Commissioners Court -November 18, 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 **18TH day of November, 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

	PRESENTATIONS & PROCLAMATIONS			
1	1-2	Adopt a Proclamation declaring the month of November 2008 Home Care and Hospice Month. SUMTER		
2	3-4	Adopt a Proclamation recognizing the week of November 16 th – 22 nd as "Tackle Hunger Week. CONLEY		

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.

E.J.		CONSENT ITEMS The following may be acted upon in one motion. A Commissioner, the County Judge, or a Citizen
grelles.	0810: -90	May request items be pulled for separate discussion and/or action
3	5	Approve payments of county invoices. HERZOG
4	6-11	Approve Commissioner Court Minutes of October 28, 2008. SUMTER/FRITSCHE
5	12	Approval to renew Bid #2006-B08 "Concrete Crews for Providing Concrete Work for the Hays County Road Department" for one (1) additional year as provided for in original bid with Myers Concrete. SUMTER/HERZOG/MAIORKA/BORCHERDING
6	13	Approval to renew Bid #2006-B04 "Plumbing Services for County Buildings" for one (1) additional year as provided for in original bid with Texas State Plumbing. SUMTER/ HERZOG/MAIORKA/KNOTT
7	14-24	Approve the County Judge to execute a contract with Lexis/Nexis relating to Advanced Person Search and Asset Locations for collection purposes. SUMTER/SEIM/HERZOG
8	25-37	Approve August 2008 and September 2008 Treasurers Reports and Investments Reports. SUMTER/TUTTLE
9	38-40	Approve award of Bid #2009-B02 "Police Motorcycles" for Hays County Sheriff's Department to 35 North Honda. SUMTER/HERZOG/MAIORKA/BRODBECK
10	41-43	Approve specifications for RFQ #2009-P02 Engineering Services for Implementation of the Texas Community Development Program and authorize purchasing to solicit for proposal and advertise. SUMTER/HERZOG/MAIORKA/HAUFF
11	44-51	Approval to reject bids received for Bid #2009-B03 "Tractor & Side Mount Mower" and re-bid due to the fact that the wrong number of units were bid. SUMTER/HERZOG/MAIORKA/BORCHERDING
12	52-73	Approve Utility Permits. SUMTER
13	74-82	Approve the "Medicare Enrollment Application – Re-assignment of Medicare Benefits" which allows payments for services provided by the Certified Nurse Midwife of the Hays County Personal Health Department to be paid to the County of Hays. SUMTER/HARGRAVES
14	83-84	Approve award to multiple vendors for Bid #2009-B01 Road Building Materials. SUMTER/HERZOG/MAIORKA/BORCHERDING
15	85-86	Authorize Commercial OSSF Permit for Beth Adams for an Automotive Repair Shop located at 18161 FM 150 West, Driftwood, in Precinct 4. FORD/PRATT

16	87	Approve canceling Commissioners Court meeting December 2 ND and 30 TH , 2008. SUMTER	
17	88	Accept donation to the Sheriff's office from Dripping Springs Cookoff Club for \$750 and	
		amend the budget accordingly. SUMTER/HERZOG	
18	89-93	Approve Replacement of Laptop Computer for Extension Office and amend the budget accordingly. SUMTER/SCHRAMM	
19	94-100	Approve the County Judge to execute an Agreement with the City of Buda for library services at the Basil Anthony Moreau Memorial Library. BARTON	

SUBDIVISIONS

	DDIAIOIOM	A
20	101-103	08-4-60 HighPointe Phase 4 section 1B an amended portion of Highpoint Phase 4 Section
		1, (34 lots); Consider approval of Plat Amendment pursuant to Texas Local Government
		Code section 232.011. FORD/GARZA
21	104-107	08-4-59 HighPointe Phase 4 section 1A an amended portion of Highpoint Phase 4 Section
1		1, (35 lots); Consider approval of Plat Amendment pursuant to Texas Local Government
	_	Code section 232.011. FORD/GARZA
22	108-110	08-3-34 Mustang Valley Subdivision Section 3 (4 lots); Consider approval of Final Plat.
		CONLEY/GARZA
23	111-114	08-3-34 Mustang Valley Subdivision Section 1 (18 lots); Consider approval of Final Plat and
		Accept Construction Fiscal Surety in the amount of \$301,424.01, for street and drainage
		improvements. CONLEY/GARZA

MI:	SCELLANE				
24	115-116	Discussion and possible action to adopt a resolution in support of additional county authority. SUMTER			
25	117-127	Discussion and possible action to approve the selection of MRB Group for architectural services for construction of additional office space at the RPTP facility on Yarrington Road. SUMTER/HERZOG/MAIORKA/BORCHERDING			
26	128-134	Discussion and possible action to award a contract to Avatt for replacing 3 Air Conditioning units for the Courthouse. SUMTER/KNOTT			
27	135-144	Discussion and possible action to give notice of contract termination with First Southwest Company and authorize the County Judge to accept a contract with Specialized Public Finance Inc. to serve as financial advisors to the county. SUMTER			
28	145-156	Discussion and possible action to authorize the County Judge and Special Counsel Mark Kennedy to negotiate and execute a contract with Halff & Associates for surveying and engineering services for design of McGregor Lane (CR187) crossing of Barton Creek. FORD/BORCHERDING			
29	157-160	Discussion and possible action to authorize the County Judge to accept a grant award from the Bureau of Justice Assistance (BJA) for Bulletproof Vests in the amount of \$22,597.50. SUMTER/HAUFF			
30	161-170	Discussion and possible action to authorize the County Judge to execute an Interlocal Cooperation Agreement with the City of San Marcos to facilitate the expenditure of Texas Parks and Wildlife grant funds on the San Marcos Springs Conservation Park. SUMTER/HAUFF			
31	171-172	Discussion and possible action to accept donation of .81 acres of real property on Elder Hill Rd from Randy Lawrence and to request special counsel to prepare the deed. FORD			
32	173-182	Discussion and possible action to authorize the Purchasing Department to advertise a Request For Proposal for the Hays County Road Bond Program Project Manager. BARTON			
33	183-258	Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement between CP&Y, Inc and Hays County and between URS/Lopez Garcia Group and Hays County. BARTON/INGALSBE			
34	259	Discussion and possible action to consider Commissioners Court scheduling for the months of November and December. BARTON			
35	260-263	Discussion and possible action regarding setting policy for consideration of review comments on Water Availability Studies from Hays Trinity Groundwater District. CONLEY/BORCHERDING			
37	264-265	Discussion and possible action to authorize the Civil Division Chief to retain outside counsel in collaboration with the City of Austin and the Hill Country Conservancy for preliminary transactional work on the Dahlstrom Ranch project, the costs of outside counsel services not to exceed \$10,000.00. BARTON			
38	266-267	Discussion and possible action to amend the budget to adjust the salary of Hays County			

		Juvenile Center Facility Administrator. SUMTER/WARNER
39	268-269	Discussion and possible action to authorize the County Judge to sign a Compliance Letter offered by TXDOT to ensure that Hays County will remain in compliance with TXDOT's policies and procedures for Right of Way Acquisition under the Pass Through Toll Agreement. SUMTER
40	270	Discussion & possible action to repair or replace wrecked vehicles in the Building maintenance and Juvenile Probation Departments and amend the budget if necessary. SUMTER/HERZOG

Workshop

41	271	1:30 pm Panel Discussion / Workshop moderated by Naismith and Borcherding with other
		invited experts and stakeholders to discuss the importance, impacts and options regarding
		volumetric controls within proposed development regulations. Possible action by court may
		follow. FORD

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.

42	272	Executive Session pursuant to Section 551.072 of the Texas Government Code, regarding the
_		possible purchase, lease, or value of real property for the purposes of endangered species
		habitat protection. Possible action to follow in open Court. FORD

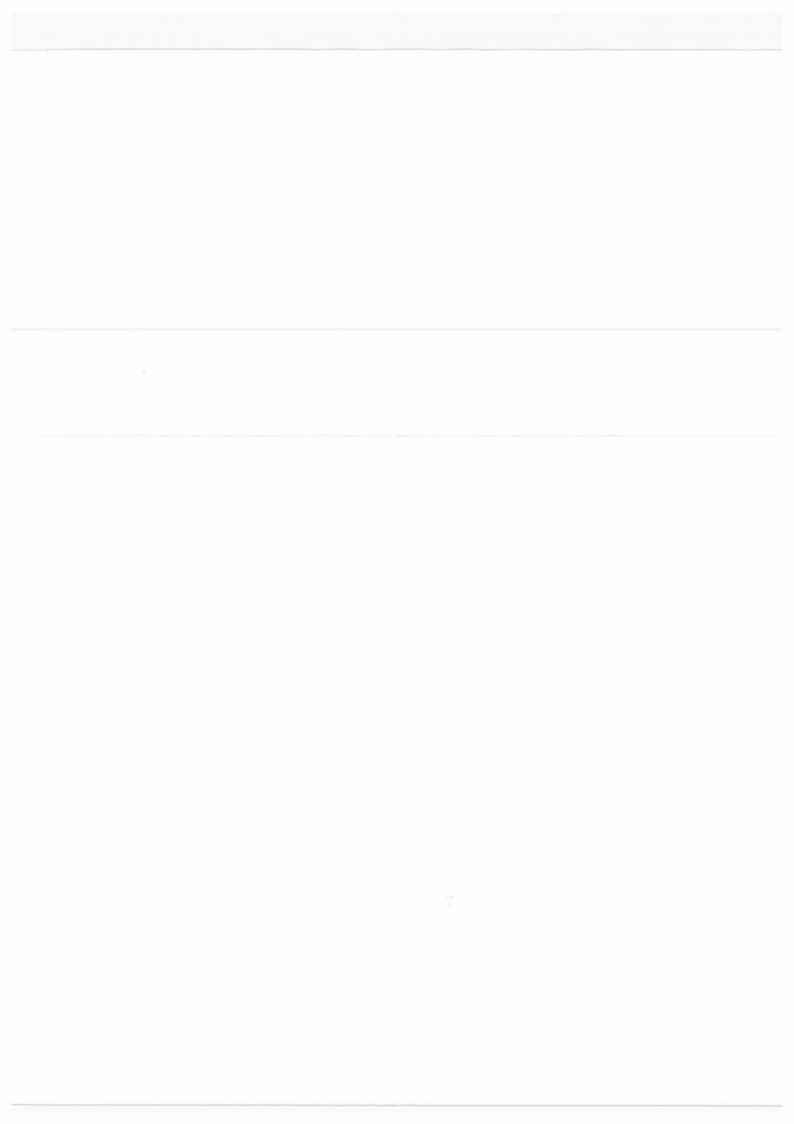
ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 14TH day of November, 2008.

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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



Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

AGENDA ITEM: Adopt a Proclamation declaring the month of November 2008 Home Care and Hospice Month.		
CHECK ONE:	☐ CONSENT ☐ ACTION ☐ EXECUTIVE SESSION	
	□ WORKSHOP X□ PROCLAMATION □ PRESENTATION	
PREFERRED ME	ETING DATE REQUESTED: November 18, 2008	
AMOUNT REQUI	RED:	
LINE ITEM NUM	BER OF FUNDS REQUIRED:	
REQUESTED BY		
SPONSORED BY:	SUMTER	
SUMMARY: See	attached '	



111 E. San Antonio Street San Marcos, Texas 78666

PROCLAMATION

Declaring the Month of November 2008 as

HOME AND HOSPICE CARE MONTH

WHEREAS, in-home health, hospice and community based services provide for an individual's health and social needs across the continuum of life – compassionate care which serves expectant mothers, infants, children, adults, the disabled and elderly, and also provides love, comfort and support at the end of life; and

WHEREAS, in-home health, hospice and community based services enable Hays County citizens to access a wide variant of quality health and social services, including preventive care, acute care, sustainable long-term care and palliative care; and

WHEREAS, these services include care provided by home health agencies, licensed home care agencies, adult day care and adult day health care facilities, and home medical equipment companies; and

WHEREAS, in-home health hospice and community based services build upon a strong tradition of care and compassion, striving to keep families intact and responsible while preserving an individual's independence and dignity in the setting of their choice;

NOW, THEREFORE, the Commissioners' Court of Hays County does hereby proclaim November 2008 as 'HOME and HOSPICE CARE MONTH' in Hays County, and urge our citizens to celebrate all in-home and community based services.

PROCLAIMED THIS THE 18th DAY OF NOVEMBER, 2008

	Elizabeth Sumter Hays County Judge	
Debbie Ingalsbie, Precinct 1		Jeff Barton, Precinct 2
Will Conley, Precinct 3		Karen Ford, Precinct 4
ATTEST:		
Linda Fritsche, County Clerk		

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Clerk's office

AGENDA ITEM: Proclamation recognizing the week of November 16 th – 22 nd as "Tackle Hunger Week."		
Consent, Action, Executive Session, Etc		
MEETING DATE REQUESTED: //- 18 - 0	8	
REQUESTED BY: Will Conley	\{\tag{\tag{\tag{\tag{\tag{\tag{\ta	
FUNDS REQUIRED:		
SUMMARY:	· · · · · · · · · · · · · · · · · · ·	
See attached Proclamation		
AGENDA ITE	M – APPROVED BY:	
COUNTY JUDGE	COUNTY AUDITOR	
3		
COMMISSIONER PCT. 1	COMMISSIONER PCT. 2	
COMMISSIONER PCT. 3	COMMISSIONER PCT. 4	
10		
ACTION TAKEN	/ACTION REQUIRED:	
ACTION TAKEN	/ ACTION REQUIRED:	

Hays County Commissioners Court



111 E. San Antonio Street San Marcos, Texas 78666

WHEREAS, the Hays County Area Food Bank represents a community-wide effort to feed the hungry that depends upon the generous support of the Community; and

WHEREAS, in 2007 the Food Bank provided Thanksgiving meals to 1,100 needy families; and

WHEREAS, the Hays County Area Food Bank represents a county-wide effort to feed the hungry that depends upon the generous support of the Community; and

WHEREAS, the Hays County Area food Bank has begun an effort to raise enough support to assist 1,400 families this Thanksgiving by coordinating a campaign called Turkeys Tackling Hunger whereby citizens can sponsor a family for thanksgiving for \$20 from October 5th through November 24th, in cooperation with the citizens and organizations throughout Hays County; and

WHEREAS, October 16, 2008 is globally recognized as "World Food Day" in recognition of the plight of poor and hungry people everywhere; and

WHEREAS, the Hays County Commissioners' Court wishes to demonstrate our support for the important work accomplished throughout the year by the Hays County Area Food Bank in reaching out to the most needy and hungry in our community;

NOW THEREFORE, BE IT RESOLVED THAT the Hays County Commissioners Court does hereby proclaim the week of November 16 - November 22, 2008 as

Tackle Hunger Week

And calls upon citizens of Hays County to support and participate in this worthwhile project by helping feed impoverished families and individuals in San Marcos and Hays County.

PROCLAIMED THIS THE 18TH DAY OF NOVEMBER, 2008

Debbie Ingalsbie
Commissioner Precinct 1

Will Conley
Commissioner Precinct 3

Hays County Judge Liz Sumter

Jeff Barton
Commissioner Precinct 2

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: Approve payment of county invoices.
CHECK ONE: X CONSENT ACTION EXECUTIVE SESSION
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION
PREFERRED MEETING DATE REQUESTED: 11/18/08
AMOUNT REQUIRED: None
LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.
REQUESTED BY: Auditor's Office
SPONSORED BY: Bill Herzog
SUMMARY:

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

AGENDA ITEM: Approve Commissioner Court Minutes of October 28, 2008.
CHECK ONE: X CONSENT ACTION EXECUTIVE SESSION
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION
PREFERRED MEETING DATE REQUESTED:
AMOUNT REQUIRED:
LINE ITEM NUMBER OF FUNDS REQUIRED:
REQUESTED BY: FRITSCHE
SPONSORED BY: SUMTER
SUMMARY:

OCTOBER 28, 2008

STATE OF TEXAS * COUNTY OF HAYS *

ON THIS THE 28^{TH} 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. 2
COMMISSIONER, PCT. 3
COMMISSIONER, PCT. 4
COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

Clerk's Note: Agenda Item #1 RE: ADOPT A PROCLAMATION DECLARING THE MONTH OF NOVEMBER 2008 HOME CARE AND HOSPICE MONTH was PULLED.

25676 APPROVE PAYMENTS OF COUNTY INVOICES

County Auditor Bill Herzog requested addition of invoice in the amount of \$6,000 to AMG Printing for postage for tax statements and \$89,440.97 to SAM Inc. for surveying work on FM1626. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve payment of county invoices in the amount of \$899,408.54, with the addition of \$6,000 to AMG Printing and \$89,440.97 to SAM Inc., as recommended by the County Auditor. All present voting "Aye". MOTION PASSED

25677 APPROVE COMMISSIONER COURT MINUTES OF OCTOBER 21, 2008

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve Commissioner Court Minutes of October 21, 2008 as presented by the County Clerk. All present voting "Aye". MOTION PASSED

25678 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

All terms and conditions remain unchanged and in full force and effect as provided in the original bid. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to 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. All present voting "Aye". MOTION PASSED

25679 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

All terms and conditions remain unchanged and in full force and effect as provided in the original bid. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to 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. All present voting "Aye". MOTION PASSED

25680 APPROVAL TO PURCHASE REPLACEMENT OF 20' FLOOR MACHINE IN THE AMOUNT OF \$995.00 AND AMEND BUDGET ACCORDINGLY

Requires a budget amendment to transfer \$995 from line item 17-473-5241 to 17-473-5719. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve purchase replacement of 20" floor machine in the amount of \$995.00 and amend the budget accordingly. All present voting "Ave". MOTION PASSED

OCTOBER 28, 2008

VOLUME T PAGE 893

25681

APPROVE PURCHASE OF A ROLL-A-WAY TABLE WITH BENCHES FOR THE JUVENILE DETENTION CENTER IN THE AMOUNT OF \$3,945.00 AND AMEND THE BUDGET ACCORDINGLY

Requires a budget amendment to transfer \$3,945 from line item 17-473-5232 to line item 17-473-5719. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve purchase of a roll-a-way table with benches for the Juvenile Detention Center in the amount of \$3,945,00 and amend the budget accordingly. All present voting "Aye". MOTION PASSED

25682

APPROVE PURCHASE OF A CAGE FOR TRANSPORT VAN FOR JUVENILE DETENTION CENTER IN THE AMOUNT OF \$600.00 AND AMEND THE BUDGET ACCORDINGLY

Requires a budget amendment to transfer \$600 from line item 17-473-5412 to line item 17-473-5719. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve purchase of a cage for transport van for Juvenile Detention Center in the amount of \$600.00 and amend the budget accordingly. All present voting "Aye". MOTION PASSED

25683

APPROVE SPECIFICATIONS FOR BID #2009-B05 "LIGHTBARS/SHERIFF DEPARTMENT POLICE VEHICLES" AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve specifications for bid #2009-B05 "Lightbars/Sheriff Department Police Vehicles" and authorize purchasing to solicit for bid and advertise. All present voting "Aye". MOTION PASSED

25684

AUTHORIZE COUNTY JUDGE TO SIGN THE RENEWAL CONTRACT BETWEEN HAYS COUNTY AND INDIGENT HEALTHCARE SOLUTIONS (IHS)

This contract is renewed every two years for software to bill, process claims, and maintain records on current and prior clients. Contract period is December 1, 2008 through December 1, 2010. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize County Judge to sign the renewal contract between Hays County and Indigent Healthcare Solutions (IHS). All present voting "Aye". MOTION PASSED

25685

APPROVE AND AUTHORIZE COUNTY JUDGE TO EXECUTE A COPIER CONTRACT WITH IKON OFFICE SOLUTIONS

This contract is for the copier located in the County Court at Law office. A non-appropriation form is being added to the contract. A motion was made by Commissioner Barton, seconded by Commissioner Ingalabe to approve and authorize the County Judge to execute a copier contract, with addition of Nonappropriation form, with IKON Office Solutions. All present voting "Aye". MOTION PASSED

25686

PUBLIC HEARING AND ACTION TO ESTABLISH TRAFFIC REGULATIONS (SPEED LIMIT) ON CR 158 [T1-66]

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 to lower the speed limit from 45 mph to 35 mph on this narrow 2 lane road with no shoulders. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to establish traffic regulation lowering the speed limit from 45 MPH to 35 MPH on CR 158. All present voting "Aye". MOTION PASSED

Commissioner Conley came to the meeting at this time.

25687

PUBLIC HEARING AND ACTION TO ESTABLISH TRAFFIC REGULATIONS IN RIM ROCK SUBDIVISION PHASE 3 SECTION 3 [T1-77]

Judge Sumter declared the public hearing open. No public input was received and the public hearing was closed. Resource Protection & Transportation Planning Director Jerry Borcherding gave staff recommendation for stop signs and speed limits in Rim Rock Subdivision Phase 3 Section 3. A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to establish traffic regulations in Rim Rock Subdivision Phase 3 Section 3 of a 4-way stop on Towering Cedar Drive at Flint Rock Loop; stop signs on Southern Sunset Cove at Flint Rock Loop, on Serrato Cove at Flint Rock Loop, on Rodgers Ravine Cove at Flint Rock Loop; and set a speed limit of 35 MPH on Towering Cedar Drive and 25 MPH on Flint Rock Loop, Southern Sunset Cove, Serrato Cove and Rodgers Ravine Cove. All voting "Aye". MOTION PASSED



VOLUME T PAGE 894

OCTOBER 28, 2008

25688

[08-2-36 - 6 Lots] CARL DIETZ SUBDIVISION REPLAT OF LOT 1 - APPROVE FINAL PLAT (T1.94)

Subdivision Coordinator Clint Garza gave staff recommendation for final plat approval. This is a 20.01 acre one lot recorded plat being re-subdivided into six lots located off Engelke Road in the Niederwald ETJ. No public notice is required because there is only one owner/developer of the subdivision. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve Final Plat of "Carl Dietz Subdivision Replat of Lot 1". All voting "Aye". MOTION PASSED

25689

AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT WITH CTMC FOR REMOVAL OF DIRT AND DEBRIS TO ASSIST IN THE RELOCATION OF THE WALKING TRAIL [T1-119]

Special Counsel Mark Kennedy explained the agreement. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to direct Special Counsel to draft an agreement and authorize the County Judge to execute that Agreement with CTMC for removal of dirt and debris to assist in the relocation of the walking trail. All voting "Aye". MOTION PASSED

DISCUSSION REGARDING SETTING 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 VIRBO [171-313]

Carl Owens (Wimberley resident/Swimberley Inc.), Bill Johnson (Wimberley resident), Chuck Tise (Wimberley resident), and Gina Fulkerson (Wimberley resident) made public comment. Judge Sumter spoke of previous discussion by the court regarding \$13 million that was set aside and how it would be spent. She spoke of the moratorium and remaining funds. Discussion was had regarding process being followed. [T1-559] A motion was made by Commissioner Conley to not allocate any further park funds until the conditions of the moratorium are met including scoring criteria for recreational use. MOTION WAS WITHDRAWN. [T1-1120] Judge Sumter spoke of agreement that there continue to be a moratorium on \$1.82 million for recreational projects until the scoring is completed then when the scoring is completed between January and March that those dollars stay in a moratorium status provided there are no special circumstances that come forward and to have a commitment from the Commissioners that there aren't going to be any special circumstances on those funds coming forward until that is done and \$6.5 million stays in the open space category and it does not have a moratorium on it, in case we need to move forward with habitat land that may come available or any other open space that may become available. Commissioner Ford spoke of recreational projects to be considered by CPAT.

