
DATE CONTRACT SIGNED:	· · · · · · · · · · · · · · · · · · ·



Change Proposal

October 17, 2008

Change Proposal No: 170-029

Project Name: Hays County Precinct 4

Office Building

195 Roger Hanks Parkway **Dripping Springs, Texas**

Submitted To: Jackson & McElhaney Architects 1135 West 6th Street, Ste. 125

Austin, Texas 78703

Attention:

Mr. Michael McElhaney,

We hereby submit a Change Proposal Request (CPR) according to revised plans and specifications issued by the Architects and/or Engineers.

Millwork & Transaction Window Revisions -Speaker System & Rolling Counter Door Additions

For the modifications/revisions as per the attached Proposal Request No. 16, Subcontractor Proposals, and as follows:

Item 1 – Millwork Revisions @ Rooms 106 & 114 Moore Contracting	aman 3,248
Item 2 - Transaction Window Revisions (Option 'A' is quoted. Note Option 'B' on RGC Proposal	1
RGC Advanced Glass (Option 'A' CR Lawrence Model S11Wt8S)	4,238.00
Item 3 Aiphone Speaker Systems	
ADI-Austin (materials only)	7,010.00
BCC Labor Allowance (16 hrs @ \$69.80)	1,117.00
Electrician Assistance Allowance (8 hrs @ \$48.60)	389.00
Item 4 Chilling Champton County	
ما مرود المراجع المراج	
Item 5 - Bedrathan & Desp. Country @ Transpoling Windows	
SPCC (Street Street Supple (60° (80° (80° (80° (80° (80° (80° (80° (8	~400,000
OGO: Allumento Ottoch Angle	010000
Item 6 - Builto Business Filmsglass Function	
According to the second	Selection
Sub-Total	20,002
Overhead & Profit	2,100
Total this Change Proposal	\$ 540,00000 18 102

Total Calendar Days Requested this Change Proposal: 14

Wayne Al Barecky Project Manager

PROPOSAL REQUEST

PROJECT:

Hays County Precinct 4

PROPOSAL REQUEST NO.

Sixteen (16)

Office Building

195 Roger Hanks Parkway

DATE OF ISSUANCE:

September 11, 2008

Dripping Springs, Texas

CONTRACT FOR:

New Building Construction

OWNER:

County of Havs

111 E. San Antonio St., #101

San Marcos, Texas

CONTRACT DATED

February 19, 2008

TO CONTRACTOR:

Barecky Construction

450 Lange Road

Wimberley, Texas 78676

ARCHITECT:

Jackson & McElhaney Architects 1135 West Sixth Street, Ste. 125

Austin, Texas 78703

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within _____7 days or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Subject:

Millwork & Transaction Window Revisions / **Speaker System Addition**

Please provide itemized costs to furnish and install the following items (itemize as these 6 specific items);

- Itemized cost of millwork revisions for Tax Office 114 and Justice of Peace 106. This cost shall be the difference between the original bid and new layout shown on Sheet A7.1. (Furniture, printers and file cabinets are provided by owner.)
 - a. Under this item, break out costs for specific millwork items.
 - b. Also provide cost for deleting 6" millwork shelf at transaction windows.
- 2. Itemized cost of transaction window revisions for Tax Office 114 and Justice of Peace 106 (this cost shall be the difference between the original bid and the new window/shelf combination units attached hereto). Three (3) units shall be 3'-0"x3'-6" high; two (2) units shall be 3'-0"x4'-0" high. Provide submittals for review. Price two model options for the new units:
 - a. OPTION 'A' CR Laurence Model S11W18S; w/ Surround Sound; 18" shelf; oversized deal tray (16"Wx12"Dx2"H); protection level 3.
 - b. OPTION 'B' CR Laurence Model S1EW18S; 18" shelf; oversized deal tray (16"Wx12"Dx2"H); protection level 3.
- 3. Itemized cost for the Aiphone speaker systems; provide five (5) systems as required to facilitate the 5 separate transaction windows. See attached product literature. Provide submittals for review.

Attachments:

Sheet A7.1 by Jackson & McElhaney Architects, dated 9-11-08 Transaction Window catalog sheet by CR Laurence Aiphone product literature and installation instructions

Standard Inset Frame Windows - Stainless Steel

Exterior Glazed Exchange Window

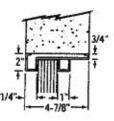
· Standard Inset Frame with Stainless Steel Shelf and Built In Non-Ricochet Bullet Resistant Deal Tray

Exterior Glazed Standard Inset Frame Windows have a Stainless Steel Shelf with Bullet Resistant Deal Tray for passing currency, credit cards, tickets and small articles. The stainless steel frame is designed for installation into walls at least 4-7/8" thick. The shelf is available in depths of 12" or 18". The added depth of the 18" shelf provides a convenient writing surface on the customer's side. The installer mounts the frame and shelf, then permanently seals the glazing material with the provided glazing tape. An overhang or awning is recommended for exterior applications, Common sizes are shown below, alternate sizes are available.

SERIES: S1EW12S - 12" SHELF SERIES: STEW18S - 18" SHELF

OVERALL SIZE	WALE OPENING SIZE
(W x B)	(W x H)
24" x 30"	24-1/2" x 30-1/4"
24" x 36"	24-1/2" x 36-1/4"
24° x 42°	24-1/2" x 42-1/4"
30° x 30°	30-1/2" x 30-1/4"
30" x 36"	30-1/2" x 36-1/4"
30" x 42"	30-1/2" x 42-1/4"
36° x 30°	36-1/2" x 30-1/4"
36" x 36"	36-1/2" x 36-1/4"

WALL OPENING SIZE
(M x H)
36-1/2" x 42-1/4"
48-1/2" x 36-1/4"
48-1/2" x 42-1/4"
60-1/2" x 36-1/4"
60-1/2" x 42-1/4"
72-1/2" x 36-1/4"
72-1/2" x 42-1/4"



12







Deal Tray

SPECIFICATIONS:

Materials: Frame - 11 Gauge Stainless Steel; Shelf - Stainless Steel; Glazing - 1/4" Glass; 1-5/16" Level 1 Glass; 1-1/4" Level 1 Acrylic; 3/4" Level 1 Lexgard; 1-5/8' Level 2 Glass; 1-7/8' Level 3 Glass; 1-1/4' Level 3 Lexgard Finishes: Frame - Brushed Stainless Steel; Shelf - Brushed Stainless Steel

Deal Tray: Level 1 or Level 3 Protection

Instructions Included

Interior Glazed Exchange Window

 Standard Inset Frame Incorporates Surround Sound and Built In Non-Ricochet Bullet Resistant Deal Tray

Interior Glazed Standard Inset Frame Windows with Surround Sound Voice Transmission System, plus Stainless Steel Shelf with Non-Ricochet Bullet Resistant Deal Tray. The stainless steel frame is intended for installation into walls at least 4-7/8" thick. Available shelf depths are 12" and 18". The 18" shelf gives customer a convenient writing surface. Securing the frame to the wall requires the removal and installation of the glazing material and spacer blocks. Common sizes are shown below, alternate sizes are available.