25690

PRESENTATIONS BY THE TWO HIGHEST RANKED ENGINEERING FIRMS FOR THE HAYS COUNTY WATER/WASTEWATER FACILITIES PLANNING STUDY AND ACTION TO HIRE HDR [T1-1215]

A review committee evaluated qualification statements and ranked seven firms according to the RFQ criteria and the two highest ranked firms (HDR and K. Friese & Associates) were asked to make a presentation to the court. HDR - Neil Graff (PE & Project Principal), Brandon Neal (PE & Project Manager), Herb Grubb (PhD,PE - Population Projection), John Marter (PE - Water/Wastewater Planning and Infrastructure), and Tony Bagwell (Financial Planning & Funding) gave a powerpoint presentation. K. Friese & Associates — President Karen Friese, Lead Engineer/PE Tom Owens, Groundwater Analysis/PG James Bene, Sr. Technical Advisor Joseph Beal (PBS&J), gave a powerpoint presentation. [T2-166] Grants Administrator Jeff Hauff advised that the committee's recommendation is for HDR. A motion was made by Commissioner Conley, seconded by Commissioner Ford to hire the firm of HDR for the Hays County Water/Wastewater Facilities Planning study. All voting "Aye". MOTION PASSED

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 [T2-301]

Court convened into closed executive session at 11:40 a.m. and reconvened into open meeting at 1:45 p.m. No action was taken in open court.

Commissioner Conley left the meeting at this time.



OCTOBER 28, 2008

VOLUME T PAGE 895

25691

AUTHORIZE THE COUNTY JUDGE TO ENTER INTO 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 [12-307]

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. Funding of \$10,000-15,000 is available in the LCRA service fee fund (25-457-5301). A motion was made by Commissioner Ford, seconded by Commissioner Barton to authorize the County Judge to enter into 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 in an amount not to exceed \$15,000.00. All present voting "Aye". MOTION PASSED

25692 AUTHORIZE PURCHASING TO ACCEPT BIDS FOR THE SALE OF THE COURTHOUSE GENERATOR [T2-406]

This generator was previously auctioned off, however, the buyer backed out of the purchase because he did not want to disassemble it for removal from the courthouse. There is currently someone interested in buying the generator knowing that it must be disassembled. Recommendation is that the county accept bids with a minimum bid of \$2,000.00. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize Purchasing to accept bids for the sale of the Courthouse generator with a minimum bid of \$2,000.00. All present voting "Aye". MOTION PASSED

25693 AUTHORIZE 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 FOR TRAVEL EXPENSES [T2-432]

A motion was made by Commissioner Ford, seconded by Commissioner Barton to authorize the County Judge to sign contract amendment with Trust for Public Land (TPL) for services with Sandra Tassell as approved by the Court on September 30, 2008 for an amount not to exceed \$10,000 plus reimbursement for travel expenses. All present voting "Aye". MOTION PASSED

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 [T2-456]

CPR#28 -- Add electrical outlets/circuits in Tax Office and JP Office = \$5,189 CPR#29 -- Tax Office and JP Office millwork revisions, transaction window revisions and speaker systems at transaction windows = \$18,102. A motion was made by Commissioner Ford, seconded by Commissioner Barton 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 in the amount of \$23,291.00. Commissioner lngalsbe, Commissioner Barton and Commissioner Ford voting "Aye". Judge Sumter voting "No". MOTION PASSED

ADOPT 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 [12-732]

A Rulemaking Petition was filed by the Barton Springs/Edwards Aquifer Conservation District and the City of Austin with TCEQ with proposed all new text to be added to Chapter 311. Resolution will request prohibition of direct discharge to the Barton Creek and Onion Creek Watersheds in the Contributing Zone of the Barton Springs segment of the Edwards Aquifer. A motion was made by Commissioner Ford, seconded by Commissioner Barton to adopt a Resolution urging 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. All present voting "Aye". MOTION PASSED



VOLUME T PAGE 896

OCTOBER 28, 2008

25696

Special Counsel Mark Kennedy explained the discretionary exemption being considered. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to declare a "Discretionary Exemption" under Section 262.024 of the Texas Local Government Code for the purpose of making direct payment to SAM Inc., a subcontractor of Jacobs Carter Burgess on the FM 1626 improvement project. All voting "Aye". MOTION PASSED

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>OCTOBER 28, 2008.</u>



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

11

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

AGENDA ITEM: Approval to renew Bid #2006-B08 "Concrete Crews for Providing Concrete Work for the Hays County Road Department" for one (1) additional year as provided for in original bid with Myers Concrete.					
CHECK ONE:	X □ CONSENT	☐ ACTION ☐ EXECU	TIVE SESSION		
	□ workshop	☐ PROCLAMATION	☐ PRESENTATION		
PREFERRED MEE	ETING DATE REQ	UESTED: November 18, 2008			
AMOUNT REQUII	RED:				
LINE ITEM NUME	BER OF FUNDS RE	EQUIRED:	- Ampanaga palamana		
REQUESTED BY:	Herzog/Maiorka/B	orcherding			
SPONSORED BY:					
SUMMARY: All	terms and condit	ions remain unchanged and	in full force and effect as		
provided in the orig	inal bid. There will	be no price increase.			

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

AGENDA ITEM: Buildings" for on Plumbing.		ew Bid #2006-B04 "Plumbear as provided for in orig	
CHECK ONE:	X□ CONSENT	□ ACTION □ EXECU	TIVE SESSION
	□ WORKSHOP	☐ PROCLAMATION	☐ PRESENTATION
PREFERRED MEE	TING DATE REQU	UESTED: November 18, 2008	
AMOUNT REQUII	RED:		
LINE ITEM NUME	BER OF FUNDS RE	QUIRED:	
REQUESTED BY:	Herzog/Maiorka/K	nott	
SPONSORED BY:	SUMTER		
SUMMARY: All	terms and conditi	ions remain unchanged and	in full force and effect as
provided in the orig	inal bid. There will	be no price increase.	

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

	1 Hone (312) 373-2202
AGENDA ITEM: contract with Lex Collection purpose	Discussion and possible action to authorize the County Judge to execute a is/Nexis relating to Advanced Person Search and Asset locations for s.
CHECK ONE:	XCONSENT ACTION EXECUTIVE SESSION
	□ WORKSHOP □ PROCLAMATION □ PRESENTATION
PREFERRED MEE	ETING DATE REQUESTED: 11/18/08
AMOUNT REQUI	RED: Budgeted
LINE ITEM NUME	BER OF FUNDS REQUIRED: 01-611-5448 Contract Services
REQUESTED BY:	
SPONSORED BY:	
SUMMARY:	

Agenda Item Routing Form

DESCRIPTION OF Item: County Judge to execute a contract with Lexis/Nexis relating to Advanced Person Search and Asset locations for collection purposes

PREFERRED MEETING DATE REQUESTED: November 18, 2008
COUNTY AUDITOR
Typically Requires 1 Business Day Review
AMOUNT AND FUND LINE ITEM NUMBER BUDGETED \$1,560 01-611-5448
COUNTY PURCHASING GUIDELINES FOLLOWED: Yes
PAYMENT TERMS ACCEPTABLE: Yes
COMMENTS: This is the vendor the department is currently contracted with. This action extends the
contract for another year.
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:



SCHEDULE A

Accurint for Government

(Per User Subscription)

Agency Name:	Hays County	Address:	110 E. Martin Luther King Drive
Dept:	Compliance/Collection	City, State, Zip:	San Marcos, TX 78666
Contact Name:	Judy Seim		512-393-2871
Billgroup #(s):	TBD	Email:	judy.seim@co.hays.tx.us
LN Account Manager:	Yvette Cleveland		

This Schedule A sets forth additional terms and conditions for the use of the LN Accurint for Government services, as set forth in the LN Application & Agreement - Government Agencies, to which this Schedule A is incorporated by reference.

1. SCHEDULE A TERM

The term of this Schedule A will be 12 months beginning 12/01/2008 (the "Initial Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES

2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE				
Monthly Minimum Users:		1		
Standard Features Fee:		\$130		
Premium Features Fee:	□ Advanced Person Search □ People At Work □ Wireless Access	\$		
Premium Plus Features Fee:	☐ News (\$35.00) ☐ Person Alerts Monitoring (\$30.00) ☐ Phones Plus (\$25.00)	\$0		
Total Monthly User Fees (per		\$130		
Total Monthly Minimum Amount:		\$130		

All of the searches and reports included in the price schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified in Section 2.2. User Fees shall be due each month for: (i) any user ID upon which any search occurs during a calendar month; and (ii) any user ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of such month.

2.2 Transactional Fees: Unless otherwise selected in the Price Table, the following Features shall be charged a transactional fee (the "Transactional Fees") as specified in the attached Price Schedule: Advanced Person Search, Bankruptcy Docket, Delaware Corporation Search and Report, Dun and Bradstreet Search, MVR, News Searches, Onsite Civil and Criminal Court Search, People at Work, Phones Plus, Property Deed Image, Satellite Image, Wireless Access, XML, Smart Jury and Batching Service. Features with Transactional Fees will be disabled when account is set up. Please contact your account manager at any point to have these features with Transactional Fees enabled.

2.3 Payment Amount: Customer shall pay to LN each month the greater of (i) total User Fees and applicable Transactional Fees or (ii) the total monthly minimum amount(s) as specified in the Price Table.

3. CLOSED OFFER

Unless otherwise accepted by LN, the offer contained herein is valid if the signed Schedule A is received by LN on or before 11/21/2008.

4. CONFIDENTIAL INFORMATION

Agreed to and accepted by: Hays County

This Schedule A contains confidential information of LN. Customer acknowledges that the disclosure of such information could cause competitive harm to LN, and as such, Customer agrees to maintain Schedule A in trust and confidence and take reasonable precautions against such disclosure to any third party.

Signed	l:
Name:	
Title:	
Date:	



Risk & Information Analytics Group Application & Agreement

LexisNexis Risk & Information Analytics Group Inc. ("LN") provides the products and services listed in Part 6 (the "LN Services") of this Application and Agreement ("Agreement"). The information submitted on this Agreement will be used to determine the Customer's (as defined in Part 1 below) eligibility for accessing the LN Services. LN reserves the right to reject this Agreement without reason or for any reason whatsoever, without recourse against LN, or any of its employees, officers, directors, agents, affiliates, or other designees. Additionally, Customer hereby authorizes LN to independently verify the information provided herein and perform research about the individuals identified herein.

City On 14	110 E. Martin Luther	King Dr			
City San Mar	cos		State TX		Zip 78666
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Last Name Seim	<u> S</u>	First Name _J	udv		Middle Initial
ride Administr	ator		Telephone (512)3	93-2871	
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Page 2 of	7											
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Part 7: PERMISSIBLE USE CERTIFICATION

SECTION A: GLBA PERMISSIBLE PURPOSE

Some LN Services use and/or display nonpublic personal information, which is governed by the privacy provisions of the Gramm-Leach Billey Act (15 U.S.C. § 6801 et seq.) and its implementing regulations (collectively, "GLBA"). Customer certifies it has the permissible obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose indicated by Customer electronically while using the LN Services:

			,
, ii	(At least o	one must	have HANDWRITTEN INITIALS to be permitted access to GLBA data.)
X	_ <i>W</i> _	_	
		2.	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
		2.(B)	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying To protect against or prevent actual or neterical for employment, housing, or insurance. (Accurint only).
		3.	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
1		4.	In required institutional risk control programs.
:		5.	In resolving customer disputes or inquiries.
		6.	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
1	tanta a gerandant tira panjanah -	7.	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
3		8.	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
9		9.	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to
		10.	Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory with the written consent or at the direction of the consumer (Consumer Report LN Services only).

SECTION B: DPPA PERMISSIBLE USES

Some LN Services use and/or display personal information, the use of which is governed by the Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and related state laws (collectively, "DPPA"). Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one or more of the purposes selected below or, for the purpose(s) indicated by Customer electronically while using the LN Services:

		•	of the purpose(s) indicated by Customer electronically while using the LN Services:
	(At least o	ne must ha	No permissible use.
	10	2.	In connection with any proceeding (including arbitration) in any court or government agency, or before any self-regulatory body, including investigation in anticipation of litigation.
		2.(B)	To verify the accuracy of information about a person who provided the information to you (or to your client) but only if used to recover on a debt against the person or to pursue legal remedies against the person for
		3.	Use by a government agency but only in carrying out its functions.
-		4. r	Use by any person acting on behalf of a government agency but only in carrying out the agency of the standard for the
		5.	or underwriting.
		6.	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle
	,	7.	Use by an employer or its agents or insured to the
-		8.	(Accumit only)
L			With the written consent of the individual to whom the information pertains (Consumer Report LN Services only).

Page 3 of 7 LexisNexis RIAG Application Agreement (Q2 2008) With regard to the information that is subject to the DPPA, some state law permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described in Sections A and B of this Part 7 only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

Part 8: TERMS AND CONDITIONS

- 1. SCOPE OF SERVICES. LN agrees to provide the LN Services described in Schedule A to this Agreement to Customer. This Agreement shall encompass any and all delivery methods for the LN Services, including online, batch, XML, assisted searching, machine-to-machine searches, and any other means which may become available.
- 2. RESTRICTED LICENSE. LN hereby grants to Customer a restricted license to use the LN Services, subject to the restrictions and limitations set forth below:
- Generally. LN hereby grants to Customer a restricted license to use the LN Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the LN Services shall be for only legitimate purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the LN Services for marketing purposes or resell or broker the LN Services to any third party. Customer agrees that, if LN determines or reasonably suspects that Customer is engaging in marketing activities, reselling or brokering the LN Services' information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, LN may take immediate action, including terminating the delivery of, and the license to use, the LN Services. Customer shall not access the LN Services from Internet Protocol addresses located outside of the United States and its territories without LN's prior written approval. Customer may not use data to create a competing product. Customer shall comply with all laws, regulations and rules which may, in LN's opinion, govern the use of the LN Services and information provided therein. LN may at any time mask or cease to provide Customer access to any LN Services or portions thereof which LN may deem, in LN's sole discretion, to be sensitive or restricted information.
- (ii) GLBA Data. Some of the information contained in the LN Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act, (15 U.S.C. § 1601 et seq.) and related state laws (the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the LN Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer acknowledges and agrees that it may be required to certify its permissible use of GLBA Data at the time it requests information in connection with certain LN Services. In addition, Customer agrees it will certify, in writing, its permissible uses of GLBA Data in Part 7 and recertify upon request by LN. Customer certifies with respect to GLBA data received through the LN Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.
- (iii) DPPA Data. Some of the information contained in the LN Services is "personal information," as defined in the Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (the "DPPA"), and is regulated by the DPPA ("DPPA Data"). Customer shall not obtain and/or use DPPA Data through the LN Services in any manner that would violate the DPPA. Customer acknowledges and agrees that it may be required to certify its permissible use of DPPA Data at the time it requests information in connection with certain LN Services. In addition, Customer agrees it will certify, in writing, its permissible uses of DPPA Data in Part 7 and recertify upon request by LN.
- (iv) National Change of Address Database. LN is a licensee of the United States Postal Services' NCOALINK database ("NCOA Database"). The information contained in the NCOA Database is regulated by the Privacy Act of 1974 and may be used only to provide a mailing list correction service for lists that will be used for preparation of mailings. If Customer receives all or a portion of the NCOA Database through the LN Services, Customer hereby certifies to LN that it will not use such information for any other purpose. Prior to obtaining or using information from the NCOA Database, Customer agrees to complete, execute and submit to LN the NCOA Processing Acknowledgement Form.
- (v) Supplemental Terms. Certain materials contained within the LN Services are subject to additional obligations and restrictions. To the extent Customer receives such materials through the LN Services, Customer agrees to comply with the Supplemental Terms for Specific Materials contained at the following website: http://www.lexisnexis.com/terms/supplemental/ (the "Supplemental Terms"). The Supplemental Terms are hereby incorporated into this Agreement by reference.
- (vi) Social Security and Driver's License Numbers. LN may in its sole discretion permit Customer to access Social Security Numbers or Driver's License Numbers (collectively "SSNs"). If Customer is authorized by LN to receive SSNs, and Customer obtains SSNs through the LN Services, Customer certifies it will not use the SSNs for any purpose other than as expressly authorized by LN policies. In addition to the restrictions on distribution otherwise set forth in Paragraph 3 below, Customer agrees that it will not permit SSNs obtained through the LN Services to be used by an employee or contractor that is not an authorized user with an authorized use. Customer agrees it will certify, in writing, its uses for SSNs and recertify upon request by LN. Customer may not, to the extent permitted by the terms of this Agreement, transfer SSNs via email or ftp without LN's prior written consent. LN may at any time and for any or no reason cease to provide SSNs to Customer.
- (vii) Copyrighted Materials. Customer shall not remove or obscure the copyright notice or other notices contained on materials accessed through the LN Services.
- (viii) FCRA Services. The following restricted license is conditionally granted for LN Services governed by the federal Fair Credit Reporting Act, (15 U.S.C. § 1681 et seq.) ("FCRA"). These products are presently listed in Part 6, Sections C & D of this Agreement, but that list may be altered from time to time by LN. These products constitute consumer reports as defined by the FCRA ("Consumer Report"). Customer certifies that

Page 4 of / LexisNexis RIAG Application Agreement (Q2 2008) when using the Consumer Report LN Services, it will comply with all applicable provisions of the FCRA and all other applicable federal, state and local legislation, regulations and rules. Without limiting the generality of the foregoing, Customer certifies that (a) Customer will comply with all applicable provisions of the California Credit Reporting Agencies Act and any related regulations; and (b) Customer will comply with all Vermont statutes and regulations on fair credit reporting, including but not limited to, obtaining the consent of Vermont residents prior to obtaining any information on Vermont residents through these Consumer Report LN Services. In addition, Customer certifies it has a permissible purpose under the FCRA for obtaining a Consumer Report.

- Public Records Products Services. The following restricted license is conditionally granted for LN Services NOT governed by the FCRA. (ix) These products are presently listed in Part 6, Sections A & B of this Agreement (the "Public Records LN Services"), but that list may be altered from time to time by LN. These products are not provided by "consumer reporting agencies," as that term is defined in the FCRA, and do not constitute Consumer Reports. Accordingly, (A) Customer certifies that it will not use any of the information it receives through these Public Records LN Services for any of the following purposes: (1) in connection with establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family or household purposes or in connection with the review or collection of a credit account of a consumer; (2) for employment purposes; (3) in connection with a determination of a consumer's eligibility for a license or other benefit granted by a government agency; (4) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; or, (5) for any other purpose deemed to be a permissible purpose under the FCRA; (B) Customer may use, except as otherwise prohibited or limited by this Agreement, information received through these Public Records LN Services for the following purposes: (1) to verify or authenticate an individual's identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; or (5) to decide whether to buy or sell consumer indebtedness in a commercial transaction; (C) specifically, if Customer is using these Public Records LN Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third party, Customer shall not use these Public Records LN Services (1) to revoke consumer credit; (2) to accelerate consumer payment terms or otherwise change such terms in a manner adverse to a consumer; (3) use LN information for the purpose of determining a consumer's eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (ix), use Public Records LN Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer's debt; and (D) Customer shall not take any "adverse action" as that term is defined in the FCRA, or otherwise act in a manner that is contrary to a consumer's interest unless the basis for doing so is information Customer obtains from a source other than these Public Records LN Services.
- SECURITY/CUSTOMER DATA. Customer acknowledges that the information available through the LN Services includes personally identifiable information, including without limitation, the information described in Part 8, Paragraph 2 hereof and it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to LN Services to those employees who have a need to know as part of their official duties; (b) ensure that none of its employees shall (i) obtain and/or use any information from the LN Services for personal reasons, and (ii) transfer any information received through the LN Services to any party except as permitted hereunder; (c) unless otherwise agreed, keep all user identification numbers, and related passwords, or other security measures (collectively "Users IDs") confidential and prohibit the sharing of User IDs; (d) immediately notify LN to deactivate the User ID of any employee who no longer has a need to know, or for terminated employees on or prior to the date of termination; (e) in addition to any obligations under Section 2, take all commercially reasonable measures to prevent unauthorized access to, or use of, the LN Services or data received therefrom, whether the same is in electronic form or hard copy, by any person or entity; (f) maintain and enforce data destruction procedures to protect the security and confidentiality of all information obtained through LN Services as it is being disposed; (g) unless otherwise required by law, purge all information received through the LN Services and stored electronically or on hard copy by Customer within 90 days of initial receipt; (h) be capable of receiving the LN Services where the same are provided utilizing "secure socket layer," or such other means of secure transmission as is deemed reasonable by LN; and (i) not access and/or use the LN Services via mechanical, programmatic, robotic, scripted or other automated search means, other than through batch or machine-to-machine applications approved by LN. Customer will implement policies and procedures to prevent unauthorized use of User IDs and the LN Services and will immediately notify LN, in writing to the LN Legal Department at 6601 Park of Commerce Blvd., Boca Raton, FL 33487, if Customer suspects that a User ID or the LN Services are lost, stolen, compromised, or misused, and Customer shall reimburse LN for any expenses incurred due to Customer's failure to prevent unauthorized use of User IDs and the LN Services. If Customer discloses to LN "nonpublic personal information" (as such term is defined in the GLBA § 6809 (4)) about its customers and consumers ("Customer NPI") pursuant to the terms of this Agreement, LN agrees: (i) to maintain the confidentiality of all Customer NPI; and (ii) not to disclose Customer NPI except in the performance of its obligations pursuant to this Agreement or in connection with judicial or government proceedings pursuant to applicable law. In addition, LN has implemented appropriate measures designed to meet the objectives of the Interagency Guidelines. Notwithstanding the foregoing, Customer acknowledges that Customer may provide information to LN that constitutes Customer NPI but which is duplicative of information that LN has lawfully received from other sources free of any obligation of confidence. In such event, Customer acknowledges that this will not prohibit LN from using and disclosing such information from such other sources so long as LN does not state or imply that Customer was the source of such information. In any case, Customer also acknowledges that, to the extent permitted by law, LN may track the number of inquiries it receives concerning a consumer and track the industry category from which each such inquiry was submitted and may use such data in any lawful manner.
- 4. PERFORMANCE. LN will use reasonable efforts to deliver the LN Services requested by Customer and to compile information gathered from selected public records and other sources used in the provision of the LN Services; provided, however, that the Customer accepts all information "AS IS." Customer acknowledges and agrees that LN obtains its data from third-party sources, which may or may not be completely thorough and accurate, and that Customer shall not rely on LN for the accuracy or completeness of information supplied through the LN Services. Customer understands that Customer may be restricted from accessing certain LN Services which may be otherwise available. LN reserves the right to add materials and features to, and to discontinue offering any of the materials and features that are currently a part of, the LN Services. In the event that LN discontinues a material portion of the materials and features that Customer regularly uses in the ordinary course of its business, and such materials and features are part of a flat fee subscription plan to which Customer has subscribed, LN will, at Customer's option, issue a prorated credit to Customer's account.
- 5. PRICING SCHEDULE. LN agrees to provide the services requested by Customer and set forth in the attached Schedule A for the fees listed on the attached Schedule A. The fees listed on Schedule A may be updated from time to time through any or all of the following methods:

Page 5 of 7 LexisNexis RIAG Application Agreement (Q2 2008) online announcements, customer bulletins, emails, notices, announcements in invoices, or published price schedules. LN is not responsible for ensuring delivery of such updates, changes, additions, or deletions to any of its pricing policies that may occur from time to time. All current and future pricing documents are deemed incorporated herein by reference.

- 6. INTELLECTUAL PROPERTY. Customer agrees that Customer shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the LN Services' information, programs or computer applications. Customer acknowledges that LN (and/or their third-party data providers) shall retain all right, title, and interest under applicable contractual, copyright, and related laws in and to the data and information that they provide. Customer shall use such materials in a manner consistent with LN's interests and notify LN of any threatened or actual infringement of LN's rights.
- PAYMENT OF FEES. Customer shall be responsible for payment for all services obtained through Customer's user identification names and or numbers ("User ID") after the expiration of a free trial if applicable, whether or not such User ID is used by Customer or a third party, provided access to the User ID is not the result of use by a person formerly or presently employed by LN or who obtains the User ID by or through a break-in or unauthorized access of LN's offices, premises, records, or documents. Customer shall pay to LN the fees incurred for the use of the LN Services, and Customer agrees that it may be electronically invoiced for those fees. Payments shall be received within twenty (20) days of the invoice date. Any balance not timely paid will accrue interest at the rate of eighteen percent (18%) per annum. Customer's obligation to pay invoiced amounts is absolute and unconditional and not subject to any offset, defense or counterclaim.
- 8. TERM OF AGREEMENT. This Agreement is for services rendered and shall be in full force and effect during such periods of time during which LN is providing services for Customer (the "Term"); provided, however, that any term provided on Schedule A (the "Schedule A Term") shall be considered the Term of this Agreement until the expiration of that Schedule A Term. Upon expiration of any Schedule A Term, this Agreement shall continue in effect for so long as LN is providing services for Customer.
- 9. TERMINATION. Except where an attached <u>Schedule A</u> provides for a <u>Schedule A Term</u> or otherwise sets forth Customer's minimum financial commitment, either party may terminate this Agreement at any time for any reason.
- 10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without effect to conflict of law principles. Additionally, any action brought pursuant to Customer's use of the LN Services or pursuant to the terms and conditions of this Agreement shall be brought within the jurisdiction of the courts of Palm Beach County, Florida.
- 11. ASSIGNMENT. The license granted pursuant to this Agreement to Customer to use the LN Services may not be assigned by Customer, in whole or in part, without the prior written consent of LN. For purposes of this Agreement, a change in control of Customer of twenty percent (20%) or more shall constitute an assignment.
- WARRANTIES/LIMITATION OF LIABILITY. Neither LN, nor its subsidiaries and affiliates, nor any third-party data provider (for 12. purposes of indemnification, warranties, and limitations on liability, LN, its subsidiaries and affiliates, and its data providers are hereby collectively referred to as "LN") shall be liable to Customer (or to any person claiming through Customer to whom Customer may have provided data from the LN Services) for any loss or injury arising out of or caused in whole or in part by LN's acts or omissions in procuring, compiling, collecting, interpreting, reporting, communicating, or delivering the LN Services. If, notwithstanding the foregoing, liability can be imposed on LN, then Customer agrees that LN's aggregate liability for any and all losses or injuries arising out of any act or omission of LN in connection with anything to be done or furnished under this Agreement, regardless of the cause of the loss or injury, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed One Hundred Dollars (\$100.00); provided, however, that such limitation of liability shall not apply to LN's indemnification obligation detailed in Paragraph 13 hereof, and Customer covenants and promises that it will not sue LN for an amount greater than such sum even if Customer and/or third parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against LN. LN does not make and hereby disclaims any warranty, express or implied, with respect to the LN Services provided hereunder; provided, however, that LN does hereby warrant that LN has complied with the law and applicable third-party data provider contracts in providing the LN Services. LN does not guarantee or warrant the correctness, completeness, merchantability, or fitness for a particular purpose of the LN Services or information provided therein. In no event shall LN be liable for any indirect, incidental, or consequential damages, however arising, incurred by Customer from receipt or use of information delivered hereunder or the unavailability thereof.
- 13. INDEMNIFICATION. Customer hereby agrees to protect, indemnify, defend, and hold harmless LN from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to use of information received by Customer (or any third party receiving such information from or through Customer) furnished by or through LN. LN hereby agrees to protect, indemnify, defend, and hold harmless Customer from and against any and all costs, claims, demands, damages, losses, and liabilities (including attorneys' fees and costs) arising from or in any way related to its breach of the warranty made in Paragraph 12 hereof regarding authorized provision of the data.
- 14. SURVIVAL OF AGREEMENT. Provisions hereof related to release of claims, indemnification, use and protection of information and data, payment for the LN Services, Audit, and disclaimer of warranties shall survive any termination of the license to use the LN Services.
- AUDIT. Customer understands and agrees that in order to ensure compliance with the FCRA, GLBA, DPPA, other similar state or federal laws, regulations or rules, regulatory agency requirements, of this Agreement, and LN's obligations under its contracts with its data providers, LN may conduct periodic reviews of Customer's use of the LN Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of LN Services and information received therefrom. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days. Violations discovered in any review and/or audit by LN will be subject to immediate action including, but not limited to, suspension or termination of the license to use the LN Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies.

Page 6 of 7 LexisNexis RIAG Application Agreement (Q2 2008)

- 16. EMPLOYEE TRAINING. Customer shall train new employees prior to allowing access to LN Services on Customer's obligations under this Agreement, including but not limited to, the licensing requirements and restrictions under <u>Paragraph 2</u> and the security requirements of <u>Paragraph 3</u>. Customer shall conduct a similar review of its obligations under this Agreement with existing employees who have access to LN Services no less than annually. Customer shall keep records of such training.
- 17. ATTORNEYS FEES. The prevailing party in any action, claim or law suit brought pursuant to this Agreement is entitled to payment of all attorneys' fees and costs expended by such prevailing party in association with such action, claim or lawsuit.
- 18. TAXES. The charges for all LN Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Customer's account.
- 19. CUSTOMER CHANGE. Customer shall notify LN immediately of any changes to the information on Customer's Application for the LN Services. LN reserves the right to terminate Customer's access to the LN Services or terminate the license to use the LN Services without further notice upon receipt of any change in Customer's status which in LN's sole discretion would cause Customer to be unable to comply with its obligations under this Agreement.
- 20. RELATIONSHIP OF PARTIES. None of the parties shall at any time represent that it is the authorized agent or representative of the other.
- 21. CHANGE IN AGREEMENT. By receipt of the LN Services, Customer agrees to, and shall comply with, changes to the Restricted License granted Customer in Section 2 herein, changes in pricing, and changes to other provisions of this Agreement as LN shall make from time to time by notice to Customer via e-mail, online "click wrap" amendments, facsimile, mail, invoice announcements, or other written notification. All e-mail notifications shall be sent to the individual named in the Customer Administrator Contact Information section, unless stated otherwise in this Agreement.
- 22. ENTIRE AGREEMENT. Except as otherwise provided herein, this Agreement constitutes the final written agreement and understanding of the parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all prior representations, agreements, and understandings, whether oral or written, which relate solely and exclusively to the use of the LN Services. Any new, other, or different terms supplied by the Customer beyond the terms contained herein, including those contained in purchase orders or confirmations issued by the Customer, are specifically and expressly rejected by LN unless LN agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any contract in which this Agreement is referenced or made a part of. In the event any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired. All capitalized terms used in these Terms and Conditions that are not defined shall have the meaning given to them in the Application.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I am authorized to execute this Agreement on behalf of the Customer listed above and that the statements I have provided in this Agreement are true and correct. Further, I hereby certify that the Customer agrees to the Terms and Conditions for use of the LN Services.

		6.97	17 6 - 17 1	8 1 - 13	Fall 1 32	200
Signature	6 to 18	V/150	Signer Arab		er ere	
Print Name		542 M	III.250 9	ers a " e	er again	1.5 2
Title	3 10 W		11 E	\$ 47 (A-A)		7.2 3
Dated	-1	e e e e e e e e e e e e e e e e e e e	ge the end		(mm/d	d/yy)

Page 7 of 7 LexisNexis RIAG Application Agreement (Q2 2008)

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ROL RETURN ON INFORMATION SQLUTIONS

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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: Approve August 2008 and September 2008 Treasurer's Reports and Investment Reports

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

PREFERRED MEETING DATE REQUESTED: 11/18/08

AMOUNT REQUIRED: N/A/

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Michele Tuttle, Hays County Treasurer

SPONSORED BY: Liz Sumter, Hays County Judge

SUMMARY: Approve the August 2008 and September 2008 Treasurer's Reports and Investment

Reports

HAYS COUNTY TREASURER'S REPORT FOR THE MONTH OF AUGUST 2008

ERATING FUNDS:		BEGINNING		Interest		Revenues	CHECKING	Disbursements	Transfer to		ENDING	Total	TOTAL	T
	4	BALANCE					From Investments		investments	8	BALANCE	Investmente	FIND	
eral	69	116,779.75	49	319.34	\$ 1	1,515,058.84	\$ 2,618,000.00	\$ 4.151.925.37	69		98 232 EG	C 24 011 018 01	24 400 2	12
d and Bridge General	69	43,897.88 \$	69	96.86	69	163,336.60	\$ 1,556,333.69	\$ 1.748.697.07	69		14 OR7 OR	\$ 4 871 463 63	1	34.40
lical and Dental Fund	€\$	1.45	63	1.26	69	627,300.09	100		6	69	2.06	-1	4	10 045 64
riff's Drug Forfeiture	69	1.00	€9		49				69	6	1 00			19,545.01
rict Attorney Drug Forfeiture	69	1.00	69	1	69		69	69		69	00,1			340 63
Ith Services Grants	69	10,606.20	69	11.50	69	70,440.00		\$ 79,661.44		69	1.396.26		-	1 528 78
illy Health Services	69	1,729.27	69	4.98	49	61,000.09		\$ 59,956.52		, s	2777.82			2 983 63
anile Detention Center	69	1,208.45	69	169.40	44	441,002.31	\$ 29,517.24	\$ 414,004.65	•	49	57.892.75	801		858 951 19
acco Settlement Fund	63	1.00	63	-	69		₩	-		60	1 00			00 48
orical Commission Trust Fund	69	111.00	69	-	49	110.00		69	49	S	221.00			18 672 00
VSTRUCTION FUNDS:												ı		Γ
lificates of Obligation 1997	69	0.01	63		43		4		69	6	0.0			T
cs Bond 2003	69	1.00	49		49		\$ 1,675.00	\$ 1,675.00		69	1.00	\$ 161 481 82	\$ 161 482 82	28.28
d Construction Bond 2004	69	1.00	69	1	69		4		69	63	8			45 65
Oificates of Obligation 2005	49	1.00	643		69	,	\$ 26,495.79	\$ 26,495.79		S	1.00			7 775 50
d Construction Bond 2006	69	1.00	64		49	1	\$ 91,122.56	-			1.00	5.91	5.91	28.04
(s Bond 2007	49	51,378.04	49	•	63	- 3886	\$ 2,740,738.63	\$ 2,790,738.63		69	1.378.04			14.20
3P Disaster Relief Blanco	69		69	Creating Age	49			-	69	69		1	1	
A Service Fee Fund	63	1.00	S		49	•	\$ 20,250.00	\$ 20,250.00	49	63	1.00	\$ 297,998.35	\$ 297,999.35	99.35
EREST AND SINKING FUNDS:	(c)											ı	l	
s County I & S	69	35,774.88	69	29.08	49	32,862.49	\$ 4,747,264.22	\$ 4,783,478.59	49	S	32,452.08	\$ 2,335,844.71 \$	\$ 2,368,296.79	96.79
AND TOTALS:	49	261,494.93	S,	632.42	\$ 2	632.42 \$ 2,941,110.42	\$ 11,858,581.01	\$ 14,852,490.04	S	S	209,328.74	\$ 45,777,792.18 \$	\$ 45,987,120,92	20.92
ısfers Outstanding:											•			Γ

Hays County Treasurer's investment Report

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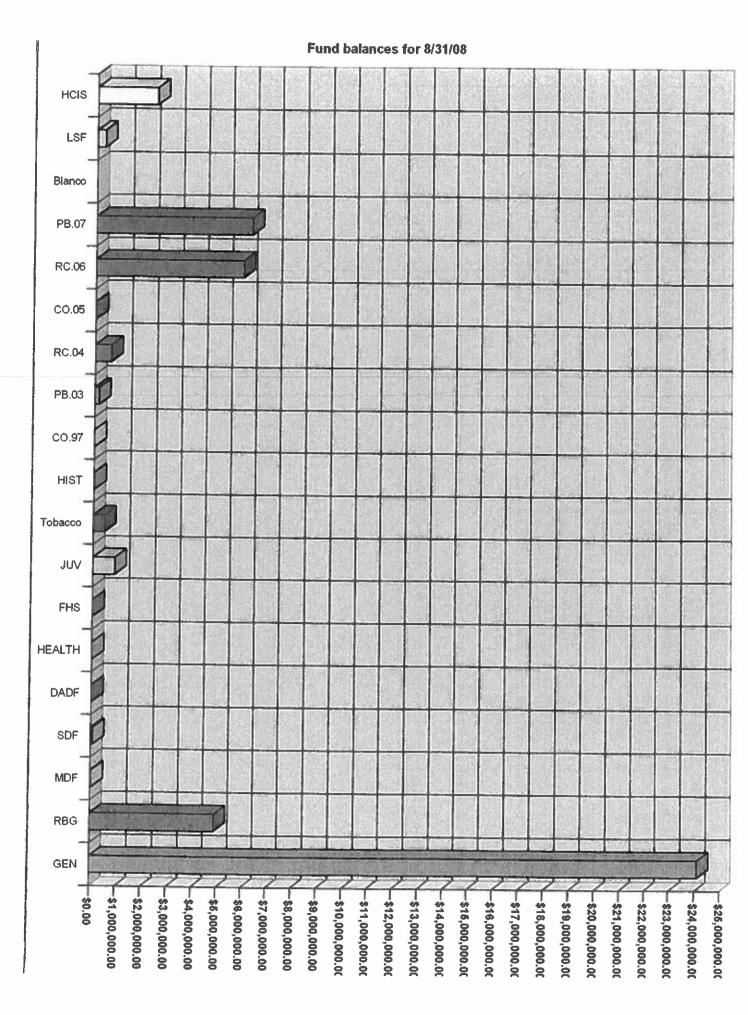
PAGE 1

RICAN NATIONAL	BANK CHECKING				
ription	07/31/08 Balance	Interest	Deposits	Debits	08/31/08 Balance
unds (see Page 1)	\$ 261,494.93	632.42	14,799,691.43	14,852,490.04	209,328.74
POOL.	2.2878%	0.999770			
ription	07/31/08 Balance	Interest	Deposits	Debits	08/31/08 Ralance
ıral	\$ 226,638.90	474.02	157,669.26	200.000.00	184 782 18
and Bridge General	\$ 4,470,193.44	7,476.53	34,024.07	1,365,659,56	3 146 034 48
cal and Dental Fund	\$ 45,704.06	55.92		27,183.88	18.576.10
ff's Drug Forfeiture	\$ 48,675.10	94.58	•		48.769.68
Drug Forfeiture	\$ 277.56	0.57	•		278.13
h Services Grants	\$ 96.29	0.26	•	•	96.55
nile Center	\$ 828,972.41	1,603.27	•	29,517.24	801.058.44
cco Settlement Fund	\$ 424,583.47	825.01	•	9	425.408.48
rical Commission Trust		22.00			11,347.01
s Bond 2003	-	313.87	•	1,675.00	161,481.82
Construction 2004		87.48	1		45,117.61
ficates of Obligation '05	\$ 34,243.61	26.68		26,495.79	7,774.50
Construction 2006		11,603.55	1	91,122.56	5,911,127.04
s Bond 2007	80	16,861.91	5	2,740,738.63	6,247,036.16
A Service Fee Fund	\$ 317,661.59	586.76	•	20,250.00	297,998.35
County I & S	\$ 4,901,709.73	4,173.30	25,071.88	4,747,264.22	183,690.69
spun	26,479,513.18	44,205.71	216,765.21	9,249,906.88	- 17,490,577.22
Funds Management	2.2400%				
ription	07/31/08 Balance	Interest	Deposits	Debits	08/31/08 Balance
	\$ 12 731 210 0K	24 OUE ER			40 705 045 10

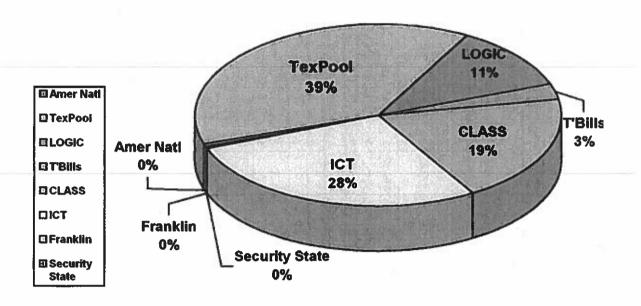
SS - MBIA	2.4800%	NAV 1.00				
ription	07/31/08 Balance	Interest	Deposits	Debits	08/31/08	08/31/08 Balance
эга	\$ 9,820,937.26	2	•	1,577,000.00		8,264,121.51
1 Construction 2004	\$ 573,418.04	1,203.50		•		574,621.54
spun	10,394,355.30	21,387.75	•	1,577,000.00	1	8,838,743.05

		2.5795%	0.99968						PAG	PAGE 2
ription	o	07/31/08 Balance	Interest	Deposits	Debits	08/31/08	08/31/08 Balance			
ıral		\$ 2,467,748.77	4,663.59	3 3 3 3 3 3	841,000.00		1.631.412.36			
and Bridge General	erai	\$ 1,911,983.47	4,119.71	-	190,674.13		1,725,429.05			
cal and Dental Fund	pun	\$ 1,364.26	2.99				136725			
Drug Forfeiture		\$ 61.37	0.13		-		61.50			
th Services Grants	ţs	\$ 35.89	0.08		-		35.97			
ily Health Services	38	\$ 205.36	0.45				205.81	1		
incal Commission Trust	n Trust	\$ 7,088.46	15.53	-			7,103.99			
County I & S		\$ 1,898,954.40	4,160.17	1			1,903,114.57			
spun		6,287,441.98	12,962.65		1,031,674.13		5,268,730.50			
SASURY BILLS AND NOTES	S AND N	OTES								
				Balances 07/31/08		Transi	Transactions	8	Balances 08/31/08	
ription	Price	Yeild/ Maturity	Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
95639	99.5273	1.905% 8/28/08	100,000.00	99,627.31	99,896.00		100.000.00			
		General	100,000.00	99,527.31	99,895.00		100,000,00			
96G47	99.6399	1 864% 944/08	200,000,00	STATE OF THE PARTY.	199,711.26	語の名はあるとのという	一年 日本	200,000:00	199,079.89	199,968.33
		General	200,000.00	199,079.89	199,711.25			200.000.00	199,079,89	L
96H20	99.693	1,639%,10/16/08	200,000,00		198,347,64	THE RESERVE OF THE PARTY OF THE	THE RESERVE OF THE PARTY OF THE	200,000,00	199,186.06	1000
			200,000.00		199,347.64			200,000.00	199,186.06	L
96H36	99.6168		250,000.00	249,039,48	249,107.50	THE RESERVE THE PERSON NAMED IN		250,000,00		249,451 60
		Hays County I & S	250,000.00	249,039.45	249,107.50			250,000.00		
991146	99,5715	1 726% 10/30/08	600,000,00	497,857.74	498,040,97	September 1	STATE OF THE PARTY	800,000,000		498,754.17
		General	500,000.00	497,857.71	498,040.97			500.000.00	497.857.71	498,754,17
79H87	99.583	1.7.41% 1,1/28/08	の一般の一般の一般の一般の一般の一般の一般の一般の一般の一般の一般の一般の一般の	京のできたがあるでは		160,000.00	STATE SELECTION OF STATE OF	100,000,00	99,863.00	99,689,61
		General				100,000.00		100,000.00	99,563.00	99,589.61
A			1.250.000.00	1.244.690.42	1.246.102.36	100.000.00	100.000.00	1.250.000.00	1 244 726 11	1 247 380 38

(ED DEPOSIT	PROG	KED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS	S OF DEPOSIT	Ø						
				Balances 07/31/08		Transi	Transactions	40	Balances 08/31/08	60
ription	Fund	Yeild/ Maturity	Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
	General	General 2.72% 11/7/09	7,788.00	7,788.00	7,788.00			7,788.00	7,788.00	7.788.00
nity State Bank	General	General 3.06% 6/14/10	17,500.00	17,500.00	17,500.00			13,686.22	13,686,22	13.686.22
nity State Bank	General	State Bank General 3.14% 6/14/12	25,000.00	25,000.00	25,000.00			21,030.03	21,030.03	21,030.03
rity State Bank	General	State Bank General 2.94% 7/10/10	20,000.00	20,000.00	20,000.00			16,721.09	16,721.09	16.721.09
	General	General 2.99% 7/10/12	18,850.00	18,850.00				12,628.08	12,628.08	12,628.08
	General	General 2.56% 1/4/13	15,000.00	15,000.00	15,000.00			14,000.00	14,000.00	14.000.00
	General	General 2.99% 1/4/13	20,000.00	20,000.00	20,000.00			20,000.00	20.000.00	20.000.00
urity State Bank	General	General 2.99% 1/4/13	15,000.00	15,000.00	15,000.00			15,000.00	15.000.00	15.000.00
irity State Bank	General	General 2.99% 1/4/13	18,000.00	18,000.00	18,000.00			18,000.00	18,000.00	18,000.00
klin Bank	General	General 2.64% 8/8/12	30,598.47	30,598.47	30,598.47	203.61		30,802.08	30,802.08	30,802.08
klin Bank	General	1.91% 10/19/11	10,144.07	10,144.07	10,144.07			10,144.07	10,144.07	10,144.07
TOTAL			197,880.54	197,880.54	197,880.54	•	-	179,799.57	179,799.57	179,799.57
AL Fund Balances	8	57,596,586.40					45,987,120.92			
CHMARK										
RENT 90 DAY TI	REASUR	RENT 90 DAY TREASLIRY RILL VIELDING 1 69%	-3							



INVESTMENT ALLOCATION TOTALS AUGUST 2008



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Bill Herzog, Hays County Auditor

Michele Tuttle, Hays County Treasurer

Britney Richey, Accountant, Hays County

HAYS COUNTY TREASURER'S REPORT FOR THE MONTH OF SEPTEMBER 2008

							CHI	CHECKING										
ERATING FUNDS:		BEGINNING	Inte	Interest	œ	Revenues	٥	Deposits	ш	Disbursements	Tra	Transfer to	Ē	ENDING	Total	tal		TOTAL
	4	BALANCE				785	From	From Investments			Inve	Investments	BA	BALANCE	Investments	ments		FUND
ıeral	69	98,232.56	\$	511.29	\$ 1,99	995,712.11	\$ 2,4	2,411,500.00	8	4,324,046.89	63		- F	181,909.07	\$ 21.851.083.23	083.23	69	22.032.992.30
d and Bridge General	69	14,967.96	49	107.44	49	134,385.17	\$ 1,4	1,469,585.21	49	1,618,937.34	69		45	108.44	\$ 3.454	3,454,522,11	1	3,454,630.55
lical and Dental Fund	49	2.26	69	8.61		566,842.69	49	•	69	566,843.95	63		6	9.61		19.983.13	69	19.992.74
riff's Drug Forfeiture	69	1.00	69	·	69		69	20 20 30	69	•	49		5	1.00	\$ 48	48,866.16	69	48.867.16
rict Attorney Drug Forfeiture	49	1.00	49		49		49		s,		69		63	1.00	69	340.35	49	341.35
ith Services Grants	49	1,396.26	69	14.38	69	93,835.01	69	1	s	50,624.82	69	43,523.45	49	1,097.38	\$ 43	43,659.03	64	44,756.41
uly Health Services	69	2,777.82	69	11.13	69	74,993.60	69	1	49	74,249.84	₩.	-	44	3,532.71	69	206.27	69	3,738.98
enile Detention Center	69	57,892.75	5	130.16	8	420,737.56	69	24,017.05	69	388,741.84	63	31,694.52	69	82,341.16	\$ 810.	810,304.04	69	892,645.20
acco Settlement Fund	49	1.00	49		43	- 800	69		69		69		69	1.00	\$ 426	426,250.03	69	426,251.03
orical Commission Trust Fund	49	221.00	69		49	537.87	69	472.87	69	945.74	49	285.00	69	1.00	\$ 18	18,301.23	49	18,302.23
NSTRUCTION FUNDS:	4				2000													
tificates of Obligation 1997	₩	0.01	₩	١,	₩		69		6A		s,		<u>پ</u>	0.01	s s	Γ	မာ	0.01
ks Bond 2003	69	1.00	69		69		49		4		69	-	₩	1.00	\$ 161,	161,801.27	69	161,802.27
d Construction Bond 2004	69	1.00	69		69	•	4		69		49	- 32	69	1.00	\$ 620	620,979.24	69	620,980.24
tificates of Obligation 2005	69	1.00	69		69	-07/25	69	1	69	-	69	,	69	1.00	\$ 7,	7,789.87	64	7,790.87
d Construction Bond 2006	69	1.00	69	١,	69		69	10,508.06	49	10,508.06	69	-	49	1.00	\$ 5,912,	5,912,298.92	69	5,912,299.92
ks Bond 2007	49	1,378.04	49	-	₩.	-	\$	144,172.10	69	145,549.14	69		€9	1.00	\$ 6,115	6,115,099.92	43	6,115,100.92
OP Disaster Relief Blanco	49	•	69		69	1	69	-	s		49		49		49		€9	
A Service Fee Fund	S	1.00	69		63	1,000.00			69	1	63	1,000.00	69	1.00	\$ 299,	299,587.92	(A)	299,588.92
EREST AND SINKING FUNDS:	أذن																	
's County I & S	\$	32,452.08	49	51.67	69		69	-	69	300.00	49	32,151.08	₩.	52.67	₩	2,407,339.03	€9	2,407,391.70
AND TOTALS:	49	209,328,74 \$	ш	834.68 \$ 3,28	\$ 3	288,044.01)60,255.29	\$ 7	4,060,255.29 \$ 7,180,747.62	\$	108 654 05	\$ 2(269,061.05 \$ 42,198,411.75 \$	\$ 42,198	411.75		42,467,472.80
nsfers Outstanding:																		