SERIES: S11W12S - 12" SHELF series: Stiwies - 18" Shelf

OVERALL SIZE (W x H)	WALL OPENING SIZE (W x H)
24° x 30°	24-1/2" x 30-1/4"
24° x 36°	24-1/2" x 36-1/4"
24" x 42"	24-1/2" x 42-1/4"
30" x 30"	30-1/2° x 30-1/4°
30" x 36"	30-1/2" x 36-1/4"
30" x 42"	30-1/2" x 42-1/4"
36" x 30"	38-1/2" x 30-1/4"
36' X 36'	36-172" x 36-174"
36" x 42"	36-1/2" x 42-1/4"



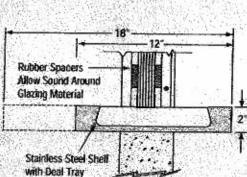






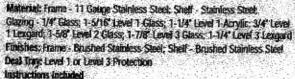
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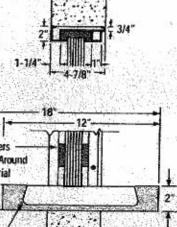


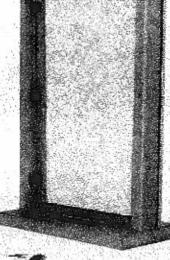




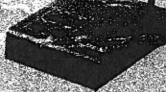
SPECIFICATIONS:





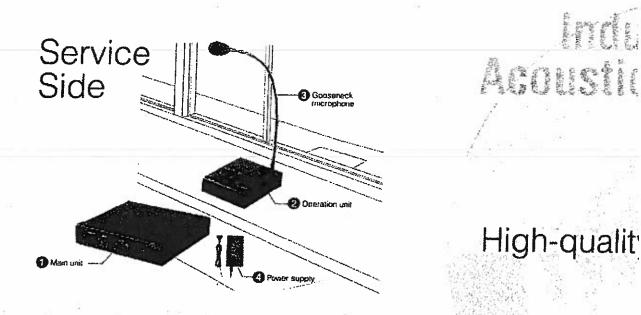






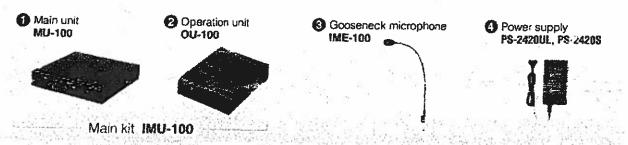
Smooth communication with custome

A window security intercom system using high-security barrier glass is essential for ticket booths at movie theaters, stations, stadiums or theme parks as well as at service windows in banks or consulates. The Aiphone security window intercom system is the first in industry to use an acoustic tube with noise cancelling microphone. It produces clear sound with good volume, allowing smooth communication between the two sides of a service window barrier.



Operator-friendly instant communication for window service

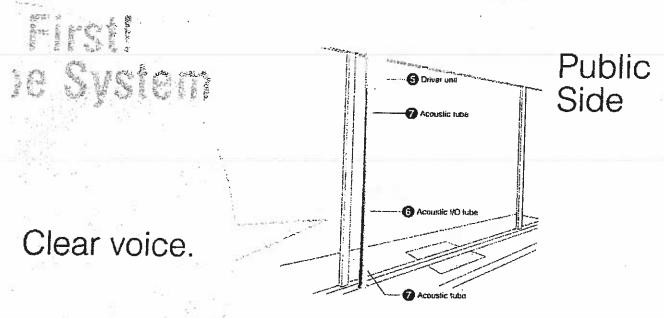
- Gooseneck type microphone is flexible and can be adjusted to any desired position.
- -Mono type headset(commercially available) can be used.
- Uses voice-actuated communication system, requiring no additional operations during conversation.
- When the TALK switch is off, the Operation Unit is put in standby, but still the sound from public side can be heard at reduced volume.
- By linking the system to a human detection sensor, it can switch automatically to communication mode whenever a customer is present.
- ·If a paging speaker is connected, the paging function can be used for calling people in waiting room.



Gooseneck microphone

in a high-security intercom system





Acoustic tube system provides clear voice communication

- An industry first! The use of an acoustic tube system that covers a wide frequency band ensures clear sound quality at an optimum volume.
- The use of a noise canceller reduces unwanted background noise, enabling smooth conversation.
- •The thin shape of the acoustic tube means the field of vision is not obstructed.
- Holes in the barrier glass are not necessary, allowing easier installation and improved safety. It does not affect air conditioners.

A separate speaker system using an optional microphone is also available

- Select the system most appropriate for your installation or cost needs.
- Use a commercially available external speaker.
- Optional macrephorie.
 - Driver unil DR-100

Acoustic tube

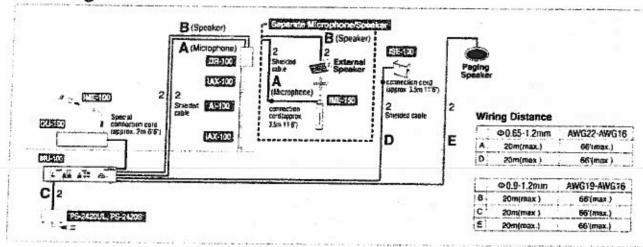
- 6 Acoustic I/O tube
- Acoustic tube IAX-180
- 3 Optional microphone IME-150
- Sensor ISE-100



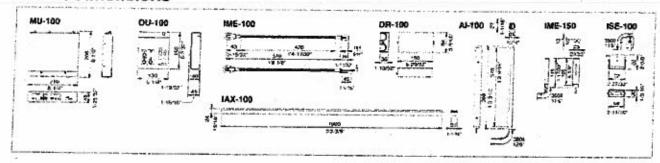


Acoustic interface kit IAI-100





Unit Dimensions



Specifications

Main Kit IMU-100

- Operating tempe
- · External speaker.

DC 24 V

120 mA (standby) 780 mA (maximum) 0°C to 40°C

Transmit output: 3 W 4 Ω Reco Φ3.5 plug imperionce: 32 Ω Paled appr: 40 mW or more Musim

pedance: 4 to 6 ()

rdance: 4 to 8 (2) of input: 3 W or more Maximum

State plane Main unit MU-100: Approx. 1.3 kg (2.87 lbs.) Operation unit OU-100: Approx. 700 g (1.65 lbs.)

Gooseneck Microphone IME-100

Microphone:

Condenser microphone, sin Input sensenity: -45 dB Approx. 190 g (0.42 tbs.)

Acoustic Tube IAX-100

· Housing: · Weight:

Approx. 650 g (1.43 tos.)

Acoustic Interface Kit IAI-100

num input: 6 W Condenser microphone Input sensitivity: 41 dB

Speaker fixing plastic AHS plastic fire resistance 9* Driver unit DR-100: Approx. 300 g (0.66 fbs.) Acoustic I/O auto AI-100: Approx. 400 g (0.88 fbs.)

Optional Microphone IME-150

Approx. 150 g (0.31 lbs.)

Sensor ISE-100

DC 24 V

Approx 120 g (0.26 lbs.)

Distributed by:





JOA-0921

ISO APPL Centified IQA-EMOSSI TOYOTA FACTORY APPHONE CO., LTD





Printed in Japan (E) **OA47067AOI**

IMU-100(E/A) 0605A

2 DESCROPTION

Description

English

This security window intercom system provides a means of communication for two people conducting business on either side of a security window, such as at a bank, theatre, or law enforcement facility.