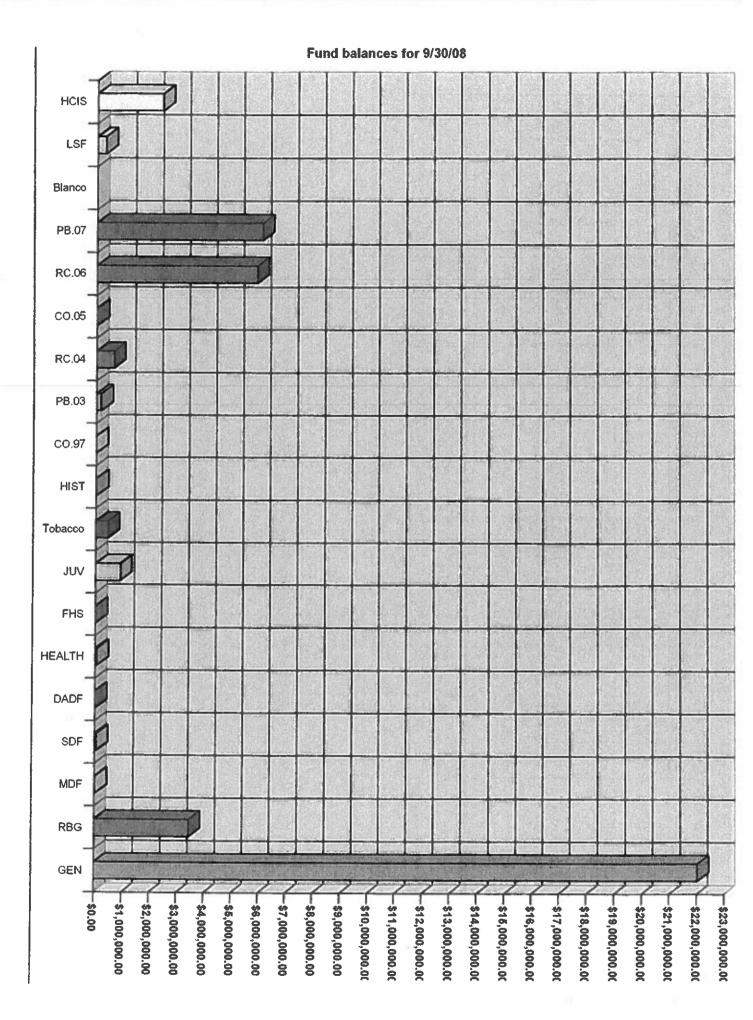
Hays County Treasurer's Investment Report For September 2008

PAGE 1

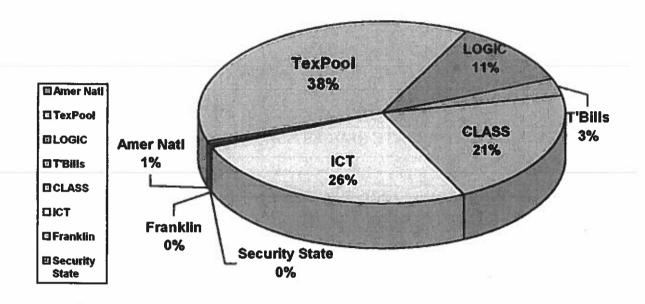
ERICAN NATIONAL BANK CHECKING	BANK CHECKING				
cription	08/31/08 Balance	Interest	Deposits	Debits	09/30/08 Balance
unds (see Page 1)	\$ 209,328.74	834.68	7,348,299.30	7,289,401.67	269,061.05
(POOL	2.4068%	0.999540			
cription	08/31/08 Balance	Interest	Deposits	Debits	09/30/08 Balance
eral	\$ 184,782.18	555.03	208,241.56	359,000.00	34,578.77
3 and Bridge General	\$ 3,146,034.48	4,753.97	44,070.59	1,469,585.21	1,725,273.83
ical and Dental Fund	\$ 18,576.10	36.75	•		18,612.85
riff's Drug Forfeiture	\$ 48,769.68	96.48	•	•	48,866.16
Drug Forfeiture		0.58	•		278.71
th Services Grants	\$ 96.55	2.98	43,523.45	•	43,622.98
nile Center	\$ 801,058.44	1,568.13	31,694.52	24,017.05	810,304.04
acco Settlement Fund	\$ 425,408.48	841.55	•	•	426,250.03
orical Commission Trust	11,347.01	22.38	285.00	472.87	11,181.52
s Bond 2003	161,481.82	319.45		•	161,801.27
d Construction 2004	\$ 45,117.61	89.25	•	,	45,206.86
ficates of Obligation '05	\$ 7,774.50	15.37	•	•	7,789.87
చ్రిd Construction 2006	\$ 5,911,127.04	11,679.94	•	10,508.06	5,912,298.92
Bond 2007	\$ 6,247,036.16	12,235.86	•	144,172.10	6,115,099.92
A Service Fee Fund	\$ 297,998.35	589.57	1,000.00	•	299,587.92
s County I & S	\$ 183,690.69	399.76	66,882.03	1	250,972.48
spun	17,490,577.22	33,207.05	395,697.15	2,007,755.29	- 15,911,726.13
Funds Management	2.0000%			,	
cription	08/31/08 Balance	Interest	Deposits	Debits 1 600 000 00	09/30/08 Balance

7	2.6931%	0.99925						PAG	PAGE 2
cription	08/31/08 Balance	Interest	Denosits	Debits	0/02/00	09/30/08 Balanca	_,		
eral	\$ 1,631,412.36	3,202.77		452,500,00	100000	1 182 115 13			
d and Bridge General	\$ 1,725,429.05	3,819.23				1 729 248 28			
ical and Dental Fund	\$ 1,367.25	3.03				1 370 28			
Drug Forfeiture	\$ 61.50	0.14		-		61.64			
Ith Services Grants	\$ 35.97	90.0				36.05			
ily Health Services	\$ 205.81	0.46				206.27	P		
orical Commission Trust	\$ 7,103.99	15.72		,		7 110 71	-		
s County I & S	\$ 1,903,114.57	4,212.53				1,907,327.10			
spun	5,268,730.50	11,253.96		452,500.00	-	4,827,484.46			
EASURY BILLS AND NOTES	NOTES		<u>~ 2~50 .3</u>						
			Balances 08/31/08		Trans	Transactions	4	Ralances 09/30/08	
cription Price	Yeild/ Maturity	Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
796G47 99.6399	1.854%, 9/4/08	200,000,00	199,679.89	196.968.33	THE PERSON NAMED IN COLUMN TWO	STATE OF THE STATE	SPECIFICATION OF THE PERSON OF	CONTRACTOR STATE OF THE PERSON STATE OF THE PE	
		200,000.00	199,079.89	199,968.33					
796H20 99.693	1,639% 10/16/08	200,000.00	199,186.06	199,618.67	の日本を日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日	SECTION SECTIONS	200,000,00	199.188.06	196.898.22
Sec. 1000 1000		200,000.00	199,186.06	199,616.67			200,000.00	L	199,898.22
795H38 99.6158	8 1.547% 10/23/08	250,000,00	249,039.46	249,451.60		京的名词称 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	250,000.00	249.039.45	The same
		250,000.00	249,039.45	249,451.60			250,000.00	249,039.45	
795446 98.5715	5 1.726% 10/30/08	900,000,009	487,867.71	498,754.17			200,000,000	17.7857.74	2333
		200,000.00	497,857.71	498,754.17			500,000.00	497,857.71	499,597,71
£99'66	1.741% 11/28/08	100,000.00	99,563.00	19.689,66		THE REAL PROPERTY.	100,000,00	89,563,00	99,833.66
		100,000.00	99,563.00	99,589.61			100,000.00	L	99,833.65
795H96 99.574	1.716% 12/4/08				STORY SAMPLES OF THE	国民民民民民民民民民民民民民民民民民民民民民民民民民民民民民民民民民民民民民	200,000,00	Separate Separate	199,711.11
	General						200,000.00		199,711.11
 		1 250 000 00	1 244 726 44				4 250 000 000		4 240 000 64
.AL		1,250,000.00	1,244,726.11	1,247,380.38	,	ŀ	1,250,000.00	-	1,244,794.36

KED DEPOSIT	PROG	KED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS	S OF DEPOSIT	S						
				Balances 08/31/08		Trans	Transactions	40	Balances 09/30/08	
cription	Fund	Yeild/ Maturity	Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value
urity State Bank	General	2.72% 11/7/09	7,788.00	7,788.00	7,788.00			7,788.00	7,788.00	7,788.00
urity State Bank	General	3.06% 6/14/10	13,686.22	13,686.22	13,686.22			13,686.22	13,686.22	13,686.22
urity State Bank	General	State Bank General 3.14% 6/14/12	21,030.03	21,030.03	21,030.03			21,030.03		21,030.03
urity State Bank	General	State Bank General 2.94% 7/10/10	16,721.09	16,721.09	16,721.09			16,721.09		16,721.09
urity State Bank General 2.99% 7/10/12	General	2.99% 7/10/12	12,628.08	12,628.08	12,628.08			12,628.08		12,628.08
urity State Bank General 2.56% 1/4/13	General	2.56% 1/4/13	14,000.00	14,000.00	14,000.00			14,000.00		14,000.00
urity State Bank General 2.99% 1/4/13	General	2.99% 1/4/13	20,000.00	20,000.00	20,000.00			20,000.00		20,000.00
urity State Bank	General	General 2.99% 1/4/13	15,000.00	15,000.00	15,000.00	,		15,000.00		15,000.00
urity State Bank	General	General 2.99% 1/4/13	18,000.00	18,000.00	18,000.00			18,000.00	18,000.00	18,000.00
ıklin Bank	General	General 2.64% 8/8/12	30,802.08	30,802.08	30,802.08		_	30,802.08	30,802.08	30,802.08
ıklin Bank	General	General 1.91% 10/19/11	10,144.07	10,144.07	10,144.07		_	10,144.07	10,144.07	10,144.07
			2				-			
TOTAL			179,799.57	179,799.57	179,799.57	•	•	179,799.57	179,799.57	179,799.57
		1	S0 -		· ·	_		_		
AL Fund Balances	S	45,987,120.92	2				42,467,472.80			
NCHMARK										
PENT OF DAY T	PEASIR	DENT OF DAY TREASHRY RILL VIELDING 169%	7%							



INVESTMENT ALLOCATION TOTALS SEPTEMBER 2008



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Bill Herzog, Hays County Auditor

Michele Tuttle, Hays County Treasurer

Britney Richey, Accountant, Hays County

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: Approve award of Bid #2009-B02 "Police Motorcycles" for Hays County Sheriff's Department to 35 North Honda.					
CHECK ONE:	X CONSENT		EVECUMNE GEGGION		
CHECK ONE:	ALI CONSENT	ACTION	EXECUTIVE SESSION		
	☐ WORKSHOP	☐ PROCLAMAT	TION PRESENTATION		
PREFERRED MEETING DATE REQUESTED: November 18, 2008					
AMOUNT REQUIRED: \$\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\					
LINE ITEM NUMB	BER OF FUNDS REQUI	RED:	418 5713		
REQUESTED BY:	Herzog/Maiorka/Brodh	eck			
SPONSORED BY:					
SUMMARY: This	bid was for two (2) po	lice motorcycles.	Purchasing received one bid. Th	ıe	
bidder was 35 North	h Honda at \$14,137.44 p	er unit for a total l	bid price of \$28,274.88.		

Agenda Item Routing Form
DESCRIPTION OF Item: Award of Bid #2009-B02 "Police Motorcycles" for Hays County Sheriff Department to 35 North Honda.
PREFERRED MEETING DATE REQUESTED: November 18, 2008
COUNTY AUDITOR
Typically Requires 1 Business Day Review
AMOUNT AND FUND LINE ITEM NUMBER \$ 28,275 # 01-418-5713
COUNTY PURCHASING GUIDELINES FOLLOWED: Yes
PAYMENT TERMS ACCEPTABLE: Yes
COMMENTS: In addition to advertising, we sent specifications to 5 vendors but we only received 1
response. We budgeted \$30,000 for the two motorcycles.
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:__

SPECIFICATIONS FOR POLICE MOTORCYCLE FOR HAYS COUNTY SHERIFF'S DEPARTMENT

BID #2009-B02

BID SHEET

<u>DUE DATE:</u>	October 30,	2007 no	<u>late</u> r	than 2:00	p.m.

All prices shall be F.O.B. destination and shall include all charges that may be incurred in fulfilling the terms of this invitation to bid.

Police Motorcycle (2 ea)	Price per unit	s <u>14137.44</u>
	Total 5	s <u>88274.88</u>
Manufacturer: HONDA		
Model Number: ST 1300 PA According to Manuf. Delivery: Jan-Feb Delivery timedays at	fter receipt of ord	ler.
Delivery address: Hays County Sheriff's Department 1307 Uhland Rd. San Marcos, Texas 78666 Telephone: 512-393-7808		
The undersigned affirms that they are of this bid has not been prepared in collus contents of this bid have not been comn official opening of this bid.	ion with any othe	er bidder, and that the
Company Name 35 North	HONDA	
Representative's Name Kirk Ke	ndrick	
Address 1575 IH 35 No	orth New	Brounfels Tx 78130
Phone (830) 624 · 3000		•
Signature		71

Agenda Item Request Form

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

Request forms are due in the County Judge's Office

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

	Approve specific				
Implementation	of the Texas C	Community Dev	velopment	Program and	authorize
purchasing to so	licit for proposal a	and advertise.			
CHECK ONE:	X□ CONSENT	☐ ACTION	☐ EXECUT	TIVE SESSION	
	□ WORKSHOP	☐ PROCLA	MATION	☐ PRESENTA	ATION
PREFERRED MEETING DATE REQUESTED: November 18, 2008					
AMOUNT REQUI	RED:				
LINE ITEM NUM	BER OF FUNDS RE	EQUIRED:			
REQUESTED BY:	Herzog/Maiorka/H	Lauff			
SPONSORED BY:					
SUMMARY: see at	tached			`	

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR IMPLEMENTATION OF THE TEXAS COMMUNITY DEVELOPMENT PROGRAM

HAYS COUNTY, TEXAS RFP #2009-P02

GENERAL CONDITIONS

Overview

Hays County is seeking to enter into a contract with a qualified engineer/engineering firm registered in the State of Texas to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections required by the County for implementation of the Texas Community Development Program.

Proposals to the County must be received by December 4, 2008 no later than 2:00 p.m. to be considered. The County will rank all engineering proposals based on qualifications and will negotiate a "Professional Services Contract" with its first choice if possible. If not possible, the County will negotiate with the next highest ranking firm and so on until a contract is signed. Contract(s) for this program will be contingent upon the County receiving funding.

Submittal

Please submit five (5) copies of your proposal of services, a statement of qualifications, resumes of key personnel, references and a list of jobs performed under this or similar programs to Cindy Maiorka CPPB, Purchasing Manager, Hays County Purchasing Office, 111 E. San Antonio Street, Suite 101, San Marcos, Texas 78666. Please mark the outside of your envelope "RFP for Engineering Services for Cedar Oaks Mesa WSC CDBG Project #728190".

Evaluation Criteria

Experience 45 points

• Familiarity w/CDBG projects

• Ability to respond

• Knowledge of City/County

Work Performance 25 points

• Quality of past services to Cities/Counties

Capacity to Perform 25 points

• Grant knowledge

• Cities/Counties satisfaction

Affirmative Action 5 points

Past services to Cities/Counties under federal programs

Total 100 points

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR IMPLEMENTATION OF THE TEXAS COMMUNITY DEVELOPMENT PROGRAM RFP #2009-P02

Proposal Due: Thursday, December 4, 2008 no later than 2:00 p.m.

Hays County reserves the right to reject any and all proposals.

Please submit this form with your qualifications:

The undersigned affirms that they are duly authorized to submit this proposal, that this proposal has not been prepared in collusion with any other offeror, and that the content of this proposal has not been communicated to any other offeror prior to the official opening of this proposal. The contract will be awarded to the responsible proposer by the Commissioners' Court.

Proposer Name		
Mailing Address		
Phone	<u> Fax</u>	
Signature	444	
Print Signature		

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:	Approval to reject I	bids receive	d for Bid #20	09-B03 "Tractor &	Side
Mount Mower" a	nd re-bid due to the f	fact that the	wrong number	of units were bid.	
CHECK ONE:	X CONSENT	☐ ACTION	□ EXECU	TIVE SESSION	
	■ WORKSHOP	☐ PROC	LAMATION	☐ PRESENTATIO	N
PREFERRED ME	ETING DATE REQU	ESTED: Nove	mber 18, 2008		
AMOUNT REQUI	IRED:				
LINE ITEM NUM	BER OF FUNDS REQ	UIRED:			
REQUESTED BY	Herzog/Maiorka/Bor	cherding			
SPONSORED BY					
SUMMARY: Two	bids were received for	r one unit. Th	e bid should ha	ve been for two units	s. The
mistake was not r	ealized until after the	bids were of	pened, therefore	e, purchasing is askin	ng for
approval to reject	the bids and prepare a	a re-bid for th	e correct numb	er of units. Purchasir	ıg has
notified the vendor	rs that prepared and se	nt in their bid	s.		

Specifications for Two (2) Tractors and Side Mount Mowers Hays County Road Department REBID Bid #2009-B03R

Hays County, Texas

General Conditions

- 1. Bids are solicited for furnishing the materials set forth in this invitation to bid. Completed bid proposals 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 with the bid number and opening date.
- 2. Bids received in the county purchasing office after submission deadline shall be returned unopened and will be considered void and unacceptable. Hays County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in purchasing office shall be the official time of receipt. No fax bids will be accepted.
- 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. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the county purchasing agent and the approval of the Commissioners' Court.
- 4. The county is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.
- 5. The bidder agrees if this bid is accepted, to furnish any and all materials 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 sixty (60) calendar days unless a different period is noted by bidder.
- 6. The county reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the county.
- 7. Invoices shall be sent directly to the Hays County Auditor's Office, 111 E. San Antonio St., Ste 100, San Marcos, Texas 78666. Payments will be processed after notification that all materials have been received satisfactorily and no unauthorized materials have been received.
- 8. Hays County terms of invoice are net 30 days from statement date.
- 9. The bid award shall be based on but not limited to the following factors:
 - Unit price
 - Special needs and requirements of Hays County
 - Vendors past performance record w/Hays County and/or references
 - Hays County's evaluation of vendor's ability to perform

Minimum Specifications

Two (2) each Tractors and Side Mount Mowers:

- 1. Two wheel drive tractor
- 2. Engine: diesel, glow plug starting aid, 268 c.i. displacement, 98 engine hp (Sae Net), 84 PTO hp @ 2200 RPM, dual element dry type air cleaner, air cleaner to be under hood, vertical exhaust outside hood, -20 degrees antifreeze in cooling system, 55 amp alternator.
- 3. PTO: 2 speed multi-disc wet clutch independent PTO, brake pedals latch locked down w/pullout knob for parking brake, independent oil cooled disc brakes w/mechanical actuation for brakes, outboard planetary axle, w/foot operated mechanical differential lock for rear drive axle, 12 x 4 partial synchro transmission w/center shift on platform.
- 4. Hydrostatic steering w/fix column, hydraulic system using a standard flow hydraulic pump w/independent auxiliary hydraulics, 7.5 gpm steering, 6.5 gpm for lift, 9.5 gpm for auxiliary, 2 single/double acting spool valves.
- Category 2 for 3 point linkage w/fix ball ends, telescopic stabilizers, universal swinging drawbar w/hammer strap.
- 6. Battery wet type maintenance free w/745 cca, key operated ignition w/safety start, engine shutoff key, two headlights, work light, two tail lights, two flashing hazard lights and turn signals, turn signal lighted switch,

- flasher lighted switch, high beam indicator, oil pressure indicator light, battery/alternator indicator light, air filter restriction warning light, coolant temperature gauge, fuel gauge, analog tachometer w/hour meter.
- 7. Metal sun shade canopy, left and right side step, hand and foot throttle, pendant style (suspended) foot pedals, seat belt retractable type, spring suspension seat w/fore/aft and height/weight adjustment, armrests, axle mounted ROPS, tool box, two year full machine warranty or 2000 hours, operator, service and parts manual to be included.
- 8. Tractor to be equipped w/60 inch side mount mower, 60 inch cut, 1250 RPM rotary, ¼ inch deck skin thickness, 3/8 inch side skirt thickness, 31 inch diameter, 1 inch thick T-1 steel w/six position blade holder, three 360 degree full swing up lift blades, chain links on front debris guarding, a ground roller shall be mounted to the rear discharge area of mower deck w/a rear debris deflector, 90 degree up to 60 degree down working arc, direct drive (no chain coupling) for motor connection, electronic on/off valve w/blade braking for cutter controls, two spool control valve operated w/joystick for hydraulic controls, all mechanical lift and tilt w/float (no cables or pulleys), 3 inch by 10 inch lift cylinder, 3½ inch by 10 inch tilt cylinder, cylinders to be single action w/oil loop, operating at 3000 psi, 65 gallon hydraulic tank, 74 GPM 10 micron oil filter in tank w/restriction gauge, 39 GPM 3500 psi front mounted cast iron gear pump for hydraulic system, front axle bolster to rear axle mounting for side mount mower attachment, one year warranty on parts and labor, operator, services and parts manual to be included.

Submit sealed bids to Hays County Purchasing Office, 111 E. San Antonio St., Suite 101, San Marcos, Texas 78666. Bid due date is December 5, 2007 no later than 2:00 p.m. Hays County is not responsible for lateness of mail, carrier, etc. Bids received after the submission deadline will be returned unopened and considered void and unacceptable.

Bid Sheet REBID Two (2) Tractors and Side Mount Mowers Hays County Road Department

Bid #2009-B03R

Bid Due: December 5, 2008 no	o later than 2:00 p.m.		
Bid price for two (2) Tractors	and Side Mount Mowers		
\$	ALE 2 11		
Delivery:	v		
Brand name bid			
Please include any additional of	charges or deviations here:		
	they are duly authorized to exec r, and that the contents of this b		
Company Name			
Address	City	Zip	
Phone ()	Fax()		
Signature			

Hays County reserves the right to accept or reject any and all bids.

SPECIFICATIONS FOR TWO (2) TRACTORS & SIDE MOUNT MOWERS HAYS COUNTY ROAD DEPARTMENT BID #2009-B03R REBID

CONTRACT

STATE OF TEXAS COUNTY OF HAYS

WHEREAS, The attached "Bid Package" which includes the Cover Sheet, Instructions, Specification for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government	ons, and Bid Sheet(ent Code 262.021; an
WHEREAS, the Hays County Commissioners' Court as the governing body of Hays County did	Vendor/Bidder) for

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.

SPECIFICATIONS FOR TWO (2) TRACTORS & SIDE MOUNT MOWERS HAYS COUNTY ROAD DEPARTEMENT BID #2009-B03R REBID

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		
2 –	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		

2.	Contract which arise under the anti-	trust laws of the United S	ms for overcharges associated with this States, 15 USCA Section 1 et seq., and ex. Bus. & Com. Code, Section 15.01, et		
3.	Pursuant to 262.076 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:				
	Does not own taxable property in Hays County.				
	Does not owe any ad valorem otherwise indebted to Hays (r is not		
Name o	of Contracting Company				
Contac	t Name				
Title					
Mailing	g Address				
City	Sta	te 2	Zip Code		
Signatu	re of Company Official Authorizing E	Bid/Offer			
Printed	Name				
Phone	Fax	E-mai	il 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 ma have with the Hays County Commissioners Court members and other elected/appointed officials.

The new law applies to:

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

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

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

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

Hays County Clerk 137 Guadalupe Street San Marcos, Texas 78666

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

AGENDA ITEM: Approve Utility Permits.
CHECK ONE: X CONSENT ACTION EXECUTIVE SESSION
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION
PREFERRED MEETING DATE REQUESTED: November 18, 2008
AMOUNT REQUIRED:
LINE ITEM NUMBER OF FUNDS REQUIRED:
SPONSORED BY: SUMTER
SUMMARY:
Permit # 01992 Fulton Ranch Rd (Power) Permit # 01996 Francis Harris (Power)
Permit # 0197 Francis Harris (Power)
Permit # 01994 Trail Drive (Water)
Permit # 01993 Turnerville Rd (Gas Line)
Permit # 01995 Bebee Rd (Power)

NOV-07-2008(FRI) 11:24

11/07/2008 09:02 FAX 512 393 7383

HAYS COUNTY PRECINCT #3

(FAX)512 847 7352

P. 003/007

Rx Date/Time

NOV-07-2008 (FRI) D9:58

512 393 7393

- Comm Pct 3

P. 002 Ø002/008

PERMIT NO.: 01992

APPLICATION DATE: 6/10/2008

APPROVED DATE:

HAYS CO. ROAD DEPT.

11/18/2008

CO. CODE: PECK

Company Name:

PEC, INC.

Type of Utility: ELECTRIC

City: KYLE

Department: DISTRICT

ROAD NO.:

ROAD NAME: Fulton Ranch Road

NAME Archie Lopez

SUBDIVISION: N/A

SEGMENT:3

TYPE LINE

Power line

DESCRIPTION:

Power line and pole to be install in right-of-way of Fullon Ranch Road . . .

SPECIAL PROVISIONS: Traffic control required; poles to be 10' min

from edge of roadway, crossings to be min

15' above road surface

Rx Date/Time

NOV-07-2008 (FRI) 09:58

512 393 7393

11/07/2008 09:02 PAX 512 393 7393

HAYS CO. ROAD DEPT.

→ Comm Pct 3

P. 003 **2**003/006

Clear

4114

Notice of Proposed Installation Utility Line on Hays County Right of Way

Date: 06/10/2008

TO: The Hays County Road Department c/o Permits and Inspections 2171 Yarrington Rd P.O. Box 906 San Marcos, Texas 76667-0906

Formal notice is hereby given that Redernales Electric Cooperative, Inc. (PEC)

Company proposes to place a Overhead Electric Powerline

line within the right-of-way of Fulton Ranch Road

as follows: (give location, length, general design, etc.)

Along the south side of Fulton Ranch Road ROW - beginning 300 feet northwest of Freeman Ranch Road and continuing 1920 feet to the northwest - see attached drawings

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

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

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

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

The location and description of the proposed line and appartenances is more fully shown by 3 complete sets of drawings attached to this notice.

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

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

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

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

Construction of this line will begin on or after the 21 day of July . 2008

General Special Provisions:

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

Finn Pedemalos Electric Cooperative, Inc.

By (Print) 'Archie Lopez

Signature OUT! 1991 1891

Title District Manager

Address P. O. Box 100

Kyle, TX 78840

Phone (512) 262-2161 Ext

(FAX)512 847 7352

P. 005/007

Rx Date/Time

NOV-07-2008 (FR1) 09:58 11/07/2008 09:03 FAX 512 393 7393

512 393 7393 HAYS CO. ROAD DEPT.

→ Comm Pct 3

P. 004 Ø004/008

3

Pedemales Electric Cooperative

Page 1 of

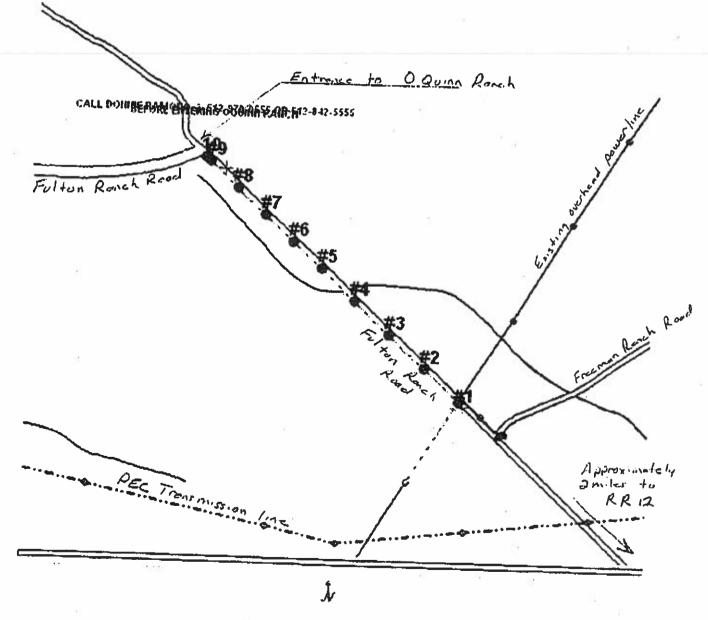


WO # 40611 Pedernales Electric Cooperative

ile: DR LTD I

Last Modified By: J_FASEL

Last Modified Time: 6/10/2008 1:35:27 PM



Copyright 1999 Utility Automation Integrators, Inc.

(FAX)512 B47 7352

P. 006/007

Rx Date/Time 11/07/2008 09:03 FAX 512 393 7393

NOV-07-2008 (FRI) 09:58

512 393 7393 HAYS CO. ROAD DEPT. → COMM PCt 3

P. 005 @005/006

Pedernales Electric Cooperative

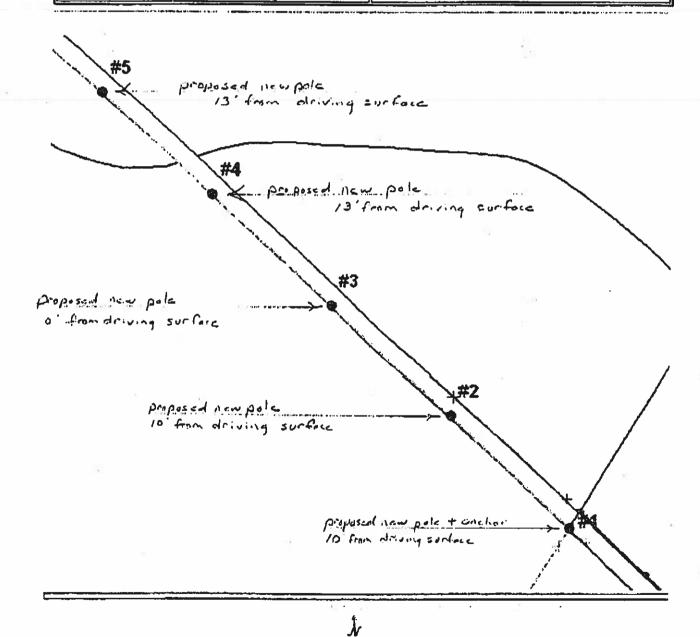
Page , 2 of 3



Pedernales Electric Cooperative

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(FAX)512 847 7352

P.007/007

Rx Date/Time

NOV-07-2008(FRI) 09:58 11/07/2008 09:03 FAX 512 393 7393

512 393 7393 HAYS CO. ROAD DEPT. → Comm Pct 3

P. 006 Ø006/008

Pedemales Electric Cooperative

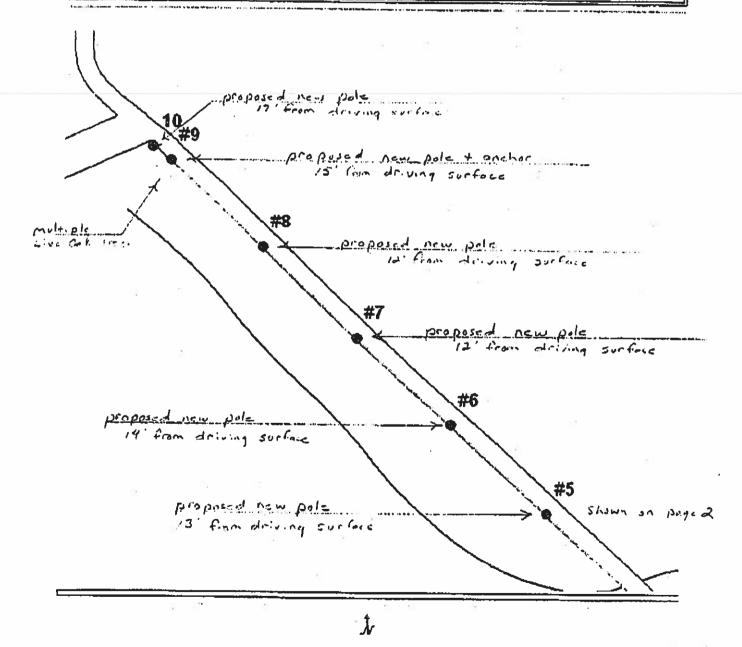
Page Rot 3



Pedernales Electric Cooperative

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Last Modified Time: 6/10/2008 1:35:27 PM



Copyright 1999 Litility Automation Integrators, Inc.

PERMIT NO.: 01996

APPLICATION DATE: 10/17/2008

APPROVED DATE:

11/18/2008

CO. CODE: PECK

Company Name:

PEC, INC.

Type of Utility: ELECTRI

City: KYLE

Department: DISTRICT

ROAD NO.: CR265

ROAD NAME: Francis Harris

NAME George Esqueda

SUBDIVISION:N/A

SEGMENT: 1

TYPE LINE:

Power line

DESCRIPTION:

Power line and poles to be install in right-of-way of Francis Harris . . .

SPECIAL PROVISIONS: Traffic control required; poles to be min 10'

from the edge of pavement, crossings to be

min 15' above the road surface



Notice of Proposed Installation Utility Line on Hays County Right of Way

	Date: 10/17/2008		
TO: The Hays County Road Department c/o Permits and Inspections 2171 Yarrington Rd			
P.O. Box 906 San Marcos, Texas 78667-0906			
Formal notice is hereby given that PEDERNAL	LES ELECTRIC COOPERATIVE		
Company proposes to place a POWER LINE			
line within the right-of-way of FRANCIS HAF	RRISLANE		
as follows: (give location, length, general design, e	etc.)		
NINE POWER POLES WITH 795 AAC IN	RIGHT OF WAY		
If the proposed installation is a parallel installation right-of-way unless otherwise approved by the Cou	, then the installation shall be located two feet within the edge of onty.		
(FICRD), an agency of the Commissioners Court of fimited to the "Federal Clean Water Act", the "Fed-	road right-of-way as directed by the Hays County Road Department f Hays County, in accordance with governing laws, including but not eral Endangered Species Act", and the "Federal Historic Preservation iance with all governing laws, rules, and regulations will be submitted		
Our firm will use Best Management Practices to minstallation, and we will revegetate the project area	inimize erosion and sedimentation resulting from the proposed as indicated under "General Special Provisions".		
Our firm will insure that traffic control measures of Texas Manual of Uniform Traffic Control Devices	omplying with applicable portions of the will be installation.		
The location and description of the proposed line at drawings attached to this notice.	nd appurtenances is more fully shown by complete sets of		
It is expressly understood that Hays County does no upon this road: and it is further understood that Hay provisions of governing laws, by giving thirty (30)	ot purport, hereby, to grant any right, claim, title, or casement in or is County may require the owner to relocate this line, subject to days written notice.		
It is understood and agreed that any damages sustain road construction and/or maintenance, including but roadway excavation and base work shall be the sole	ned to the appurtenances installed under this proposal as a result of t not limited to mowing, ditch cleaning, culvert repair or replacement, burden and expense of the owner.		
Applicant agrees to notify HCRD prior to commencement of any routine of periodic maintenance which requires pruning of trees within the road right-of-way, so that the County may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up.			
arean concrete in training and adjacely indificily likely	ed and adequate provisions must be made to cause minimum ers. In the event the Applicant fails to comply with any or all of the take such action as it deems appropriate to compel compliance.		
Construction of this line will begin on or after the	30 day of November , 2008 .	7	
General Special Provisions:			
By signing below, I certify that I am authorized to re conditions/provisions included in this permit.	epresent the Firm listed below, and that the Firm agrees to the		
irm Kyle	Title ENGINEERING SUPERVISOR		
By (Print) GEORGE ESQUEDA	Address P.O. BOX 100		
ignature bedry band	****		
11/7/28	Phone (888) 554-4732 Ext_7520		

HAYS County Permit 9 pores Hock Order Dumber 489:



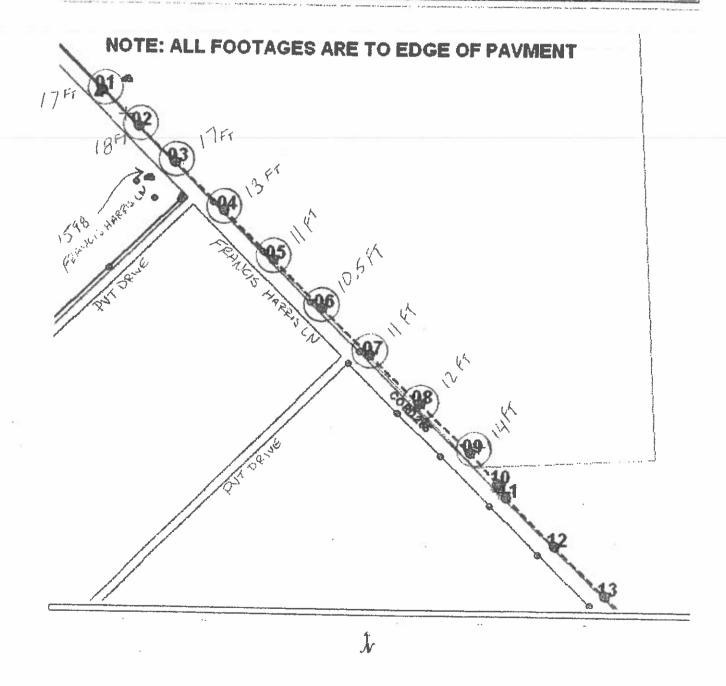
Pedernales Electric Cooperative

File: SM_1_FRANCIS HARRIS RELOC 3

Last Modified By: J_FASEL

Last Modified Time: 10/8/2008

1:42:16 PM



file://D:\UAHOME\PEC\Working\SM_I_FRANCIS HARRIS RELOC 3\html\Map.htm

10/14/2008

PERMIT NO.: 01997

APPLICATION DATE: 10/17/2008

APPROVED DATE:

11/18/2008

CO. CODE: PECK

Company Name:

PEC, INC.

Type of Utility: ELECTRI

City: KYLE

Department: DISTRICT

ROAD NO.: CR265

ROAD NAME: Francis Harris

NAME George Esqueda

SUBDIVISION: N/A

SEGMENT: 1

TYPE LINE:

Power line

DESCRIPTION:

Power line and poles to be install in right-of-way of Francis Harris . . .

SPECIAL PROVISIONS: Traffic control required; poles to be min 10' from the edge of pavement; crossings to be

min 15' above the road surface

Clear

Notice of Proposed Installation Utility Line on Hays County Right of Way

Date: 10/17/2008

TO: The Hays County Road Department c/o Permits and Inspections 2171 Yarrington Rd P.O. Box 906 San Marcos, Texas 78667-0906

San Marcos, Texas 78667-0906	52
Formal notice is hereby given that _PEDERNALES.E	FCTRIC COOPERATIVE
Company proposes to place a POWER LINE	The state of the s
line within the right-of-way of FRANCIS HARRIS L	ANE
as follows: (give location, length, general design, etc.)	The state of the s
THREE PHASE 795 AAC POWER LINE CROS	
	The second secon
If the proposed installation is a parallel installation, then the right-of-way unless otherwise approved by the County.	the installation shall be located two feet within the edge of
limited to the "Federal Clean Water Act", the "Federal End	ght-of-way as directed by the Hays County Road Department County, in accordance with governing laws, including but not langered Species Act", and the "Federal Historic Preservation ith all governing laws, rules, and regulations will be submitted
Our firm will use Best Management Practices to minimize installation, and we will revegetate the project area as indicated in the project area.	erosion and sedimentation resulting from the proposed acted under "General Special Provisions".
Our firm will insure that traffic control measures complyin Texas Manual of Uniform Traffic Control Devices will be	g with applicable portions of the installation.
The location and description of the proposed line and apput drawings attached to this notice.	rlenances is more fully shown bycomplete sets of
It is expressly understood that Hays County does not purpoupon this road; and it is further understood that Hays Count provisions of governing laws, by giving thirty (30) days we	V may require the owner to relevate this line while it was
It is understood and agreed that any damages sustained to the road construction and/or maintenance, including but not lim roadway excavation and base work shall be the sole burden	ne appurtenances installed under this proposal as a result of aited to mowing, ditch cleaning, culvert repair or replacement, and expense of the owner.
Applicant agrees to notify HCRD prior to commencement of frees within the road right-of-way, so that the County main trimming, topping, tree balance, type of cuts, painting cut	of any routine of periodic maintenance which requires pruning y provide specifications for the extent and methods to govern and clean up.
The installation shall not damage any part of the road and acinconveniences to traffic and adjacent property owners. In exequirements as set forth herein, Hays County may take suc	he event the Applicant fails to comply with any mast seas.
Construction of this line will begin on or after the 30	day of November , 2008
General Special Provisions:	The second secon
By signing below, I certify that I am authorized to represent conditions/provisions included in this permit.	the Firm listed below, and that the Firm agrees to the
Firm Kyle	
Burban GEORGE ESQUEDA	Title ENGINEERING SUPERVISOR
Signature Carlo Ex.	Address P.O. BOX 100
0	Phone (888) 554-4732 Ext 7520
17/08	The life

HAYS County Permit 3 PHASE POWER LINE CROSSING ROAD.



Pedernales Electric Cooperative

File: SM_I_FRANCIS HARRIS

RELOC 3

Last Modified By: J_FASEL Last Modified Time: 10/8/2008

1:42:16 PM

POLE 17:18 FIRE IN PRIVATE PROPERTY

PEC LINES WILL BE AT OR ABOVE 22 FT FOR NESC POWER LINE CLEARANCE OVER THE ROAD



11/12/2008 09:00 FAX 512 393 7393

HAYS CO. ROAD DEPT.

→ County Judge

M 002/006

PERMIT NO.: 01994

APPLICATION DATE: 10/29/2008

APPROVED DATE:

11/18/2008

CO. CODE: LCRA

Company Name:

LCRA

Type of Utility: ELECTRII

City: AUSTIN

Department: REAL ESTATE

ROAD NO :: N/A

ROAD NAME: Trail Driver

NAME Kevin Reed

SUBDIVISION : Big Country

SEGMENT: 4

TYPE LINE:

Waterline

DESCRIPTION:

Waterline in right-of-way of Trail Driver

SPECIAL PROVISIONS: Traffic control required; erosion controls required; min 36" in depth; 2' inside of

right-of-way; notify Hays County 24hrs prior to

construction



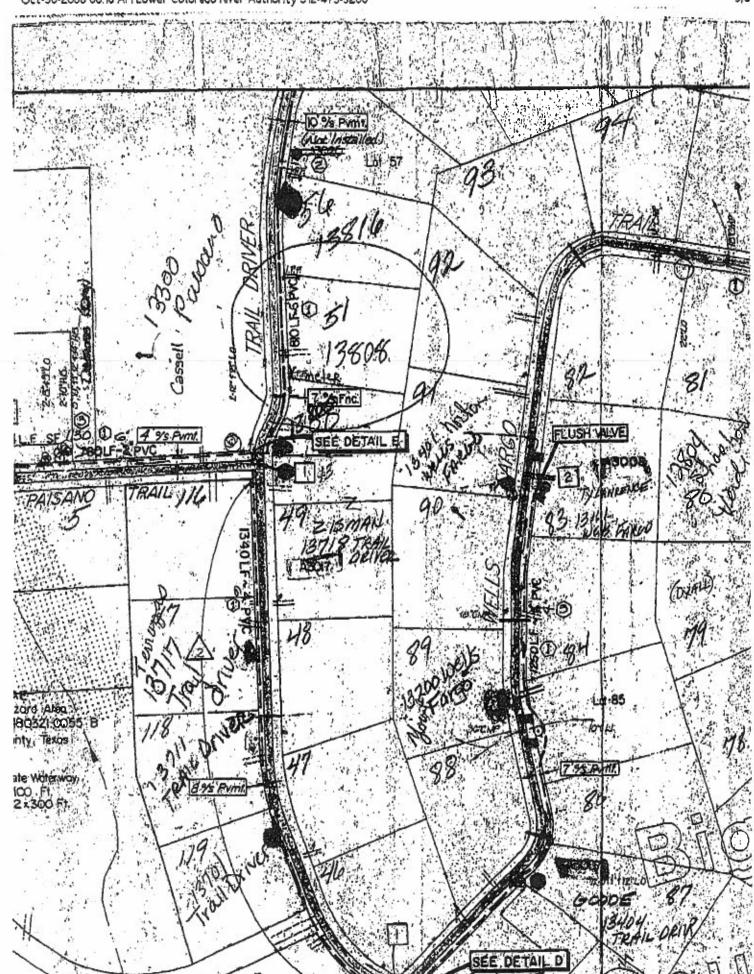


Road and Bridge Department 2171 Yarrington Road P O Box 906 San Marcos, TX 78667-0908 (512) 393-7385

Application for installation

Utility Line on Hays County Right of Way

	(512) 393-7385		Date:	7-08	
as follows: (give lo	ereby given that Lower Gesides to place a new Resides of 13808 7 cation, length, general design, a long that of property along	RAIL DRIVER	neity		
If the proposed insuniess otherwise a	stallation is a parallel installation pproved by the County.	on, then the installation shall	l be located two fe	et within the edge	of right-of-way
agency of the Con Clean Water Act."	nstructed and maintained on the nmissioners Court of Hays Cou the "Federal Endangered Speci ce with all governing laws, r	inty, in accordance with govi ies Act." and the "Federal His	erning laws, includ storic Preservation	iing but not iimited Act." Upon reques	to the "Federa It by the HCRD
Our firm will use B we will revegetate t	iest Management Practices to r the project area as indicated un-	minimize erosion and sedime der "General Special Provisio	entation resulting fons."	rom the proposed i	nstellation, and
Our firm will insure Devices will be inst	that traffic control measures called and maintained during this	complying with applicable por s installation,	tions of the Texas	: Manual of Uniform	Traffic Contro
The location and d attached to this not	escription of the proposed line lice.	and appurtenances is more i	fully shown by	complete s	ets of drawings
road: and it is furth	erstood that Hays County does ner understood that Haya Coun ty (30) days' written notice.	s not purport, hereby, to grainty may require the owner to	nt any right, claim relocate this line,	, title, or easement subject to provision	in or upon this as of governing
construction and/o	nd agreed that any damages s r maintenance, Including but se work shall be the sole burden	not limited to mowing, ditci	ces installed under h cleaning, cuiver	r this proposal as a trepair or replace	a result of road ment, roadway
within the road rig	o notify HCRD prior to comment int-of-way, so that the County ce, type of cuts, painting cuts ar	may provide specifications	eriodic maintenant for the extent and	ce which requires posted methods to gave	oruning of trees are in trimming
traffic and adjacen herein, Hays Count	all not damage any part of the re it property owners. In the eve ty may take such action as it de	nt the Applicant falls to come ems appropriate to compel c	aply with any or a ompliance.	il of the requirement	onveniences to nts as set forti
Construction of this	iline will begin on or after the _	3 Rd day of Novem	ber , 20 01	₹	
General Special Pro	ovisions:				
By signing below, conditions/provision	, I certify that I am authorizes included in this permit.	zed to represent the Firm	listed below, ar	nd that the Firm	agrees to the
Firm LCRA		,	Title	ren Supu.	
By (Print) Kes)	n Reed		Address/	2015 FM &	7244
Signature <u>K</u>	in Read			Austin TX	78738
	_		Phone	10-397-670	à 8'
lood		County Road & Bridge Depart	I	11/7/08	
	Signature	<u>Title</u>	•	/Date	to the



Nov 12 2008 4:54PM HP LASERJET FAX р, 3

11/12/2008 10:47 FAX 512 393 7393

HAYS CO. ROAD DEPT.