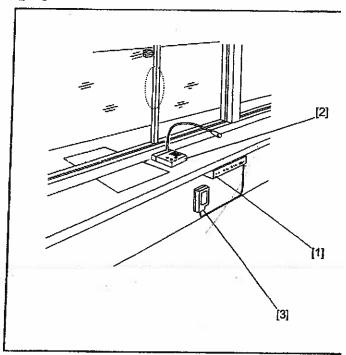
Features

- A new acoustic tube system is used that combines an acoustic tube speaker with a noise canceling microphone. This ensures clear sound quality with sufficient volume.
- The use of the new acoustic tube system means that the unit can be installed without having to make a hole in the barrier glass. The acoustic tube is long and thin, ensuring that the field of vision between the operator and the customer is not obstructed.
- The circuit of the noise canceling microphone is built in to the acoustic tube system, lessening the effects of ambient noise and making sure the operator accurately hears the customer.
- The sound of the customer's voice is concentrated ensuring that nothing is misheard, and the voice of the operator is detected by the VOX circuit and transmitted automatically. This means that no operations are necessary during communication, making it a smooth and user—friendly system.
- When the operator leaves the booth or does not want voices from inside to be heard outside, the system can be put into standby mode by turning off the TALK switch so that sound is not transmitted.
- A volume switch is provided that can be changed from "Lo" to "Hi" when there is an increase in ambient noise or if a customer is hard of hearing.
- Option: A sensor is available that automatically switches the system to standby mode when there are no customers (automatic operation system).
- Option: There is a in-built paging function so that customers in outside waiting rooms can be easily called. A separate paging speaker must be installed for this function.

3

INSTALLATION

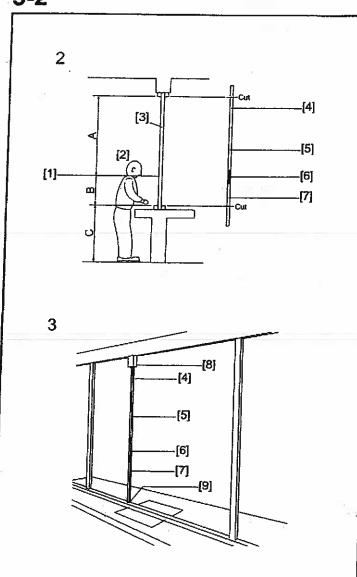
3-1



Operator units

English

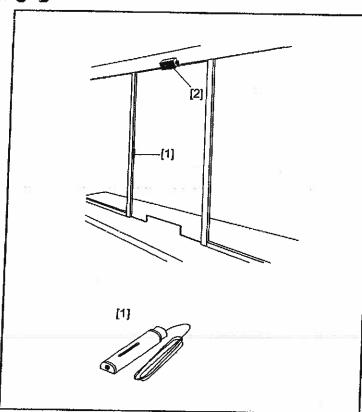
- [1] Main unit MU-100
 Position under the desk. Can be installed with the mount bracket provided.
- [2] Operation unit OU-100
 Position on the left or right of the window desk, in a user friendly location.
- [3] Power supply adapter PS-2420UL/2420S
 Position between the AC outlet and main unit in a locatic where it can be easily installed.
- Drill holes for wiring as needed before installing the units.



Acoustic interface

Engli

- [1] Center of acoustic I/O tube
- [2] Customer
- [3] Barrier glass
- [4] Upper acoustic tube (2)
- [5] Upper acoustic tube (1)
- [6] Acoustic I/O tube
- [7] Lower acoustic tube
- [8] Driver unit
- [9] Tube fixer
- Estimate the average height of customers, taking into acc gender and age differences. Mark on the glass the height where the average customer's head would be during a conversation with the operator. Gustomers usually bend c a little when they talk.
- · Recommendation: 130cm (51") above the floor
- If voices can pass directly through the cash tray opening, can be used for communication with customers who are children. If the window has such an opening, children can b excluded from the average height estimate.
- Referring to the diagram, measure the vertical dimension the barrier glass of the booth in the area where you inteninstall the tubes, and decide how many acoustic tubes ar necessary.
- · At least one acoustic I/O tube must be used.
- The total length of the acoustic tube is 1m (3'3"), and it mube installed on both the upper and lower sides of the acous I/O tube. It is possible to cut the acoustic tube and use the pieces above and below the acoustic I/O tube.
- ⚠ The position measurements you have made will be used durinstallation, so be sure to record them.
- 3. Determine the position on the exterior of the barrier glass
- The optimum position is with the center of the acoustic I/C tube at the height of the customer's mouth, and 300mm to 400mm (12" to 16") to the right or left.
- Install the driver unit in the position where the glass and ceil meet (sash).
- install the acoustic tube vertically on either the left or right s of the customer, whichever is more appropriate.
- Be sure to install the tube not just simply by attaching it to t glass, but also by using the screws to fix it to the ceiling at t top and the counter at the bottom.
- ⚠ 1. If liquid or moisture gets into the acoustic tube it could result in a malfunction, so select the installation position carefully.
- ⚠ 2. The sections below the driver unit (acoustic tube, acoust
 I/O tube) are water-resistant. Even so, do not directly
 spray them with water, as it could result in a malfunction



Outer microphone/speaker

English

The system can be used with an optional microphone and external speaker if the acoustic interface kit and acoustic tube are not installed.

- [1] Optional microphone IME-150
- [2] External speaker
- Use one optional microphone. The optimum position is at the height of the customer's head, and 300mm to 400mm (12" to 16") to the right or left. It is recommended that the microphone be installed on the vertical mullion of the window.
- Use one external speaker. Install above the head of the customer in a position where the sound can be clearly heard.
 Use a type of speaker suitable for your needs.

Impedance: 4 to 8 Ω Rated input: 3 W or more

Maximum input: 6 W or more

- · Lay out the wires within the mullion, or use a raceway.
- ⚠ 1. If liquid or moisture gets into the microphone it could result in a malfunction, so select the installation position carefully.
- ⚠ 2. The optional microphone is not water-resistant.



MOUNTING

4-1

Main materials and tools

Engli:

- 1. Main materials
- · Double-sided tape

Select a tape suitable for your usage environment. Recommendation: 4910 (made by 3M)

If you are using the acoustic tube system, cut a piece of tapproximately 50cm (20") longer than the total length of t tubes,

If you are using the optional microphone, cut a piece of ta approximately 10cm (4") in length.

Connection cable

Use a 2-conductor shielded cable for the microphone, and 18AWG cable for the speaker. The cables should be long ent to extend from the microphone and speaker to the main up

Cleaning fluid

Fluid for cleaning the surface before adhesion (a fluid that not affect the adhesive power of the double-sided tape).

- 2. Special tools
- · Metal saw

Use for cutting the acoustic tube.

File

Use to smooth the cut surfaces of the acoustic tube.

MOORE CONTRACTING

3412 East 4th Street, Austin, Texas 78702 512-386-6349, Fax 512-386-6350

PROPOSAL

DATE: 07/01/08

PROP 0833

TO: Barecky Construction Co., 842-2106, Fax 842-2206

PROJECT: Hays Co. Pct. 4 Office Building

SCOPE & DESCRIPTION: 06402 - AWI custom grade flush overlay cabinets and countertops constructed using particle board melamine clad with plastic laminate and plastic laminate over plywood countertops. Moore Contracting standard hardware is included.

 Room 124 – Break – 4/A7.0 – Plastic laminate clad base and upper units, ADA unit, D.W. unit and plastic laminate countertop.

Room 113A - Multi-Purpose - 8/A7.0 - Plastic laminate clad base and upper units, ADA

unit and plastic laminate countertop.

3. Room 106 - JP - 10/A7.0 - Plastic laminate over plywood countertop, metal counter supports (unpainted), 2 keyboard roll-outs, grommets and a 2 level pass-through.

4. Room 114 - Tax Office - 10/A7.0 - Plastic laminate over plywood countertop, metal counter supports (unpainted), 2 keyboard roll-outs, grommets and 2 pass-throughs.