→ Comm Pct 2

@002/008

PERMIT NO.: 01993

APPLICATION DATE:8/22/2008

APPROVED DATE:

11/18/200B

CO. CODE: TXGAS

Company Name:

TEXAS GAS SERVICE

Type of Utility: GAS

City: AUSTIN

Department: ENGINEERING

ROAD NO.: CR105

ROAD NAME: Turnersville Road

NAME Gary Santana

SUBDIVISION:N/A

SEGMENT: 2

TYPE LINE:

Gas Line

DESCRIPTION:

Gas line Installed in right-of-way of Turnsville

Rd. (CR 105) . . .

SPECIAL PROVISIONS: Traffic controls required; erosion controls required, min 36" in depth; 95% compaction

on trench backfill; 2' inside right-of-way only; preconstruction meeting required

BLUE-PRINTS ON FILE

11/12/2008 10:47 FAX 512 393 7393

HAYS CO. ROAD DEPT.

- Comm Pct 2

@1003/008



Road and Bridge Department 2171 Yarrington Road P O Box 906 San Marcos, TX 78667-0908 (512) 393-7385

Application for Installation

Utility Line on Hays County Right of Way

	(512) 393-7385		land day are
			22/2000
Formal notice is I	hereby given that 16×45	GAS SERVICE	
Company propos	ht-of way of CR (05	MEIN	
	location, length, general design, etc	c.)	
unless otherwise	approved by the County.	n, then the installation shall be located two	
agency of the Ci	ommissioners Court of Hays Court * the "Federal Endangered Specie	road right-of-way as directed by the Hays C hty, in accordence with governing laws, inc es Act," and the "Federal Historic Preservations, and regulations will be submitted to	Juding but not limited to the "Federsi on Act." Upon request by the HCRD,
we will reva getat	e the project area as indicated und		
	ire that traffic control measures constalled and maintained during this	emplying with applicable portions of the Text installation.	cas Manual of Uniform Traffic Control
The location and attached to this n	description of the proposed line a office.	ind appurtenances is more fully shown by _	complete sets of drawings
road: and It is fu	nderstood that Hays County does other understood that Hays County inty (30) days' written notice.	not purport, hereby, to grant any right, clar y may require the owner to relocate this lih	ilm, title, or easement in or upon this ne, subject to provisions of governing
construction and	and egreed that any damages su lifor maintenance, including but n lass work shall be the sole burden	asteined to the appurtenances inetalled undoor limited to mowing, ditch cleaning, cult and expense of the owner.	der this proposal as a result of road wert repair or replacement, roadway
within the road I	to notify HCRD prior to comment right-of-way, so that the County rance, type of cuts, painting cuts and	cement of any routine of periodic maintent may provide specifications for the extent of diclean up.	ance which requires pruning of trees and methods to govern in trimming.
traffic and adjace	ent property owners. In the even	ad and adequate provisions must be made it the Applicant falls to comply with any or ima appropriate to compel compliance.	r all of the requirements as set forth
	• •	10 th day of SEPT 20	BLUELPRINTS
General Special I		the day of the terms of the ter	OHILL
Qanalai Sheriat i	F (QV B Q) 13.		HCRO
By signing belo conditions/provisi	w, I certify that I am authorize ions included in this permit.	ed to represent the Firm listed below.	and that the Firm agrees to the
Firm Texas	CHARLES COAR)	Title <u>#</u>	VG. MANAGER.
By (Print) (JAP	Y SANTANA, GIT	Address _	5613 Avenue F
Signature.	LERE FOR 6. SANT	THATA	AUSTIN, 7% 78751
	<u>^</u>		6/2-465-1108
	Approved by Hava C	ounty Road & Bridge Department	A CONTRACTOR OF THE PARTY OF TH
_1	V (1000	11/-108

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Nov 12 2008 4:54PM HP LASERJET FAX p.5

11/12/2006 10:48 FAX 512 393 7383

HAYS CO. ROAD DEPT.

+ Comm Pct 2

@ 004/00E

PERMIT NO. : 01995

APPLICATION DATE: 10/16/2008

APPROVED DATE:

11/18/2008

CO. CODE: PECK

Company Name:

PEC, INC.

Type of Utility: ELECTRI

City: KYLE

Department: DISTRICT

ROAD NO.: CR122

ROAD NAME : Bebee Road

NAME George Esqueda

SUBDIVISION: N/A

SEGMENT: 2

TYPE LINE:

Power line

DESCRIPTION:

Power line and poles to be in right-of-way of

Bebee Road

SPECIAL PROVISIONS: Traffic control required; poles to be min 10'

from the edge of pevernent; crossings to be

min 15' above the road surface . . .

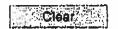


11/12/2008 10:48 FAX 512 893 7893

HAYS CO. ROAD DEPT.

→ Comm Pct 2

₫005/008



Notice of Proposed Installation Utility Line on Hays County Right of Way

		Dato: 10/18/2008	
ro:	The Hays County Road Department		
	2171 Yarrington Rd		
	P.O. Box 906		
	Sun Murcus, Texas 78667-0906		
Form	nal notice is hereby given that "Redernales Electric Coo	peralive Inc. (PEC)	
	nany proposes to place » <u>overhead electric distribution</u>		
line	within the right-of-way of CR 122 (Bebee Road)		
as fo	llows: (give location, longith, general design, etc.)		
Sea	attached	· Whether a manufacture and the second	
	manuscripus, accessors on an expensive state to the contraction of the second section of the second section of	CANANA AT 1917-2004 - Madestally and the rest of the contraction of the second of the	
if the right	e processed installation is a parallel installation, then the installation and the installation of the county.	liation shall be located two feet within the edge of	
(HCI limit Act".	tine will be constructed and maintained on the read right-of-v RD), an agency of the Commissioners Court of Flays County, ed to the "Federal Clean Water Act", the "Federal Endangers . Upon request by the HCRD, proof of compliance with all g CRD before commencement of construction.	in accordance with governing laws, including but not dispectes Act", and the "Pederal Historic Preservation	
	tirm will use thest Management Practices to minimize crossor Ration, and we will revegetate the project area as indicated to		
	firm will insure that traffic control measures complying with a Manual of Uniform Traffic Control Devices will be insulted.		
	ocation and description of the proposed line and appurtenancings attached to this notice.	on is more fully shown by 3 complete sets of	
apqu	expressly understood that Hays County does not purport, here this road: and it is further understand that Hays County may islans of governing laws, by giving thirty (30) days written in	regulars the owner to relocate this line, subject to	
rond	miterstood and agreed that may damages sustained to the applicant tension under maintenance, including but not limited to way excavation and base work shall be the sole burden and a	mowing, ditch claiming, culvert repair or replacement,	
of Inc	icant agrees to notify HCRD prior to commencement of any ics within the read right-of-way, so that the County may prov numing, topping, tree bullance, type of outs, painting outs and	ride specifications for the extent and methods to govern	N)
incor	nataliation shalf not damage any part of the road and adequat iveniences to unific and adjacent property owners. In the eve rements as set forth herein, Hays County may take such actin	ont the Applicant fells to comply with any or all of the	
Cons	nuction of this line will begin on or after the 17 day o	November , 2008	
Oene	gal Special Provisions:	•	
	gning below, I certify that I am authorized to represent the Fitions/provisions included in this permit.	inn fisied below, and that the Firm agrees to the	
Firen	Pedernales Electric Cooperative inc. Title	District Engineering Supervisor	- 285
By (F		289 P. O. Box 100	
Signa		Kyle, TX 78640	
- 1,		ne (512) 262-2161 Ext	
- 1	11/7/28		
82154	- Jadel Herman		PROTESTOR

11/12/2008 10:49 FAX 512 393 7393

HAYS CO. ROAD DEPT.

- Comm Pct 2

800/800

Pedernales Electric Cooperative Inc. Proposed Overhead Power Line Installation IH 35 ROW - FM1626 to Amberwoods South WO#48438

Pederuales Electric Cooperative Inc. (PEC) proposes to build a three phase overhead electric distribution line along the east ROW of IH 35 in Hays County; beginning at an existing steel pole next to a TXDot monument north of FM 1626 (GPS N 30° 00' 95.4" W097° 51' 47.0") and continuing north along the ROW approximately 5,530' to just south of Amberwoods South. The line will be constructed in two separate projects; W0#48438 and W0#49454. The beginning point is at the current location of an existing PEC overhead distribution line that crosses the IH35 ROW from west to east. The proposed line will provide electric service to a proposed subdivision named "The Settlement".

All poles and anchors for this project will be located in TXDot ROW. However, the new conductor for this project will cross over County Road 122 (aka Bebee Road) at the IH 35 east access road, between pole #14 and pole #15 of WO#48438.

11/12/2008 10:48 FAX 512 398 7393

HAYS CO. ROAD DEPT.

Common Pct 2

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Pedernales Electric Cooperative

Page 1 of 2

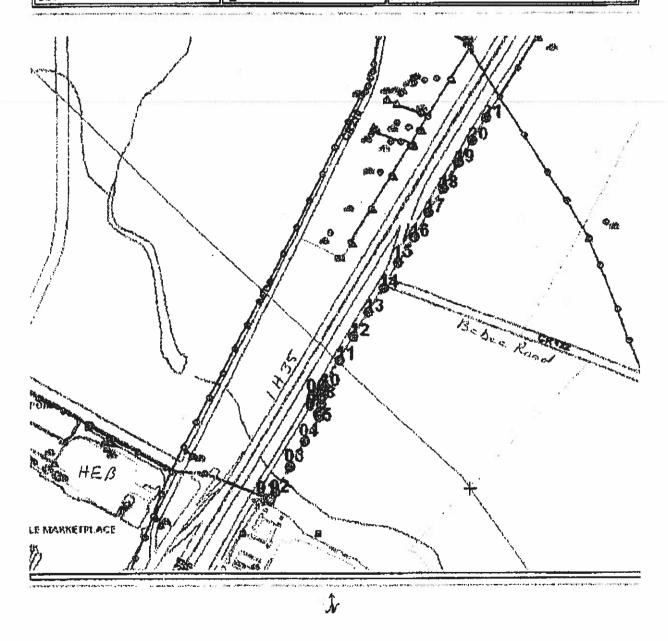


Pedernales Electric Cooperative

File: KY_LSETTLEMENT

Last Modified By: J_FASEL Last Modified Time: 10/6/2008 4:05:19

PM



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10/16/2008

11/12/2008 10:48 FAX 512 393 7393

HAYS CO. ROAD DEPT.

· Comm Pct 2

@008/008

Pedernales Electric Cooperative

Page 1 of 2

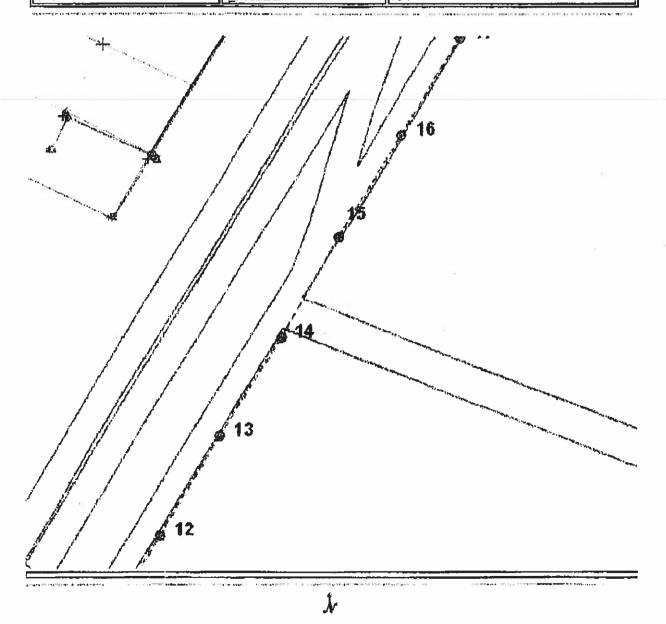


Pedernales Electric Cooperative

File: KY_I_SETTLEMENT

Last Modified By: I_FASEL Last Modified Time: 10/6/2008 4:05:19

IIPM



file://D:\UAHOME\PEC\Working\KY_I_SETTLEMENT OH\html\Map.htm

10/16/2008

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: Approve the "Medicare Enrollment Application - Reassignment of Medicare Benefits" which allows payments for services provided by the Certified Nurse Midwife of the Hays County Personal Health Department to be paid to the County of Hays.
CHECK ONE: X CONSENT ACTION EXECUTIVE SESSION
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION
PREFERRED MEETING DATE REQUESTED: November 18, 2008
AMOUNT REQUIRED: N/A
LINE ITEM NUMBER OF FUNDS REQUIRED: N/A
REQUESTED BY: Priscilla Hargraves
SPONSORED BY: Judge Sumter
SUMMARY:
The Certified Nurse Midwife (CNM) provides services to some clients who are eligible for
Medicare. Medicare reimbursements are usually paid directly to the practitioner. This
application allows payment for services to be sent to the County of Hays rather than the CNM.



MEDICARE ENROLLMENT APPLICATION

REASSIGNMENT OF MEDICARE BENEFITS

CMS-855R

SEE PAGE 1 FOR INFORMATION ON WHERE TO MAIL THIS APPLICATION.



GENERAL INFORMATION

Complete this application if you are reassigning your right to bill the Medicare program and receive Medicare payments, or are terminating a reassignment of benefits. Reassigning your Medicare benefits allows an eligible supplier to submit claims and receive payment for Medicare Part B services that you have provided. Such an eligible supplier may be an individual, a group practice or other organization.

Both the individual practitioner and the eligible supplier must be currently enrolled (or concurrently enrolling via submission of the CMS-855B for the eligible supplier and the CMS-855I for the practitioner) in the Medicare program before the reassignment can take effect. Generally, this application is completed by a supplier, signed by the individual practitioner, and submitted by the supplier. When terminating a current reassignment, either the supplier or the individual practitioner may submit this application with the appropriate sections completed.

The individual or authorized/delegated official, by his/her signature, agrees to notify the Medicare fee-for-service contractor of any future changes to the reassignment in accordance with 42 C.F.R. 424.520(b).

NOTE: An individual will not need to reassign benefits to a corporation, limited liability company, professional association, etc., of which he/she is the sole owner. See the CMS-855I Application for Physicians and Non-Physician Practitioners for more information.

INSTRUCTIONS FOR COMPLETING AND SUBMITTING THIS APPLICATION

- Type or print all information so that it is legible. Do not use pencil.
- Sign and date the certification statement.
- Keep a copy of your completed Medicare enrollment package for your own records and for updating your information.
- Send the completed application with original signatures and all required documentation to your designated Medicare fee-for-service contractor.

ADDITIONAL INFORMATION

The information you provide on this form will not be shared. It is considered to be protected under 5 U.S.C. Section 552(b)(4) and/or (b)(6), respectively. For more information, see the Privacy Act Statement located at the end of this application.

For additional information regarding the Medicare enrollment process, visit www.cms.hhs.gov/MedicareProviderSupEnroll.

The NPI is the standard unique health identifier for health care providers and is assigned by the National Plan and Provider Enumeration System (NPPES). As a Medicare health supplier, you must obtain an NPI prior to enrolling in Medicare or before submitting a change to your existing Medicare enrollment information. Applying for the NPI is a process separate from Medicare enrollment. To obtain an NPI, you may apply online at https://NPPES.cms.hhs.gov. For more information regarding NPI enumeration, visit www.cms.hhs.gov/NationalProvIdentStand.

The Medicare Identification Number is a generic term for any number, other than the NPI, that is used to identify a Medicare supplier.

MAIL YOUR APPLICATION

The Medicare fee-for-service contractor that services your State is responsible for processing your enrollment application. If you do not know who your fee-for-service contractor is, you can locate it on the CMS web site at www.cms.hhs.gov/MedicareProviderSupEnroll.

SECTION 1: BASIC INFORMATION

Complete this application when any of the following occur:

ADDING A NEW REASSIGNMENT

If you are:

- Enrolling for the first time in the Medicare program (and have completed the CMS-855I), and are reassigning your benefits to an eligible supplier.
- Currently enrolled in the Medicare program and are reassigning your benefits to an eligible supplier.

NOTE: The supplier must be enrolled or currently enrolling in Medicare (submitting the CMS-855B) before the reassignment can take effect.

TERMINATING A CURRENT REASSIGNMENT

If you are an:

- Individual practitioner who is terminating a reassignment of benefits to the supplier identified in Section 2. No reassigned claims will be paid to the supplier for services rendered by the practitioner after the effective date of deletion.
- Organization that is terminating a reassignment of benefits from the individual practitioner identified in Section 3. No reassigned claims will be paid to the supplier for services rendered by the practitioner after the effective date of deletion.

NOTE: When adding a reassignment, Section 4A must be completed by the individual practitioner and Section 4B must be completed by an authorized or delegated official of the supplier. (If the supplier is an individual, that person must sign Section 4B.) When terminating a reassignment, either Section 4A must be completed by the individual practitioner or Section 4B must be completed by an authorized or delegated official of the supplier.

SECTION 1: BASIC INFORMATION

ALL APPLICANTS MUST COMPLETE THIS SECTION

Check the applicable box and com	plete the required sections	
REASON FOR APPLICATION	PROVIDE INFORMATION	REQUIRED SECTIONS
You are enrolling or are currently enrolled in Medicare and will be reassigning your benefits to this supplier for the first time	Effective Date (mm/dd/yyyy):	Complete all sections
☐ You are an individual practitioner terminating a reassignment	Effective Date (mm/dd/yyyy):	Sections 1, 2, 3, and 4A
☐ You are an organization terminating a reassignment	Effective Date (mm/dd/yyyy):	Sections 1, 2, 3, and 4B

SECTION 5: FOR FUT	URE USE (T	his Section	Not Applicable)		
SECTION 6: FOR FUT	URE USE (T	his Section	Not Applicable)		
SECTION 7: CONTAC	T PERSON			16	
This section captures informapplication.	nation regardir	ng the perso	n you would like	e for us to	contact regarding this
First Name Priscilla	Middle Initial	Last Name	Hargrave	<u></u>	Jr., Sr., etc. M.D., D.O., etc.
Address Line 1 (Street Name and Nu	mber) OAdwar	\	0		
Address Line 2 (Suite, Room, etc.))	<u> </u>				
City/Town San Mar	LCOS		State —	×	Zip Code +4 78666
Telephone 512-393-3			Email Addre	ess (if available havgra	
Fax number (optional) $5(3-393-$	5530				

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0685. The time required to complete this information collection is estimated to average 15 minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Baltimore, Maryland 21244-1850.

DO NOT MAIL APPLICATIONS TO THIS ADDRESS. Mailing your application to this address will significantly delay application processing.

MEDICARE SUPPLIER ENROLLMENT APPLICATION PRIVACY ACT STATEMENT

The Centers for Medicare and Medicaid Services (CMS) is authorized to collect the information requested on this form by sections 1124(a)(1), 1124A(a)(3), 1128, 1814, 1815, 1833(e), and 1842(r) of the Social Security Act [42 U.S.C. §§ 1320a-3(a)(1), 1320a-7, 1395f, 1395g, 1395(l)(e), and 1395u(r)] and section 31001(1) of the Debt Collection Improvement Act [31 U.S.C. § 7701(c)].

The purpose of collecting this information is to determine or verify the eligibility of individuals and organizations to enroll in the Medicare program as suppliers of goods and services to Medicare beneficiaries and to assist in the administration of the Medicare program. This information will also be used to ensure that no payments will be made to providers who are excluded from participation in the Medicare program. All information on this form is required, with the exception of those sections marked as "optional" on the form. Without this information, the ability to make payments will be delayed or denied.

The information collected will be entered into the Provider Enrollment, Chain and Ownership System (PECOS) and system number 09-70-0525 titled Unique Physician/Practitioner Identification Number (UPIN) System (published in Vol. 61 of the Federal Register at page 20,528 (May 7, 1996)). The information in this application will be disclosed according to the routine uses described below.

Information from these systems may be disclosed under specific circumstances to:

- 1. CMS contractors to carry out Medicare functions, collating or analyzing data, or to detect fraud or abuse;
- 2. A congressional office from the record of an individual health care provider in response to an inquiry from the congressional office at the written request of that individual health care practitioner;
- 3. The Railroad Retirement Board to administer provisions of the Railroad Retirement or Social Security Acts;
- 4. Peer Review Organizations in connection with the review of claims, or in connection with studies or other review activities, conducted pursuant to Part B of Title XVIII of the Social Security Act;
- 5. To the Department of Justice or an adjudicative body when the agency, an agency employee, or the United States Government is a party to litigation and the use of the information is compatible with the purpose for which the agency collected the information:
- 6. To the Department of Justice for investigating and prosecuting violations of the Social Security Act, to which criminal penalties are attached;
- 7. To the American Medical Association (AMA), for the purpose of attempting to identify medical doctors when the Unique Physician Identification Number Registry is unable to establish identity after matching contractor submitted data to the data extract provided by the AMA;
- 8. An individual or organization for a research, evaluation, or epidemiological project related to the prevention of disease or disability, or to the restoration or maintenance of health;
- 9. Other Federal agencies that administer a Federal health care benefit program to enumerate/enroll providers of medical services or to detect fraud or abuse;
- 10. State Licensing Boards for review of unethical practices or non-professional conduct;
- 11. States for the purpose of administration of health care programs; and/or
- 12. Insurance companies, self insurers, health maintenance organizations, multiple employer trusts, and other health care groups providing health care claims processing, when a link to Medicare or Medicaid claims is established, and data are used solely to process supplier's health care claims.

The enrolling supplier should be aware that the Computer Matching and Privacy Protection Act of 1988 (P.L. 100-503) amended the Privacy Act, 5 U.S.C. § 552a, to permit the government to verify information through computer matching.

Protection of Proprietary Information

Privileged or confidential commercial or financial information collected in this form is protected from public disclosure by Federal law 5 U.S.C. § 552(b)(4) and Executive Order 12600.

Protection of Confidential Commercial and/or Sensitive Personal Information

If any information within this application (or attachments thereto) constitutes a trade secret or privileged or confidential information (as such terms are interpreted under the Freedom of Information Act and applicable case law), or is of a highly sensitive personal nature such that disclosure would constitute a clearly unwarranted invasion of the personal privacy of one or more persons, then such information will be protected from release by CMS under 5 U.S.C. §§ 552(b)(4) and/or (b)(6), respectively.