EXCLUSIONS - SEE ABOVE AND AS FOLLOWS: 1) finishing, priming, staining, sealing, puttying, filling or any caulking, except where backsplash meets countertop; 2) any work not included under description above; 3) any wood trim not included above; 4) any up charge plastic laminates including special or premium colors and finishes; 5) bond; 6) sales tax on material; 7) WIC certification program; 8) any mock-up or sample cabinet construction for submittals; 9) product certificates or qualification data; 10) locks on cabinets.

TOTAL INCLUDING INSTALLATION:

Original quite

Submitted by: Emmett Moore, Moore Contracting

This proposal may be withdrawn if not approved within 30 days.

MOORE CONTRACTING

3412 East 4th Street, Austin, Texas 78702 512-386-6349, Fax 512-386-6350

CHANGE PROPOSAL

DATE: 10/06/08 PROP 0847

TO: Barecky Construction Co., 842-2106, Fax 842-2206

PROJECT: Hays Co. Pct. 4 Office Building

SCOPE & DESCRIPTION: 06402 – AWI custom grade flush overlay cabinets and countertops constructed using particle board melamine clad with plastic laminate and plastic laminate over plywood countertops. Moore Contracting standard hardware is included.

Room 124 – Break – 4/A7.0 – Plastic laminate clad base and upper units, ADA unit, D.W. unit and plastic laminate countertop.
 No change in price.

Room 113A – Multi-Purpose – 8/A7.0 – Plastic laminate clad base and upper units, ADA unit and plastic laminate countertop.
 No change in price.

Room 106 – JP – 10/A7.0 – Plastic laminate over plywood countertop, metal counter supports (unpainted), 2 keyboard roll-outs, grommets.
 New elevations per 6 & 7/A7.1: Plastic laminate countertops with flush, exposed hardwood edge, (2) plastic laminate clad 4 drawer file units, (2) shop built keyboard roll-out shelves, Hafele counter supports and (6) grommets – Total
 \$3,930.00
 Less original proposal amount for this room
 \$1,880.00
 \$2,050.00

4. Room 114 – Tax Office – 10/A7.0 – Plastic laminate over plywood countertop, metal counter supports (unpainted), 2 keyboard roll-outs, grommets and 2 pass-throughs. New drawings.3, 4, 5 and 8/A7.1: Plastic laminate countertops with flush, exposed hardwood edge, plastic laminate clad lateral drawer file unit, plastic laminate clad reg. file drawer units, plastic laminate clad/white melamine cabinets, shop built keyboard roll-out shelves, grommets and Hafele countertop supports. Total \$7,803.00 Less original proposal amount for this room -\$2,100.00 \$5,703.00

EXCLUSIONS – SEE ABOVE AND AS FOLLOWS: 1) finishing, priming, staining, sealing, priming, puttying, filling or any caulking, except where backsplash meets countertop; 2) any work not included under description above; 3) any wood trim not included above; 4) any up charge plastic laminates including special or premium colors and finishes; 5) bond; 6) sales tax on material; 7) WIC certification program; 8) any mock-up or sample cabinet construction for submittals; 9) product certificates or qualification data; 10) locks on cabinets.

TOTAL INCLUDING INSTALLATION:

\$13,313,00

Hew quot

Submitted by: Emmett Moore, Moore Contracting This proposal may be withdrawn if not approved within 30 days.

13,313-\$\frac{9,540-}{3,773-}
\$\frac{525-}{546-}
\$\frac{525-}{546-}
\$\frac{3,248-}{3,248-}
\$



21303 Martin Lane Pflugerville, Tx 78660 Phone: 512-990-2657 Fax: 512-990-7301 Email: clintrgc@yahoo.com

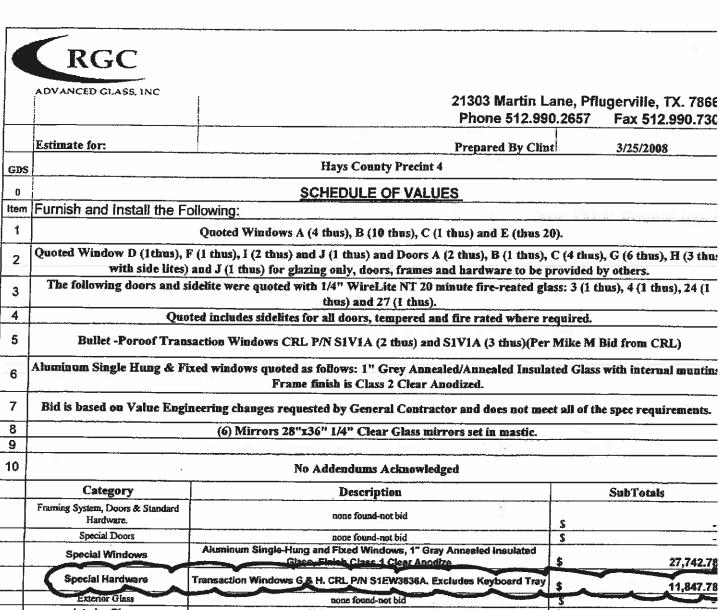
Hays County Precinct 4

Transaction Windows

Original Proposal \$11,847.78 (amount under contract)

Add of New Transaction Windows Option 'A': \$4,238.42 (add to \$11847.78) New Total: \$16,083.20

Alternate to provide Option 'B': Add \$15,687.62 (add to \$11847.78) New Total: \$27,535.40



	87	, postipular	l Subia		
	Framing System, Doors & Standard Hardware.	none found-not bid	s		
	Special Doors	none found-not bid	S		
	Special Windows	Aluminum Single-Hung and Fixed Windows, 1" Gray Annealed Insulated Glass, Finish Class 1 Clear Annulze	\$	27,742.7	
	Special Hardware	Transaction Windows G.S. H. CRL P/N S1EW3536A, Excludes Keyboard Tray	\$	11,847.78	
	Exterior Glass	none found-not bid	3		
	Interior Glass	1/4' Clear Tempered Glass	\$	3,452.80	
	Fire-Rated Glass	1/4" WireLite NT with Diamond Pattern Glass	\$	4,046.77	
	Mirrors	1/4" Clear Glass Mirror set în mastic.	\$	378.00	
	Mounting Holes	If Required	\$	-	
	Caulking	Interior and Exterior	\$	2,580.00	
	Brake Metal	none found-not bid	\$	-	
	Lift Rental	(1) 20' Lift for 30 Days	\$	3,300.00	
	Freight	not required	S	-	
	Other	Travel Expense for out of area	\$	1,800.00	
	Other	Shower Doors	\$	2,290.99	
	Labor to Fabricate & Install		\$	16,720.54	
		Grand Total (without tax)	S	74,159.66	
		*PRICE GOOD FOR THIRTY DAYS FROM DATE ABOVE.			
110		If Applicable Estimated Sales Tax on Materials Only	\$	4,451.53	
		GRAND TOTAL with Sales Tax		78,611.19	
		Addendums Acknowledged:	None		
	Exclusions:				
	ite preparation or backing.			· · · · · · · · · · · · · · · · · · ·	
10	emolition.		·		

NOTE: This bid does NOT necessarily cover all items in Division 8. It does not cover anything NOT specifically mentioned above. This bid is specifically limited to the counts, descriptions & brands listed above. Please review thoroughly.

Main Identity

From:

"Wayne Barecky" <wbarecky@barecky.com>
"Wayne Barecky" <wbarecky@barecky.com>

To: Sent:

Tuesday, October 14, 2008 3:45 PM

Subject:

Fw: Hays Co. Pct. 4; Aiphone Intercom System for Transaction Windows

Original Message —

From: Steven Turkasz

To: wbarecky@barecky.com

Sent: Tuesday, October 07, 2008 9:14 AM

Subject: FW: Hays Co. Pct. 4; Aiphone Intercom System for Transaction Windows

82220250C \$85.00 for 500' Roll 82180210C \$450.00 for 1,000' Roll

Total Wire \$535.00

From: David Cabrera

Sent: Friday, September 26, 2008 11:41 AM

To: Steven Turkasz

Subject: FW: Hays Co. Pct. 4; Aiphone Intercom System for Transaction Windows

From: Wayne Barecky [mailto:wbarecky@barecky.com]

Sent: Friday, September 26, 2008 9:55 AM

To: David Cabrera

Subject: Re: Hays Co. Pct. 4; Aiphone Intercom System for Transaction Windows

David...Just checking in with you again. Able to get the rest of this pricing?..

--- Original Message ---

From: David Cabrera
To: Wayne Barecky

Sent: Wednesday, September 24, 2008 11:59 AM

Subject: RE: Hays Co. Pct. 4; Aiphone Intercom System for Transaction Windows

Wayne, here is your cost on the Aiphone parts

IMU-100 \$609.00 ea X 5 = \$3,045.00

IME-100 \$102.00 ea X 5 = \$510.00

IAI-100 \$456.00 ea X 5 = \$2,280.00

IAX-100 \$55.00 ea X 5 = \$275.00

PS2420UL \$73.00 ea X 5 = \$365.00

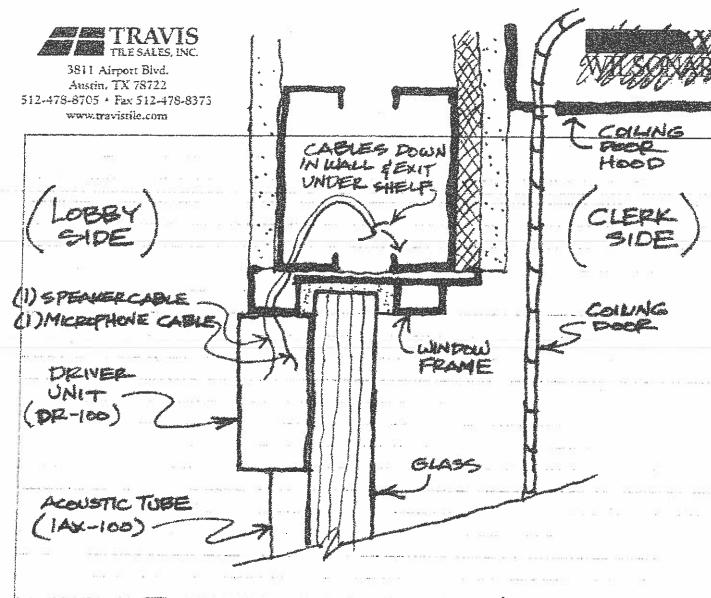
Total Components \$6,475.00

Total Wire \$535.00

Total Components & Wire \$7,010.00

I'm getting current pricing on the wire and will send that to you shortly, Thanks, DC

From: Wayne Barecky [mailto:wbarecky@barecky.com]



TRANSACTION WINDOW HEAD

W/APPLICATION OF INTERCOM SYSTEM

HAYS CO. PET. 4 9-17-08

WAYNE & RON -

SPOKE WITH THE MFR. (AIPHONE) & THEY
DESCRIBED THIS TYPE OF INSTALLATION WHICH IS ALSO SHOWN ON PAGES 8-12
OF THE INSTALLATION & OPERATION MANUAL.
CAN WE PRE-WIRE THESE TWO CABLES SO WE DON'T NEED AN EXPOSED J-BOX ON THE LOBBY SIDE?

Change Order Log for Commissioner's Court 10-22-08

CPR#	Description:	Cost:
:		
28	Add Elect. Outlets/Circuits in Tax Office and JP Office	5,189.00
29	Tax Office and JP Office Millwork Revisions, Transaction Window Revisions and Speaker Systems at Transaction Windows	18,102.00
	Net Total	23,291.00



Change Proposal

October 10, 2008

Change Proposal No: 170-028

Project Name: Hays County Precinct 4

Office Building

195 Roger Hanks Parkway **Dripping Springs, Texas**

Submitted To: Jackson & McElhaney Architects 1135 West 6th Street, Ste. 125

Austin, Texas 78703

Attention:

Mr. Michael McElhaney,

We hereby submit a Change Proposal Request (CPR) according to revised plans and specifications issued by the Architects and/or Engineers.

Addtl Elec Outlets/Circuits (PR 21 & 21R)

For the additional electrical outlets/circuits in Tax Office Rm 114 and Justice of the Peace Rm 106 as per the attached PR's 21 and 21R and as per the attached proposal.

BJ Electric – PR 21 Tax Office Rm 114	3,609.00
BJ Electric – PR 21R Justice of the Peace Rm 106	903.00
Sub-Total	4,512.00
Overhead & Profit	<u>677.00</u>

Total this Change Proposal

\$ 5,189.00

Total Calendar Days Requested this Change Proposal: 0

Respectfully,

Wayne Al Barecky Project Manager

PROPOSAL REQUEST

PROJECT:

Hays County Precinct 4

PROPOSAL REQUEST NO.:

Twenty-One (21)

Office Building

195 Roger Hanks Parkway Dripping Springs, Texas

DATE OF ISSUANCE:

October 6, 2008

OWNER:

County of Hays

CONTRACT DATED:

CONTRACT FOR:

New Building Construction

111 E. San Antonio St., #101 San Marcos, Texas

February 19, 2008

TO CONTRACTOR:

Barecky Construction

ARCHITECT:

Jackson & McElhaney Architects 1135 West Sixth Street, Ste. 125

Austin, Texas 78703

450 Lange Road

Wimberley, Texas 78676

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within _____4 ___days or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Subject: Additional Electrical Outlets/Circuits in Tax Office Rm. 114

Provide itemized costs for circuiting the six (6) electrical circuits for use in Tax Office Room 114. The attached Sheets 1 and 2 describe how the circuits shall be wired and located along the transaction window wall.

- Circuit 22, which was already scheduled for use in this area, shall be used for one of these circuits.
- Four of the new circuits shall use the four circuits freed up from the omitted hand dryers.
- One of the new circuits shall be one of the original spare circuits.
- All breakers shall be 1-pole/20Amp; all wire shall be #10.

Contact architect if additional information is required.