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

Request forms are due in the County Judge's Office

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

AGENDA ITEM: A	Approve award to n	nultiple vendors for Bi	d #2009-B01 Road Building
CHECK ONE:	X□ CONSENT [ACTION EXEC	CUTIVE SESSION
	□ WORKSHOP	☐ PROCLAMATION	☐ PRESENTATION
PREFERRED ME	ETING DATE REQUI	ESTED: November 18, 20	08
AMOUNT REQUI	RED:		
LINE ITEM NUM	BER OF FUNDS REQ	UIRED:	
REQUESTED BY:	Herzog/Maiorka/Bor	cherding	
SPONSORED BY:			
SUMMARY: see at	tached tabulation shee	et	

			,	_							
FM 2770 Buda	7		14701 H 35 Buda.		247 II N Clalles	1,000	• •	FM1102 Comal	מדי		PIT LOCATIONS
no bid	no bid		3	+	no bid	6.50	40	8.95	49	Yard	Manutactured Sand
no bid	no bid		no bid	\vdash	no bid	_	┿	no bid	┿	Cubic Yard	TO JOUR JO ROCK
no bid	no bid		no bid	╀	no bid			no bid	+	Cupic raru	100 0000 0/0 NOCK
no bid	no bid		no pid	+	מטטמ		, (1000	+	Cubic Vard	1 2500 5/8" Dock
	01.00		10 504	+	5 5 5 5			Po bid	7	Cultic Yarr	PSI 3500 1 1/4" Rock
B Bi	84 50	•	no hid	\dashv	no bid		6	no bid	7	Cubic Yard	PSI 3000 3/8" Rock
no bid	no bid		no bid	\dashv	no bid	58.00	49	no bid		Cubic Yard	PSI 3000 5/8" Rock
no bid	74.50	49	no bid		no bid	58.00	50	no bid	F	Cubic Yard	PSI 3000 1 1/4" Rock
no bid	88.50	49	no bid	⊢	no bid		49	no bid	F	Cubic Yard	PSI 2500 3/8" Rock
no bid	no bid		no bid	-	no bid		45	no bid	H	Cubic Yard	PSI 2500 5/8" Rock
no bid	72.50	49	no bid	Н	no bid		69	no bid	干	Cubic Yard	PSI 2500 1 1/4" Rock
										STRUCTURES	[추
62.50	no bid \$		\$ 63.00	<u> </u>	no bid	no bid	۳	63.75	49	Ton	
52.50	no bid		63.	-	no bid	no bid	5		49	Ton	Type D
										aterials)	ASPHALT(patching materials)
										LD LAID	ITEM 334 HOT-MIX/COLD LAID
52.50	no bid 💲		\$ 63.50	<u> </u>	no bid	no bid	-	56.00	69	Ton	Type D
										ENT	CONCRETE PAVEMENT
	;									HALTIC	ITEM 340 HOT MIX ASPHALTIC
no bid	no bid		no bid	-	no bid	no bid	\vdash	no bid	┝	Ton	Type PA GR 5
no bid	no bid		no bid		no bid	no bid	0	33.00	49	Ton	Type PA GR 4
									\vdash	TREATMENT	JRFACE
									•••	AGGREGATE	TED
no bid	no bid		no bid	-	no bid	no bid	H	no bid	-	Ton	PEA GRAVEL
no bid	no bid		\$ 9.75		\$ 9.00	\$ 10.00	\vdash	10.00	68	Ton	3 X 5 Rock
no bíd	no bid		no bid		no bid	\$ 9.20	\vdash		49	Ton	Type A Grade 5
no bid	no bid		no bid		no bid		_	11.50	49	Ton	Type A Grade 4
no bid	no bíd		no bid		no bid	\$ 9.80			49	Ton	pe A Grade 3
											TREATMENT
								-	Ш	R SURFACE	ITEM 302 AGGREGATE FOR
no bid	no bid		no bid	Н	no bid	no bid		no bid		Ton	Portland Cement Bulk
no bid	no bid		по bid	\dashv	no bid	no bid		no bid	-	Ton	Chemical Oxide Crushed
no bid	no bid		no bid	-	no bid	no bīd	-	no bid	_	Ton	Chemical Oxide Pebble
											LIME
no bid	no bid		4.	\vdash	\$ 5.00	no bid		no bid		Ton	Crusher Fines 3/4" to Dust
no bid	no bid		\$ 6.50	_	no bid		\dashv	4.35	\$	Ton	Type A Grade 3
no bid	no bid		6.		\$ 4.50	\$ 4.50	\dashv	4.50	49	Ton	D
no bid	no bid		\$ 6.75		no bid	\$ 4.80	\dashv	5.25	49	Ton	
										BASE	ITEM 247 FLEXIBLE
					FOB Plant			,		Unit of Measure	Type of Materials
	Concrete	C	Asphalt			LLC	<u> </u>	Materials		_	
TO THE PARTY OF TH	TOX TOX	_	Illucation	_	CINIDIDIA OVI	Oction Value	_	COLOTOR			

Additional charges or deviations:

Tex Mix Concrete: \$5.00 per load environmental fee/short load fee of \$85.00 on loads of less than 5 yards

Centex Materials: Environmental fee \$5.00/load and Fuel surcharge \$14.25/load

County

Buda TX

Mill Rd

TX 78610

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

AGENDA ITEM: (Since there is nothing unusual or controversial about this Commercial visiti permit application, it is recommended that it be placed on the Consent Agenda)

Action to Authorize Commercial OSSF Permit for Beth Adams for an Automotive Repair Shop located at 18161 FM 150 West, Driftwood, in Precinct 4.

CIRCLE ONE ACTION ITEM

Subdivision

Road

Staff Recommendation

PREFERRED MEETING DATE REQUESTED: November 18, 2008

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Bob Pratt, R.S., Resource Protection, Transportation & Planning.

SPONSORED BY: Commissioner Ford, Precinct 4

SUMMARY: Beth Adams is proposing an OSSF to serve an Automotive Repair Shop at 18161 FM 150 West, Driftwood, TX 78719, Driftwood Acres, Lot 1 in Precinct 4. The property is 3.885 acres. It is an Aerobic Treatment Unit utilizing surface application that was designed by Dave McGhee, R.S. The On Site Sewage Facility is designed for a maximum wastewater flow of 120 gpd. The water supply is rainwater collection.

STAFF REVIEW/COMMENTS

Resource Protection, Transportation & Planning Director: Recommend approval.

ROAD DIRECTOR: NA

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

Page 1 11/7/2008

SITE PROFILE

TYPE OF PERMIT:	OSSF permit			Commercial		
PROPERTY ADDRESS:	18161 FM 150 V	VEST, DRIFTWOOD TX 7	'8619			
NAME OF OWNER:	BETH ADAMS					
MAILING ADDRESS:	18161 FM 150 WE	EST DRIFTWOOD TX 7861	9			
	(512) 894-0110	Cell:				
Home Phone:	(512) 858-5333	Fax:	n Britan Lateral en europen Belle Later Later Later en en en en la en later en la en la company de la company	, aposto a centrinte toto toto metrocho a na mitato estrato en est	card politicalistical energy political release contri	Nacharia (+ Status (aukument 1. milia
Septic Type:	Commercial R	eason: New	3000 Sq Ft 3	Employees	Househo Bathroo	
Purchased:	6/25/2008	Revision: 10/22/2008	License Da	ite:	Kitche	
Plans:	6/15/2008 F	inal Inspection:	Print	ed:	Field: 39	
Authorization:		Approved By:			Installed:	
Other Information:	Rainwater Collection	n City limits	Public Sewer	ETJ		
Public Water	Well potus accessor accessor and as a choice second	Water saving fixtures	Public Water	Recharge zone	Meter / Timer R	equired
WaterSupply Company:					HAYS COU	NTY
Record Set:		Volume:	Page:		Precinct/Zone:	
Lot/Tract:		Block:	Lot size: 3.885		Grid/Section:	
Abstract Number:	(7)	avit File Date:	Survey:			
Subdivision:	DRIFTWOOD ACR	ES Mangamentaria de porto de transferio	re concert transmission consequent	Reference:	with the Colonia of t	enggarage and com-
Evaluator's Information:	Site Evaluator: 1	McGHEE, DAVE	Type of soil: 4	Soil Date:	5/14/2008	120 GPD
System Information:		מר האומים מרומע איני אני בער איני מוני איני ומידי ומידי אוני איני מוני איני איני מידי אוני איני איני איני איני	Unaccidador en tratacidad en en en en	Nacionalist Prima are 2010 a large	ELEPTICA DE PROPERTO DE SE ENTRE	
Manufacturer: AQUA	KLEAR	0	istributor:			
Designer: McGH	EE, DAVE		Installer: GIESELM	AN, DANNY		
Treatment Type: Aerob	ic	Disinfectant: Liqu	id Chlorine	Floo	d Plain Informati	on:
Disposal: Surface	e Application	•			in Status:	
	/ Model	Serial Number	Date	Flood P	lain Date:	
System: AquaKlear				Flood Plain	Certificate:	
Aerator:				Flood Plain	Complete:	
Discharge:				Expira	tion Date:	
Service and Maintenanc Service Provider:	e Information	Routine Maintenance	Active Service	☐ Electonic M	onitoring	THE STATE OF THE S
Date Maintenance Contra	act Started:			Insp./year: 3		
Date Maintenance Contra	ct Expires:					
Location of System:	GPS Latitude:	N GF	S Longitude: W		Map Code:	

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

Request forms are due in the County Judge's Office

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

AGENDA ITEM: 30 TH , 2008.	Approve canceling Commissioners Court meeting December	er 2 ND and
CHECK ONE:	X □ CONSENT □ ACTION □ EXECUTIVE SESSION	
	■ WORKSHOP □ PROCLAMATION □ PRESENTA	TION
PREFERRED ME	EETING DATE REQUESTED: November 18, 2008	
AMOUNT REQU	IRED:	
LINE ITEM NUM	IBER OF FUNDS REQUIRED:	
REQUESTED BY	•	
SPONSORED BY	: SUMTER	4
SUMMARY: Thi	s court date is following the Thanksgiving Holiday. The days off of t	he previous
week are Wednesd	lay, Thursday and Friday.	

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

	Accept donation and amend the budg			Dripping Springs Cookoff
CHECK ONE:	X CONSENT	ACTION	EXECUTIV	E SESSION
	□ WORKSHOP	☐ PR	OCLAMATION	☐ PRESENTATION
PREFERRED MI	EETING DATE REQ	UESTED: 1	November 18, 2008	3
AMOUNT REQU	IRED: N/A			
LINE ITEM NUM	MBER OF FUNDS R	EQUIRED:	N/A	
3	: Auditor's Office			
SPONSORED BY	: Sumter			
SUMMARY: The Project Fund (28-4		l in the cri	ne prevention pro	ogram in the Sheriff's Special

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

Request forms are due in the County Judge's Office

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

AGENDA ITEM: Replacement of Broken Laptop Computer
CHECK ONE: X CONSENT ACTION EXECUTIVE SESSION
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION
PREFERRED MEETING DATE REQUESTED: November 18, 2008
AMOUNT REQUIRED: \$850.00
LINE ITEM NUMBER OF FUNDS REQUIRED: 403-5712
REQUESTED BY: Susan Schramm, Extension Office
SPONSORED BY:
SUMMARY: Replace broken laptop computer through Texas A&M Cost Share Program.

Agenda Item Routing Form

DESCRIPTION OF Item: Replacement of Laptop Computer
PREFERRED MEETING DATE REQUESTED: November 18, 2008
COUNTY AUDITOR
Typically Requires 1 Business Day Review
AMOUNT AND FUND LINE ITEM NUMBER \$850.00 403-5712
COUNTY PURCHASING GUIDELINES FOLLOWED: Yes
PAYMENT TERMS ACCEPTABLE: Yes
COMMENTS: Will require a budget amendment
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

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

AGENDA ITEM:	Approve Budget A	Amendment 09-01 for Ge	neral Fund.
CHECK ONE:	CONSENT X	ACTION EXECU	TIVE SESSION
	□ WORKSHOP	☐ PROCLAMATION	N PRESENTATION
PREFERRED ME	ETING DATE REC	UESTED: November 18, 2	2008
AMOUNT REQUI	RED: N/A		
LINE ITEM NUM	BER OF FUNDS R	EQUIRED: As attached.	
REQUESTED BY:	: Auditor's Office	18#	
SPONSORED BY:	Sumter	/	
SUMMARY: Budg	get amendment atta	ched.	

AMENDMENT NO. 09-01 FY 2009 BUDGET 11/18/2008

FUND NO. <u>01</u> FUND TITLE: <u>GENERAL</u>

	Appropriation before	Amendment		Appropriation as	
Line Item - Expenditures	Amendment	Increases	Decreases	Amended	
EXTENSION OFFICE (403): 01-403-5712 Data Proc Eqpt 01-403-5217 Fuel	1,600 4,150	460	(460)		2,060 3,690

Transfer for part of cost replacement hard drive (shared cost with Texas Extension Svc) from fuel savings as agent off for 1.5 months.

AMENDMENT NO. 09 01 FY 2009 BUDGET LOCAL GOV'T CODE 111.010(D) 11/12/08

ORDER AMENDING THE COUNTY OF HAYS BUDGET FOR FY ENDING SEPTEMBER 30, 2009

THE STATE OF TEXAS COUNTY OF HAYS

WHEREAS, on the 18th day of November, A.D., 2008, the Commissioners' Court of Hays County, Texas

has determined that a need exists for the reallocation of certain appropriations included in the FY 2008 Budget in accordance with the attached list which is hereby made a part hereof. It was also determined and agreed that the need was of such a nature as to justify and require amendment of the Budget, as provided in Section 111.010(D), Local Government Code.

NOW, THEREFORE, the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, pursuant to the authority granted to it under Section 111.010(D), Local Government Code, ORDERS that the pertinent parts of the County of Hays Budget for the Fiscal Year ending September 30, 2009 be and they are hereby amended as indicated on the attached list.

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

Passed by the COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, this 18th day of November, 2008.

FOR AGAINST ABSTAIN	()	ELIZABETH 'LIZ' SUMTER COUNTY JUDGE, HAYS COUNTY, TEXAS
FOR AGAINST ABSTAIN	()	DEBBIE GONZALES - INGALSBE COMMISSIONER, PRECINCT 1
FOR AGAINST ABSTAIN	()	JEFF BARTON COMMISSIONER, PRECINCT 2
FOR AGAINST ABSTAIN	()	WILL CONLEY COMMISSIONER, PRECINCT 3
FOR AGAINST ABSTAIN	()	KAREN FORD COMMISSIONER, PRECINCT 4
ATTEST:		LINDA C. FRITSCHE COUNTY CLERK, 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 authorize the County Judge to execute an Agreement with the City of Buda for library services at the Basil Anthony Moreau Memorial Library.

TYPE OF ITEM: Action

PREFERRED MEETING DATE REQUESTED: November 18, 2008

AMOUNT REQUIRED: \$29,586

LINE ITEM NUMBER OF FUNDS REQUIRED: 01-407-5811

REQUESTED BY: BARTON

SPONSORED BY: BARTON

SUMMARY: Hays County executes annual contracts or library services with several libraries within the County. Normally, these contracts are executed as Consent Items as they come up for renewal. The City of Buda has requested that certain modifications be made to the Agreement provided in backup. Although these modifications are minor, Counsel recommends that the Agreement be considered as an Action Item since modifications are being proposed.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute an Agreement with the City of Buds for library services at the Basil Anthony Moreau Memorial Library. PREFERRED MEETING DATE REQUESTED: November 18, 2008 COUNTY AUDITOR Typically Requires 1 Business Day Review AMOUNT AND FUND LINE ITEM NUMBER \$29,586.00 01-407-5811 COUNTY PURCHASING GUIDELINES FOLLOWED: N/A PAYMENT TERMS ACCEPTABLE: N/A COMMENTS: We have a standard agreement we use for the community service agencies. The City of Buda wishes to make changes to that agreement which are reflected in this attached agreement. 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:

CONTRACT BETWEEN HAYS COUNTY AND BASIL ANTHONY MOREAU MEMORIAL LIBRARY

STATE OF TEXAS

90 90 90

COUNTY OF HAYS

SECTION I. PARTIES TO THE CONTRACT

This contract is made and entered into by and between the County of Hays, hereinafter referred to as "County", represented by County Judge Elizabeth "Liz" Sumter, and the Basil Anthony Moreau Memorial (City of Buda) Library hereinafter referred to as "Contractor" represented by Marjorie Martinez, Director. The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described. Failure to comply with any item(s) of this contract can delay future quarterly payments until the item(s) of non-compliance is resolved.

SECTION II. CONTRACTOR PERFORMANCE

The Contractor shall provide library services to Hays County residents.

SECTION III. CONTRACT PERIOD

The period for performance of this contract shall commence October 1, 2008 and shall terminate September 30, 2009.

SECTION IV. COUNTY OBLIGATION

Notwithstanding any other provision of this contract, the total amount paid by the County to the Contractor under this contract shall not exceed the sum of \$29,586.

SECTION V. REPORTS

The parties acknowledge that the funds expended under this contract are public funds that must be carefully monitored to ensure proper distribution. The County is legally obligated pursuant to the Texas Constitution to accurately report the manner in which the public funds are expended. To meet this requirement, the Contractor must submit a financial status report on the form attached hereto and incorporated as Exhibit "A" or in a similar format, to the Hays County Auditor on the following dates;

January 26, 2009 for 1st quarter report (October 1 through December 31, 2008) April 27, 2009 for 2nd quarter report (January 1 through March 31, 2009) July 27, 2009 for 3rd quarter report (April 1 through June 30, 2009) October 24, 2009 for 4th quarter report (July 1 through September 30, 2009)

THE CONTRACTOR IS HEREBY NOTIFIED THAT THE <u>FAILURE TO SUBMIT THE FINANCIAL STATUS</u> REPORTS ON THE DATES NOTED ABOVE MAY RESULT IN THE AUTOMATIC TERMINATION OF THIS CONTRACT.

SECTION VI. COUNTY MONITORING

The Contractor shall permit County to inspect and shall make available to the County for inspection any or all pertinent records, files, information or other written material maintained by Contractor or any person or other entity with whom any portion of the performance hereunder has been subcontracted. The Contractor shall permit County free access to all premises under its control or under the control of any person or entity with whom any portion of the performance hereunder has been subcontracted.

SECTION VII. SUBCONTRACTS

The Contractor shall subcontract for the performances specified herein only where such subcontracts and the subcontractors are expressly specified herein or with the prior written approval of such subcontracts and subcontractors by the County. The Contractor, in subcontracting any of the performances hereunder, shall legally bind subcontractors to perform subject to all the duties, requirements, and obligations specified of Contractor herein with respect to such performance or any portions thereof.

In no event shall any provision of this section, specifically including the requirement that the Contractor obtain the prior approval of the County on the Contractor's subcontracts, be construed as relieving Contractor of the responsibility for ensuring that the performance rendered under all subcontracts are rendered so as to comply with all the terms and provisions of this contract as if the performance rendered were rendered by Contractor hereunder.

SECTION VIII. POLITICAL ACTIVITY

None of the performance rendered hereunder shall involve, and no portion of the funds received by the Contractor hereunder shall be used for, any partisan political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat or final content of legislation.

SECTION IX. CONFLICT OF INTEREST

No official or employee of the County and no employee of the Contractor, and no member of the Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his or her personal pecuniary interest.

SECTION X. COMPLIANCE WITH LAWS

The Contractor shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

SECTION XI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the County is contracting with the Contractor as an Independent Contractor and that the Contractor as such, agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the Contractor under this contract.

SECTION XII. EQUAL OPPORTUNITY

A. Nondiscrimination

The Contractor assures that no person shall, on the ground of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this agreement or otherwise under the Contractor's control.

B. Nonsegregated Facilities

The Contractor certifies that all employee facilities under its control are provided in such a manner that segregation, whether by habit, local custom, or otherwise, on the basis of race, religion, color, or national origin, cannot result. Further, the Contractor will not assign or permit employees to perform services at any location under its control where facilities are segregated. Identical certifications from any proposed subcontractors will be obtained by the Contractor as a condition of subcontract award.

C. Employment (Race, Religion, Color, Sex or National Origin)

- 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth requirements of these nondiscrimination provisions.
- 2. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin
- 3. The Contractor will comply with all applicable equal opportunity laws, rules, regulations and orders.
- 4. The Contractor will furnish all information and reports and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with equal opportunity and affirmative action.
- 5. In the event of the Contractor's noncompliance with the equal opportunity conditions of this contract, this contract may be canceled, terminated, or suspended in whole or in part; the Contractor may be declared ineligible for further contracts and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

(Physical or Mental Handicap)

6. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employee is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(Age)

7. The Contractor will not discriminate in employment against any person because of their age or specify, in solicitations or advertisements, a maximum age limit except and unless it is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

D. Real and Personal Property

The Contractor agrees that, as owner, lessee, assignee or managing agent of real or personal property, it will not refuse to rent, lease, sell or otherwise deny such property to any person(s) because of race, color, religion, sex or national origin; nor will the Contractor discriminate in the terms or privileges of the rental, lease or sale or in the furnishing of services in connection therewith. Advertisements, solicitations, notices, statements, or circulations pertaining thereto will not limit, prefer, or discriminate on the basis of race, color, religion, sex or national origin.

E. Minority and Female Entrepreneurship

Consonant with and in furtherance of equal opportunity under law, the Contractor agrees to consider and make reasonable use of minority-owned and female-owned businesses in the procurement of goods and service, in the use of real or personal property, and in contracting for construction. In all instances, affirmative emphasis will be given to minority-owned and female-owned businesses offering comparable quality and value. The Contractor will similarly require equal opportunity/affirmative action on behalf of minority-owned and female-owned businesses in its financial agreements.

SECTION XIII. ORAL AND WRITTEN AGREEMENTS

All oral or written agreements, relating to the subject matter of this contract and which were made prior to the date of commencement specified in Section IV, between the Contractor and the County have been reduced to writing and are contained herein.

SECTION XIV. AMENDMENTS

Any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this contract.

SECTION XV. LEGAL AUTHORITY

- A. The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passes or taken giving the Contractor legal authority to enter into this contract and to perform the service Contractor has obligated itself to perform under this contract.
- B. The person or persons signing this contract on behalf of the Contractor warrant and guarantee to having been duly authorized by the Contractor to execute with contract on behalf of the Contractor to validly and legally bind Contractor to all terms, performances and provisions herein set forth.
- C. The County shall have the right, at its option, to either temporarily suspend or permanently terminate this contract if there is any dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract. Contractor is liable to County for money it has received from the County for performance of the provisions of this contract, if the County has suspended or terminated this contract for the reason set aside in this contract.

SECTION XVI. AUDIT

At its sole discretion, the County may arrange for an independent audit of all funds received under this contract by the County audit staff, or a certified public accountant.

SECTION XVII. GEOGRAPHIC AND CLIENT COVERAGE

The Contractor shall provide performances under this contract only within Hays County and shall service only citizens or residents of Hays County in using the funds provided by the County hereunder, except in an emergency situation wherein it is a dire necessity that a non-citizen or non-resident of Hays County, but who is at the time of service in Hays County, receive service from Contractor, in the expenditure of funds provided hereunder, on a temporary basis.

SECTION XVIII. EARLY TERMINATION

- A. Either of the parties hereto shall have the right, in such party's sole discretion and at such party's sole option, to terminate and bring to an end all performances to be rendered under the terms hereof by notifying the other party hereto in writing of such termination at least thirty days prior to the effective date of such termination. Should neither party exercise their right to terminate, this contract shall terminate in accordance with the provision of Section III.
- B. Upon termination or receipt of notice to terminate whichever occurs first, the Contractor shall cancel, withdraw or otherwise terminate, any outstanding orders or subcontracts which relate to the performance of this contract and shall otherwise cease to incur costs hereunder.
- C. In no event shall the County be liable to the Contractor or the Contractor's creditors for expenses incurred after termination date.
- D. In the event that the Contractor has not exhausted the amount of money allocated to it in Section IV at the date of termination, the Contractor shall return to the County within thirty (30) days and in the manner prescribed by the County all unexpended and uncommitted funds.