Attachments:

Two (2) 8½"x11" Sketches "Sheet 1 and Sheet 2" for Proposal Request #21, dated 10-6-08

REQUESTED BY:

Michael McElhaney, AIA

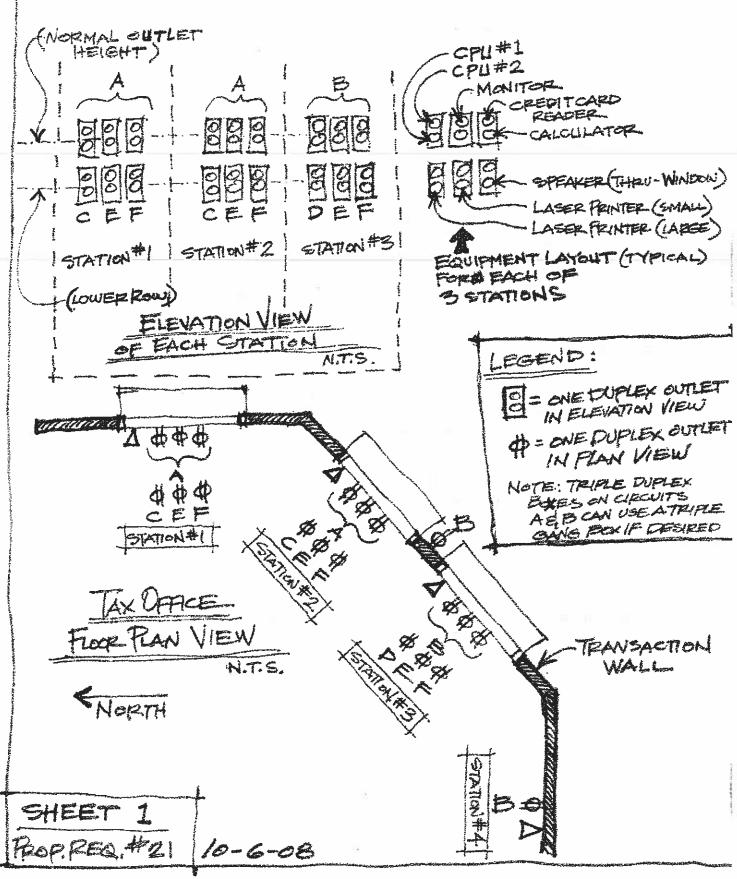
PROPOSAL REQUEST

PROJECT: Hays County Precinct 4 PROPOSAL REQUEST NO.: Twenty-One Revised (21R) Office Building 195 Roger Hanks Parkway DATE OF ISSUANCE: October 7, 2008 **Dripping Springs, Texas** CONTRACT FOR: **New Building Construction** OWNER: County of Hays 111 E. San Antonio St., #101 CONTRACT DATED: February 19, 2008 San Marcos, Texas TO CONTRACTOR: **Barecky Construction** ARCHITECT: Jackson & McElhaney Architects 450 Lange Road 1135 West Sixth Street, Ste. 125 Wimberley, Texas 78676 Austin, Texas 78703 Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within _____4 __days or notify the Architect in writing of the date on which you anticipate submitting your proposal. THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS. Subject: Additional Electrical Outlet/Circuit in Justice of Peace Rm. 106 Provide itemized costs for circuiting one new circuit for use in Justice of Peace Rm. 106 if there is a spare circuit available. This circuit G will be used for a dedicated circuit for the thru-window speaker system in this room (to help avoid possible noise through the speakers). Circuit G shall have one (1) duplex and be located directly under the 36"x44" transaction window. This new circuit shall be one of the original spare circuits or one of the circuits freed up from omitting other electrical devices in previous PR's or ASI's. New breaker shall be 1-pole/20Amp; all wire shall be #10. Contact architect if additional information is required. Please Note: On each outlet installed according to Proposal Request Nos. 21 and 21R, provide a permanent label on the face plate identifying the function and the circuit number.

REQUESTED BY: Michael McElhaney, AIA

Attachments: (none)

HAYS CO. PRECINCT 4



TAX OFFICE CIRCUITS ON TRANSACTION WINDOW WALL:

EACH CIRCUIT LETTER BELOW SHALL BE ASSIGNED TO SEPARATE DEDICATED CIRCUIT NUMBER THAT IS NOT CURPENTLY BEING USED CEXCEPT ONE OF THESE CAN BE CIRCUIT#22):

CIPCUIT A' - 4 CPU'S + 2 MONITORS + 2 CREDIT CARD
READERS + 2 CALCULATORS

CIRCUIT 'B' - 2 CPLI'S + | MONITOR + | CREDIT CARD
READER + | CALCULATOR + 2 CONVENIENCES

CIPCUIT 'C'- 2 LARGE LASER FRINTERS

CIRCUIT 'D' - I LARGE LASER PRINTER.

CIPCUIT 'E' - 3 SMALL LASER FRINTERS

CIRCUIT F' - 3 SPEAKER SYSTEMS (THRU-WINDOW)

THEFEFORE, 5 OF THE UNUSED (SPARE) CIRCUITS SHALL BE ASSIGNED TO THIS AREA OF THE TAX OFFICE.

SHEET 2.

ROP. PEQ.#21 10-6-08

HAYS CO. PEECINGT 4
OFFICE BLDG.

mater 192 50 Labor 592 93 045 P 117 21

No. of pages including cover 3

рг21

COMPANY CONFIDENTIAL

QUOTED BY: James Payne

MATL EMT	SIZE	MATL,	QT	K.	PER EA.	EXT.	LABOR	EXT
EWI				_			UNIT	-
	2/4 5 1	RED Wire Nuts		9	.0200	0,1	9 0:0	
	3/4 Inch	EMT		240	.6800			
		SOS		38	.2700	10.20		
		RT CONN RT COUP		10	.5800	5.86		<u>, </u>
		1/4 ANCHORS		30	.6900	20.70		. 2.
	- 	#10 WIRE		44	.2200	9.68		3.
EMT		HIO WIKE		340	.2500	585.00		11.
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	+	breaker						
		3 gang box		5	14.0000	70.00	.400	2.0
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SEALTITE								
WIREMOLD								
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IMC								
vc							T	
VC	†			+-	$-\!\!-\!\!\!\perp$			
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XTURES			 	+				201
OXES								-
EVICES		5362 receptable	1.5		4.5600			
		plate				68.40	.250	3.75
D	DO NOT E	NTER DATA ON THIS L	INE - ENT	RVV	VIII RR I	10.26	.090	0.54
			RECA	D	TOU DE 1	COST DEON CONSUL	WATION	
			ICECA	1				
			 	 -				
	2	SUBTOTALS		 				
			 			\$1,017.48		43.63
	1,1		 -				R RATE:	\$48.60
			 			SUI	TOTAL:	\$2,120.42
	Ī	OTAL LABOR AND MA	TERIALS			4		
	ifi	AX:				\$3,137.90		
		MATERIAL:	0.00					
	———	LABOR:	0.00			20.00		
			0.00			\$0.00		
		IRTOTAL.				\$3,137.90		
		UBTOTAL:	TV.					
		UBTOTAL: ONTINGENCY:	Plus	Mir				
	C	UBTOTAL: ONTINGENCY: (Enter Percentage ==>)	Phus 15,00		nus 0.000	\$470.68		
	C	UBTOTAL: ONTINGENCY: (Enter Percentage ==>) (Enter Dollar Value ==>)				\$470.68 \$0.00		20 228
	C	UBTOTAL: ONTINGENCY: (Enter Percentage ==>) (Enter Dollar Value ==>) ONDING FEE:				\$470.68 \$0.00 \$0.00		
	E T	UBTOTAL: ONTINGENCY: (Enter Percentage ==>) (Enter Dollar Value ==>)	15.00			\$470.68 \$0.00		

pr21r

COMPANY CONFIDENTIAL

QUOTED BY: James Payne

MATL EMT	SIZE	MATL.	QTY	. PER I	EA.	EXT.	LABOR	EXT.
ZJOX I			5 v.	_			Old 1	
	3/4 Inch	RED Wire Nuts			200	0.06	.010	0,0
	3/4 [[]0]	EMT			800	68.00		6.0
		SOS			700	3.78		1,2
		RT CONN			800	1.16		0.1
	_+	RT COUP			900	8.28	.070	0.8
		1/4 ANCHORS #10 WIRE			200	3.52	.076	1.1
EMT		#10 MIKE	3	30 25	00	\$2.50	.005	1.6
3.	48							
FL;EX	-							
SEALTITE		- 						
VIREMOLD								
								
								
JGID		 					, , , , , , , , , , , , , , , , , , ,	
IMC	 							1878 T
VC		-						
VC	┩──—							
		 						
TRE			_		**			
2.4	 -							
XTURES	<u> </u>	 						
OXES	-		 					
	4-s	bracket box	- 					
30	-			I 3.660		3.66	.350	0.350
VICES	 	sgpr 5362 receptacle		1.510		1.51	.070	0.070
	 	plate	<u> </u>	4.5600		4.56	.250	0.250
		breaker	<u> </u>			1.47	.070	8.070
LD O	DO NOT E	NTER BATA ON THIS I	TATE Years	14.0000		14.00	.400	0.400
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						SUB	TOTAL:	\$592.92
	拓	TOTAL LABOR AND MA	Programme ()					
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-								
		MATERIAL:	0.00	* ,		\$0.00		
		LABOR:	0.00			\$0.00		
	<u> S</u>	UBTOTAL:				\$785,42		
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		ONDING FEE:	-					
						\$0.00 H	- 1	4
4	Ĩ	OTAL RICE QUOTED:		- †		\$903.23		

21 Rm 106

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Discussion and possible action regarding a Resolution requesting TCEQ to consider the Petition for Rulemaking as submitted by the Barton Springs/Edwards Aquifer Conservation District and the City of Austin regarding prohibition of effluent discharge in the Contributing Zone of the Barton Springs segment of the Edwards Aquifer.

prohibition of effluent discharge in the Contributing Zone of the Barton Springs segment of the Edwards Aquifer.
TYPE OF ITEM: ACTION
PREFERRED MEETING DATE REQUESTED: October 28, 2008
AMOUNT REQUIRED: N/A
LINE ITEM NUMBER OF FUNDS REQUIRED: N/A
REQUESTED BY: FORD
SPONSORED BY: FORD
SUMMARY:
Resolution attached.



IN THE MATTER OF PROPOSED RULEMAKING CONCERNING	§ 8	BEFORE THE QUALITY
WATER QUALITY MANAGEMENT IN THE ONION CREEK AND	Š Š	TEXAS COMMISSION 75% OCT - 1 PM 1: 2
BARTON CREEK WATERSHEDS	§ §	ENVIRONMENTAL QUOHIEF CLERKS OFFICE

PETITION FOR RULEMAKING

TO THE HONORABLE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY:

Petitioners, Barton Springs/Edwards Aquifer Conservation District ("District") and the City of Austin ("City"), respectfully request that the Texas Commission on Environmental Quality ("TCEQ" or "Commission") institute rulemaking to adopt new rules under 30 Tex. Admin. Code Chapter 311 concerning water quality management in the Onion Creek and Barton Creek Watersheds.

The District and City seek this rulemaking pursuant to Tex. Gov't Code § 2001.021 and TCEQ Rule 30 Tex. Admin. Code § 20.15.

I. STATEMENT OF AUTHORITY

The new rule is proposed under Texas Water Code §§ 5.013(a)(3), 5.103, 5.105, 26.003, 26.011, and 26.023. In particular, Texas Water Code §§ 26.011 and 26.023 authorizes the Commission to promulgate rules necessary to protect water quality and to set water quality standards for all waters in the state.

The District is a Groundwater Conservation District created by an act of the 70th Legislature and subject to various requirements of Texas law governing groundwater districts, including Texas Water Code Chapter 36. The District's enabling legislation, S.B 988 of the 70th Legislature now codified at Special Laws District Code § 8802, further elaborates the governing authority under Chapter 36.

The District's primary function is to provide for the conservation, preservation, protection, recharging, and prevention of waste of groundwater and of groundwater reservoirs in the Barton Springs segment of the Edwards Aquifer ("Aquifer") and of all other aquifers in the District's jurisdiction. To achieve these goals, the District has continuing programs in aquifer science, regulatory compliance, and education and community outreach, and from time to time grant-funded programs that supplement the other, ongoing program areas. It also works cooperatively with other political jurisdictions to achieve both the District's and their own objectives.

The District is governed by its own Board of Directors, comprised of five publicly elected directors from five single-member precincts, with each director serving a four-year term. The District is an independent, local agency of the state, and it is not an organizational element of some other administrative state agency.

The District comprises about 250 square miles in parts of four counties: Bastrop, Caldwell, Hays, and Travis counties; most of the District is in southern Travis and northern Hays counties. Concern about how to protect the Aquifer in this area was the driving force behind the formation of the District and was used initially to define the District's boundaries. These boundaries corresponded to the Colorado River on the north; the western edge of the Aquifer's recharge area on the west; the approximate position of a geohydrologic divide on the south that separates the Barton Springs segment from the southern, or San Antonio, segment; and the easternmost part of the freshwater part of the Aquifer on the east, i.e., the area west of the so-called "Bad Water Line."

The City is a Texas home rule municipal corporation situated in Travis, Williamson, and Hays Counties. The City's jurisdiction extends through much of the Barton Springs Segment of

Barton Springs/Edwards Aquifer Conservation District's and the City of Austin's Petition for Rulemaking Page 3 of 8

the Edwards Aquifer. The City uses water from the Aquifer and relies on it to support flows to Barton Springs. These springs supply drinking water used by the citizens of Austin and provide a unique aesthetic and recreational resource for hundreds of thousands of visitors annually. Furthermore, the springs and their flows of high quality fresh water from the aquifer provide the only known habitat for the endangered Barton Springs salamander (Eurycea sosorum) (Salamander). Barton Springs is located inside the City limits and is the only known habitat for this endangered Salamander. The City holds a Federal 10a permit requiring the City to assure protection of the Salamander. Barton Springs also serves as the centerpiece of Austin's extensive and award-winning parks system. In order to sustain Barton Springs and the values it brings to the City and its citizens, the City has invested more than \$80 million in voter approved bonds to purchase sensitive properties and conservation easements throughout the recharge zone for the sole purpose of maintaining water quality in Barton Springs. Many of these properties have water wells that may also be impacted by effluent in the discharge route. These impacts, as well as the threat to recreational uses of our Barton Springs Pool and other surface waters, spurred the Austin City Council to adopt a resolution calling for new rules under 30 Tex. Admin. Code Chapter 311 for improved water quality management in the Onion Creek and Barton Creek Watersheds to protect the Contributing Zone of the Barton Springs segment of the Edwards Aquifer.

The Aquifer is an EPA-designated sole-source of drinking water, which serves as a primary source of drinking water for tens of thousands of people and is a vital resource to the general economy and welfare of the City and the State of Texas. The Aquifer forms the only known habitat for the endangered Barton Springs salamander, Eurycea sosorum, as well as the

Austin blind salamander, Eurycea waterlooensis, a candidate for endangered listing under the federal Endangered Species Act.

The District is entitled to petition for rulemaking under Texas Gov't Code § 2001.021 and Commission Rule 30 Tex. Admin. Code § 20.15. The address of the District is 1124 Regal Row, Austin, Texas 78748. The District's Board of Directors adopted a resolution authorizing this Petition. A copy of the Resolution is attached as Exhibit "A".

The City is entitled to petition for rulemaking under Texas Gov't Code § 2001.021 and Commission Rule 30 Tex. Admin. Code § 20.15. The address of the City is 301 West 2nd Street, Austin, Texas 78767.

II. EXPLANATION OF PROPOSED RULE

Petitioners propose the adoption of a new subchapter in Chapter 311 of the TCEQ's rules entitled "Water Quality Management of the Onion Creek and Barton Creek Watersheds." A copy of the proposed rule is attached as Exhibit "B." The proposed rule defines water quality areas and watersheds of Onion and Barton Creeks and prohibits the discharge of pollutants into these water quality areas. Any new or expanded wastewater treatment facilities in the water quality areas would be allowed disposal without discharge so long as the facility satisfies specific requirements, including achieving effluent treatment that meets or exceeds: 5 mg/l carbonaceous biochemical oxygen demand; 5 mg/l total suspended solids; 2 mg/l ammonia nitrogen; and, 1 mg/l total phosphorus. Currently permitted facilities may continue to operate under existing permits and may apply for renewal of the permits unless the facility is noncompliant. Permit renewals of noncompliant facilities and permit amendments resulting in additional treatment capacity will require disposal without discharge. Storm water and specifically listed non-storm

Barton Springs/Edwards Aquifer Conservation District's and the City of Austin's Petition for Rulemaking Page 5 of 8

water discharges may be authorized by permit. Applicants for a wastewater permit must demonstrate that a proposed centralized treatment system is advantageous over a modern decentralized system.

III. TEXT OF THE PROPOSED RULE

The rule is proposed as new Subchapter I of Chapter 311. The new subchapter I consists of §§ 311.91-311.96. A copy of the proposed rule is attached as Exhibit "B." Because the proposed subchapter currently does not exist, all of the text would be newly-added to the Commission's rules.

IV. INJURY FOR FAILURE TO ADOPT THE PROPOSED RULE

At the time of filing of this petition, all wastewater from development in the contributing and recharge zones of the Barton Springs segment of the Edwards Aquifer is currently managed by methods other than direct discharge. While direct discharges in the recharge zone are prohibited by TCEQ rules, discharges in the contributing zone just upstream of the recharge zone are not prohibited. This is the water quality area where direct discharge is prohibited under the rule proposed by Petitioners. Unless prohibited by the adoption of the proposed rule, direct discharge in such an environmentally sensitive area from time to time and especially over the long-term will have definite detrimental impacts on the surface water quality and ecology of receiving streams in the contributing zone, the drinking water of the tens of thousand of groundwater users of the Edwards aquifers, and the water quality and endangered species of Barton Springs.

The tolerance for increases in nutrients of hill country streams, such as those in the Onion Creek and Barton Creek watersheds, is extremely low. Even under designed operating

Barton Springs/Edwards Aquifer Conservation District's and the City of Austin's Petition for Rulemaking Page 6 of 8

conditions, treatment plants can substantially increase both nitrogen and phosphorus species over background concentrations in receiving stream waters. These increases will likely and not infrequently lead to eutrophic and/or anoxic surface and subsurface water conditions during extended periods of time, and therefore to both nuisance and human health concerns in the groundwater-based drinking water supplies. Studies by the District, the City, the USGS, and others indicate there is ample, supportable reason to believe that water quality degradation and current uses will be significantly impaired, on both a continuing and episodic basis, from discharges into the water quality areas defined under the proposed rule. Current TCEQ modeling of such proposed discharges only addresses the direct, near-term effects of the discharges under steady-state and as-designed effluent quality, and it does not take into account cumulative, secondary, long-term effects on water quality of the ponds and streams, even though they are just upstream of the Aquifer's recharge zone. Without adoption of the proposed rule, future development in these watersheds will lead to discharges and degradation of water quality. With the adoption of the proposed rule, domestic wastewater treatment facilities in the water quality area will use an alternative "no discharge" disposal method to dispose of treated effluent that has been proven to be effective in protecting water quality in these hill country watersheds if properly sited, designed, and operated under a Texas Land Application Permit.

Creeks and streams in the Onion Creek and Barton Creek Watersheds (e.g. Onion, Bear/Little Bear, Slaughter, and Barton Creeks) are the primary streams recharging the Aquifer. Once the water moves into the Aquifer in the recharge zone, it is fairly rapidly transmitted through the Aquifer. The rapid movement of effluent, whether treated-as-designed, partially (i.e., more poorly) treated, or in a not-inconceivable worst case of raw (untreated) sewage, from the recharge areas to discharge areas at Barton Springs could result in the introduction of

contaminants and pathogens, jeopardizing swimmer's health and the health and habitat of the flora and fauna of the Barton Springs complex. Even more, dissolved oxygen will decrease in absence of re-aeration in the subsurface resulting in some hydrochemical changes that exacerbate both aesthetic, i.e., taste and odor, and human health problems. During extreme drought, the dissolved oxygen content of the water discharging at Barton Springs, which under such conditions is already marginally low for the survival of the endangered salamanders that live in the Springs complex, will be further reduced, either by residual oxygen demand from the discharge that may exist from time to time, or by secondary oxygen demand created by decaying biological growth that will be induced by discharges. The proposed rule, if adopted, would reduce the opportunity for problematic water recharging the Aquifer and minimize the detrimental effects caused by the recharge of effluent, while still allowing the socioeconomic and other benefits of sustainable development in the watersheds.

V. <u>CONCLUSION</u>

The Petitioners request that the Commission initiate rulemaking proceedings as soon as possible to prohibit discharges into the Onion Creek and Barton Creek water quality areas. The Petitioners request that the Commission adopt the proposed rule attached as Exhibit "B" to this Petition.

Dr. Robert D. Larsen, President Barton Springs/Edwards Aquifer Conservation District

The District's Habitat Conservation Plan studies show that even a small change in DO at Barton Springs attributed to the discharge and its consequent effects could have very disproportionate, negative effects on the salamanders during very low spring flow conditions that accompany an extreme drought.

Barton Springs/Edwards Aquifer Conservation District's and the City of Austin's Petition for Rulemaking Page 8 of 8

Marc A. Ott, City Manager

City of Austin

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than <u>2:00 p.m.</u> on <u>WEDNESDAY</u>. Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM: Presentations by the two highest ranked Engineering firms for the Hays County Water/Wastewater Facilities Planning Study. Discussion and possible action may follow.					
	ONSENT ACTION EXECUTIVE SESSION				
⊠w	ORKSHOP PROCLAMATION PRESENTATION				
PREFERRED MEETING	DATE REQUESTED: October 28, 2008				
AMOUNT REQUIRED: 1	None at this time.				
LINE ITEM NUMBER OF	F FUNDS REQUIRED: N/A				
REQUESTED BY: Jeff H	auff/Cindy Maiorka				
SPONSORED BY: Judge					
engineering services to pro County. A review commit them according to criteria	conses were received as a result of an RFQ solicitation (#2008-P16) for epare a regional water supply and wastewater facilities plan for Hays tee of four persons evaluated the qualifications statements and ranked a stated in the RFQ. Per the RFQ, the two highest-ranked firms will the court and respond to any questions posed by the Court and Review				

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AGENDA ITEM: Executive Session pursuant to Section 551.072 of the Texas Government Code, regarding the possible purchase, lease, or value of real property in Hays County for the purposes of endangered species habitat protection. Possible action to follow in open Court.

TYPE OF ITEM: EXECUTIVE SESSION

PREFERRED MEETING DATE REQUESTED: October 28, 2008

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: FORD

SPONSORED BY: FORD

SUMMARY:

To be provided in Executive Session.