WITNES	SS OUR HANDS EFFECTIVE THIS	OF	, 2008.
	Contractor Signature		_
			_
	Type or print name		
Approved	d and accepted on behalf of the County of Hay	S.	
	27 (44) (44) (44) (44) (44)		
	Elizabeth "Liz" Sumter		_
	County Judge County of Havs		

Subdivision/Road/Staff Review Agenda Item Request Form

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

Request forms are due in the County Judge's Office

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

AGENDA ITEM:
08-4-60 HighPointe Phase 4 section 1B an amended portion of Highpoint Phase 4 Section 1, (34 lots); Consider approval of Plat Amendment pursuant to Texas Local Government Code section 232.011.
CHECK ONE: X Subdivision Road X Staff Recommendation
PREFERRED MEETING DATE REQUESTED: 11/18/2008
AMOUNT REQUIRED:
LINE ITEM NUMBER OF FUNDS REQUIRED:
REQUESTED BY: Garza
SPONSORED BY: Ford
SUMMARY
Subdivision of 34 lots off Sawyer Ranch Rd. in Dripping Springs. The total acreage of the
development is 12.77. All lots in this development are less than 1 acre. Phase 4 section 1 was
approved by Commissioners Court 7-22-08 and this amendment was approved by the City of
Dripping Springs on 11-4-08. MUD #5 is requiring the developer divide the division into two
sections. Section 1A is at built out, while Section 1B has not been constructed.
RPTP DIRECTOR: RECOMMENDS APPROVAL
STAFF RECOMMENDATIONS: RECOMMEND APPROVAL

746 ENTINEERING, 176, 14301 WESE PMRY 390 5LDC 600 AUSTIN, TENAS 79337 5-ONE 552-094-1515

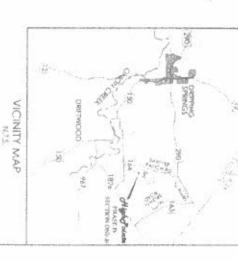
ENGINEER.

SANGHU INC. 400 MEST MENH STREET SAITE 430 AUSTH TEVAS 7870 PACKE 512-457-7850

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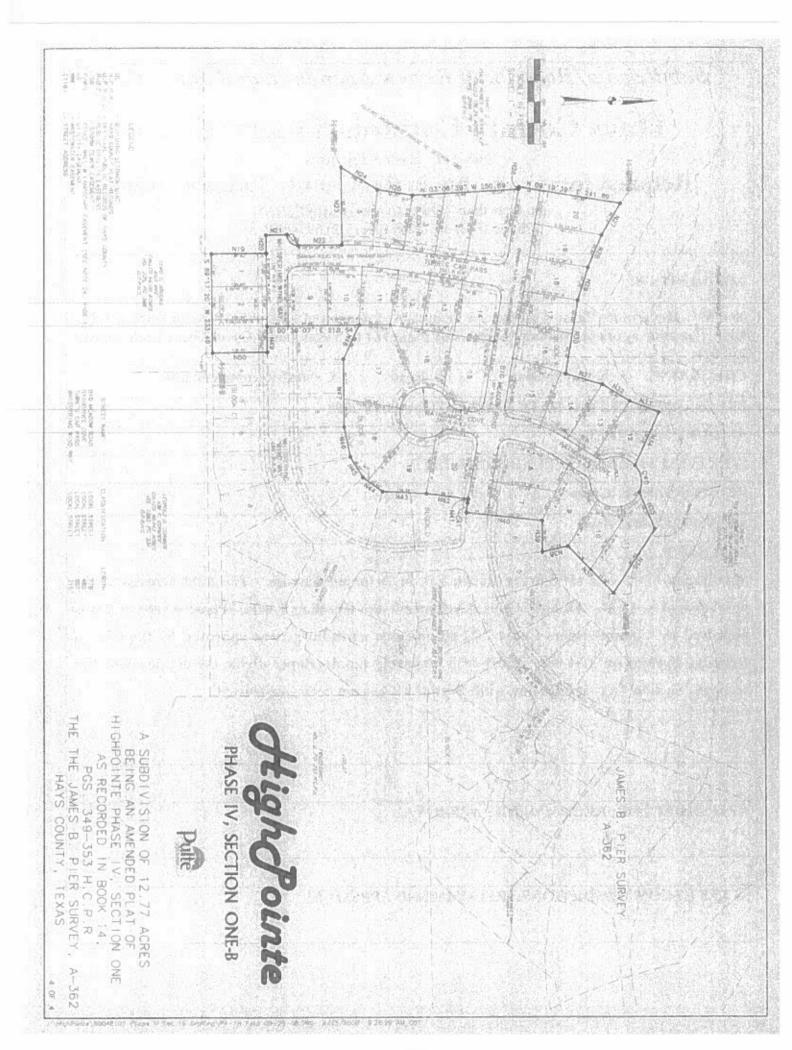
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HASE IV, SECTION ONE-B

A SUBDIVISION OF TO A ACRES
BEING AN AMENDED PLAT OF
HIGHPOINTE DHASE IV. SECTION ON:
AS RECORDED IN BOOK 14.
PCS. 349-353 H.C.P.R
IN THE OHE JAMES H. PICR SURVEY, A-SE
HAYS COUNTY, TEXAS



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:
08-4-59 HighPointe Phase 4 section 1A an amended portion of Highpoint Phase 4 Section 1, (35 lots); Consider approval of Plat Amendment pursuant to Texas Local Government Code section 232.011.
CHECK ONE: X Subdivision Road X Staff Recommendation
PREFERRED MEETING DATE REQUESTED: 11/18/2008
AMOUNT REQUIRED:
LINE ITEM NUMBER OF FUNDS REQUIRED:
REQUESTED BY: Garza
SPONSORED BY: Ford
SUMMARY
Subdivision of 35 lots off Sawyer Ranch Rd. in Dripping Springs. The total acreage of the
development is 15.34. All lots in this development are less than 1 acre. Phase 4 section 1 was
approved by Commissioners Court 7-22-08 and this amendment was approved by the City of
Dripping Springs on 11-4-08. MUD #5 is requiring the developer divide the division into two
sections. Section 1A is at built out, while Section 1B has not been constructed.
RPTP DIRECTOR: RECOMMENDS APPROVAL
STAFF RECOMMENDATIONS: RECOMMEND APPROVAL

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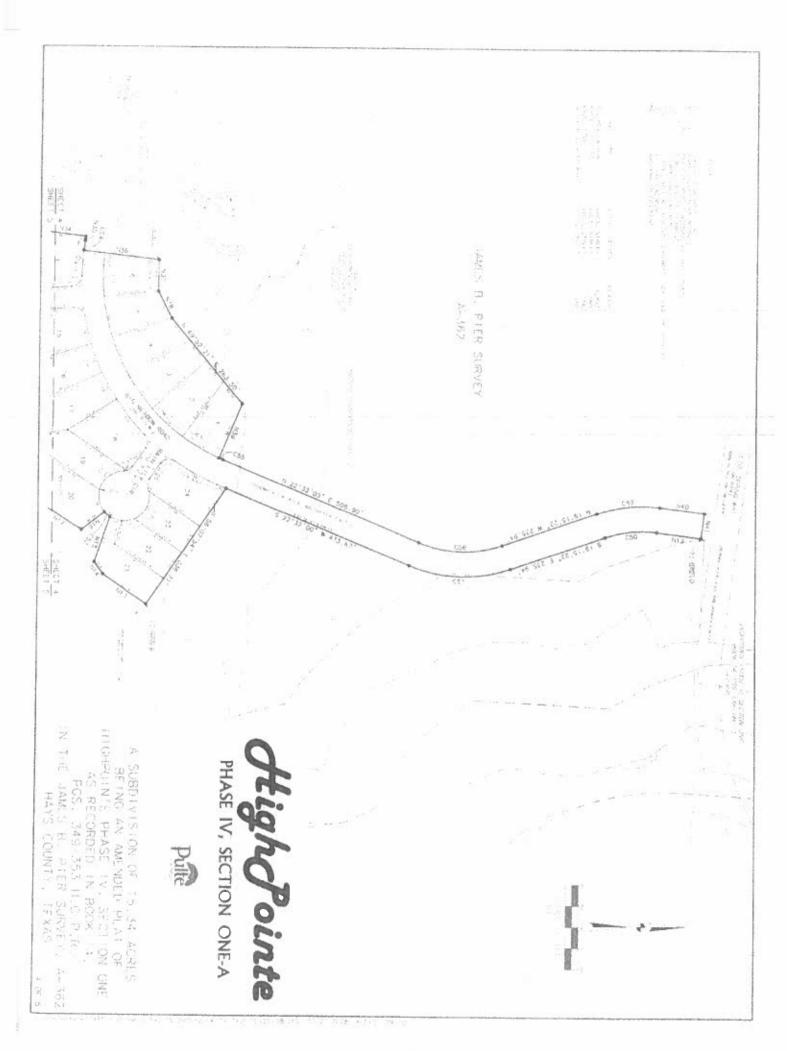
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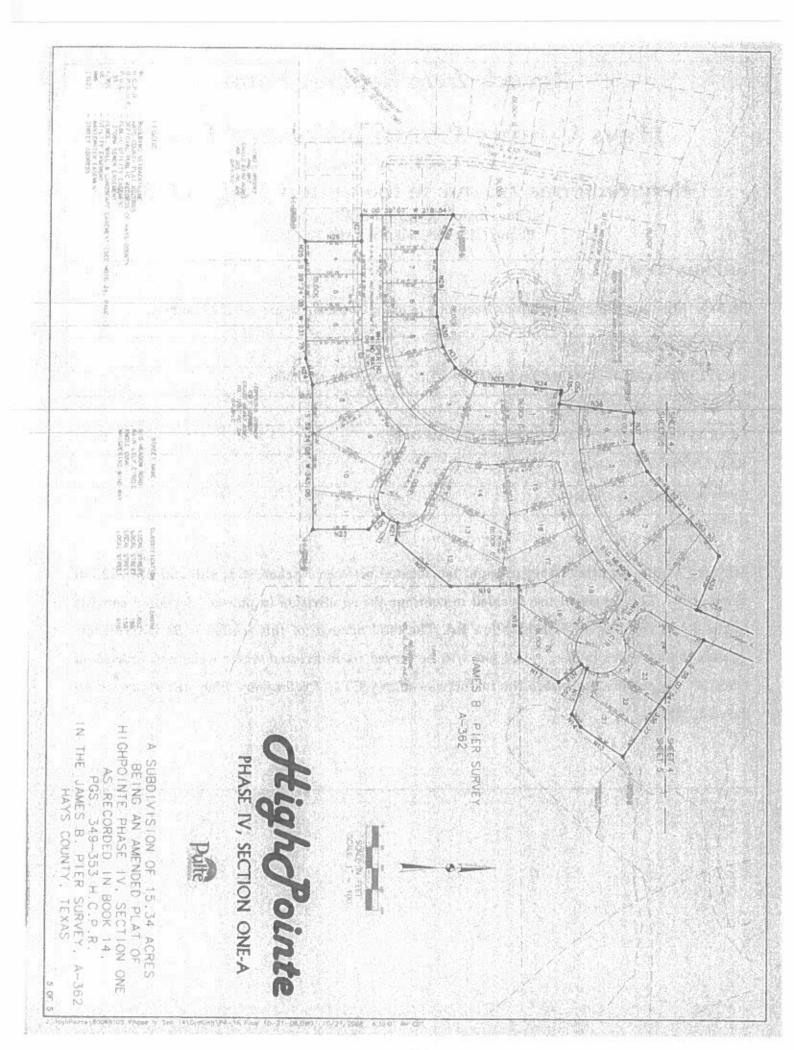
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A SUBDIVISION OF 15.34 ACRES
BEING AN AMENDED PLAT OF
HIGHPOINTE PHASE IV. SECTION ONE
AS RECORDED IN BOOK 14.
PGS. 349-353 H.C.P.R.
IN THE JAMES B. PIER SURVEY, A-362
HAYS COUNTY, TEXAS

1 OF 5

VICINITY MAP





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:

08-3-34 Mustang Valley Subdivision Section 3 (4 lots); Consider approval of Final Plat.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: November 18, 2008

AMOUNT REQUIRED: N/A

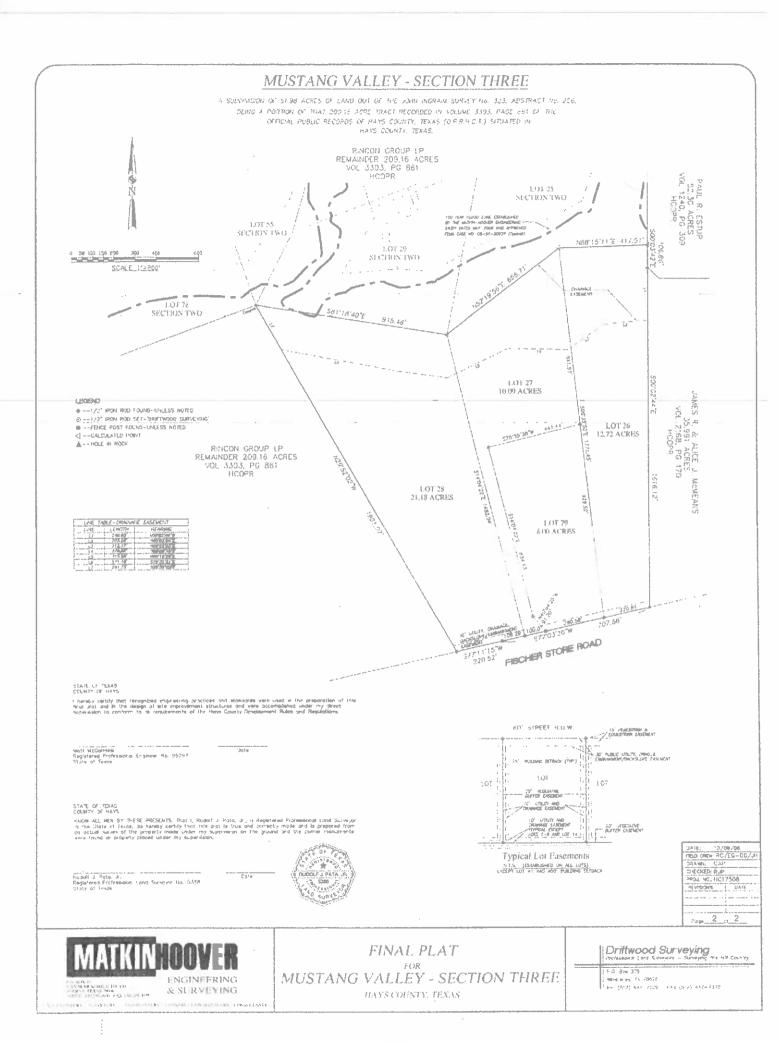
LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Conley

SUMMARY:

Mustang Valley consists of Seventy-eight lots located between Fischer Store Rd. and FM 2325 in Wimberley. The developer has decided to continue the subdivision in phases. Section 3 consists of the 4 lots fronting on Fischer Store Rd. The total acreage of this section is 52 with all lots greater than 8 acres in size. All lots will be served by individual water wells and individual OSSF's. No portion lies within the boundaries of any ETJ. Preliminary Plan was approved on July 22, 2008.



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MUSTANG VALLEY - SECTION THREE

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STATE OF TEXAS

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CERTIFICATE OF RECORDING

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Lindo Fritache, County Clerk, Hays County, Yours

MUSTANG VALLEY - SECTION THREE HAYS COGNTY, TEXAS

FINAL PLAT

Westerlay, TX 78676 PM (512) 805-1222 FAN (512) 847-7372 Driftwood Surveying

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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:

08-3-34 Mustang Valley Subdivision Section 1 (18 lots); Consider approval of Final Plat and Accept Construction Fiscal Surety in the amount of \$301,424.01, for street and drainage improvements.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: November 18, 2008

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Conley

SUMMARY:

Mustang Valley consists of Seventy-Nine lots located between Fischer Store Rd. and FM 2325 in Wimberley. The developer has decided to continue the subdivision in phases. Section 1 consists of the 18 lots accessing the division from 2325. The total acreage of this section is 108 with all lots greater than 5 acres in size. All lots will be served by individual water wells and individual OSSF's. No portion lies within the boundaries of any ETJ. Preliminary Plan was approved on July 22, 2008.

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MUSTANG VALLEY - SECTION ONE

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MUSTANG VALLEY - SECTION ONE FINAL PLAT

HALL COUNTY, TEXAS

H ps. (512) par-1722 - for (512) \$45-7572

Driftwood Surveying

PROCESS DATE 0.00-03/09 NAME 01/0

SUBDIVISION IN TIS BUT NOTE OF DUTY OF THE JOHN HIGHAM SUBVEY NO. 321, ABSTRACT HO BEING A PURPLY OF THE MEDICAL AUBILIERACT RECORDED IN VOLUME 3279, PAGE 462 OF THE COPPOSE WAYS COUNTY, TEXAS (O.P.A.H.C.T.), SIZIATED IN MAYS COUNTY, TEXAS

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Richard Hedds, President Rhosin Graup Manager's LLC, General P Rhosin Graup, LP, 17400 St. Heig 77 W., Surin 310–245 Austria, TX 78739 signed again LLC, Garrer of Purchar

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A.O., 2008

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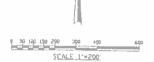
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MUSTANG VALLEY - SECTION ONE

A SURDIVISION OF 113.824 ACRES OF LAND OUT OF THE JOHN INGRAIM SURVEY NO. 323, ARSTRACT No. 256, BEING A PIRTION OF THAT 485.620 ACRE TRACT RECORDED IN VOLUME 3279, PAGE 462 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), STRUATED IN HAYS COUNTY, TEXAS



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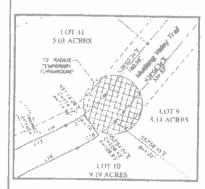
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Valley 7

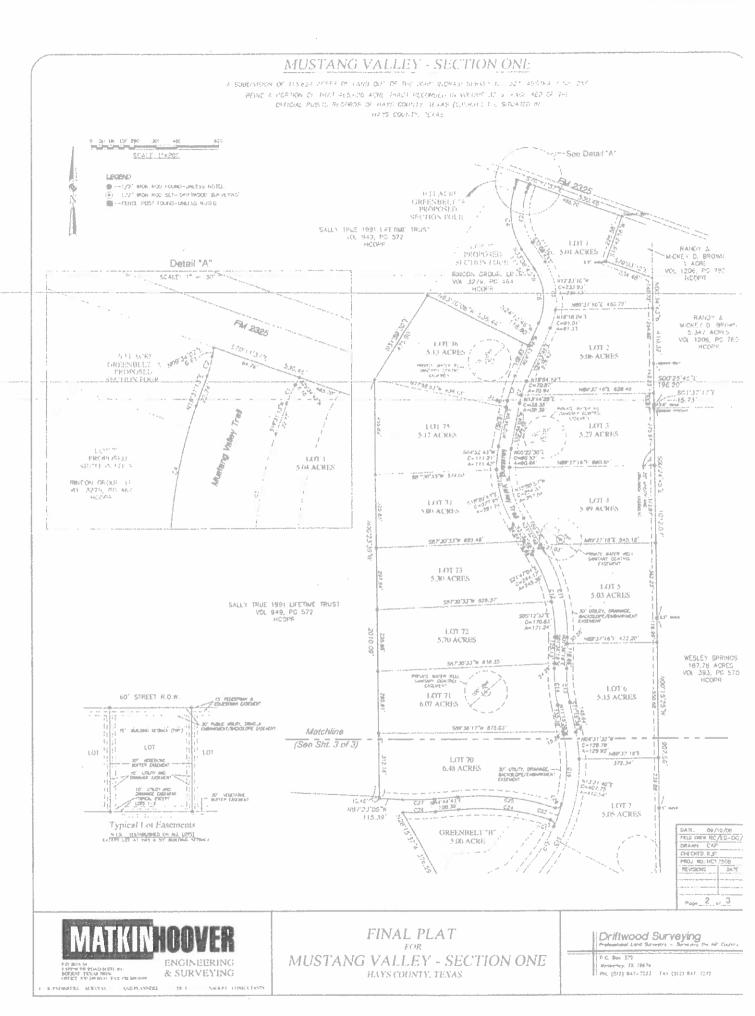


FINAL PLAT MUSTANG VALLEY - SECTION ONE HAYS COUNTY, TEXAS

Driftwood Surveying
Perfeating Land Services - Surveys the real Laurery
1 Fill Box 100
2 meensy 10 18615
Fel (202) 941-7022 - Fax 502) 841 7379

DATE: 59/10/08
PRINC DREW RC/EG-DG
DREW CAP
THEOREM RUF
PRINC NO HOL17508
PRINCEDHS IN HOL17508

170gs 3 of 3



Agenda Item Request Form

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

Request forms are due in the County Judge's Office

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

AGENDA ITEM: additional county	Discussion and possible action to adopt a resolution y authority.	in support of
CHECK ONE:	☐ CONSENT X ☐ ACTION ☐ EXECUTIVE SESSION	N
	□ WORKSHOP □ PROCLAMATION □ PRESE	ENTATION
PREFERRED MEI	ETING DATE REQUESTED: November 18, 2008	
AMOUNT REQUI	IRED:	
LINE ITEM NUMI	BER OF FUNDS REQUIRED:	
REQUESTED BY:	•	
SPONSORED BY:	: SUMTER	
SUMMARY: This	s resolution and attached items are the culmination of over a ye	ears work of the
15 Hill Country Co	County Coalition. This coalition worked to identify areas in v	vhich additional
county authority is	s necessary for the orderly and healthy growth of a county. E	ach county is in
the process of pass	ssing a similar resolution and has committed to working with	h the legislature
toward the bills pas	issage.	No. at an



San Marcos, Texas 78666

RESOLUTION SUPPORTING COUNTY AUTHORITY

NOW THEREFORE, BE IT RESOLVED THAT,

WHEREAS, the Texas Hill Country region is experiencing rapid population growth in its unincorporated areas and municipalities, which has created numerous safety, infrastructure, and financial challenges for Hays County; and

WHEREAS, the cost to Hays County to provide and maintain necessary infrastructure and provide services to protect the health, safety, and welfare for a growing population threatens to exceed its capabilities; and

WHEREAS, the Texas Hill Country is prone to major flooding, and the public health and safety hazard due to flooding in Hays County has been aggravated by dense development and such development's impact on water availability; and

WHEREAS, unmanaged growth in Hays County has created situations where existing farms, ranches, and residential communities have become neighbors with non-compatible commercial and industrial land use that negatively impacts the public health, safety, and welfare; and

WHEREAS, the, Texas Hill Country is nationally recognized as a major tourist, recreational, and retirement destination, and protection of the economic viability of Hays County is essential to its future:

NOW, THEREFORE, BE IT RESOLVED, that after an order was adopted and entered into the minutes of the Commissioners Court, this Commissioners Court hereby:

Recommends that the Texas Legislature pass legislation that will help Hays County and other counties in the Texas Hill Country, by local option, manage these challenges by:

- Clarifying the counties' authority to manage subdivision development in unincorporated area;
- Providing authority for Hill Country counties to require set-backs between Incompatible land uses;
- 3. Providing authority for Hill Country counties to regulate population density; and
- Providing authority for Hill Country counties to assess impact fees to help counties assess impact fees to help counties fund the changes in Infrastructure due to development;

NOW, THEREFORE, on this 18th day of November, 2008, in a meeting of the commissioners Court of Hays County, duly convened and acting in its capacity as governing body of Hays County, this Resolution is hereby adopted.

	zabeth "Liz" Sumter unty Judge	
Debbie Gonzales Ingalsbe Commissioner Precinct 1	_	Jefferson W. Barton Commissioner Precinct 2
Will Conley Commissioner Precinct 3	_	Karen Ford Commissioner Precinct 4
ATTEST:		
Linda Fritsche, County Clerk		

Agenda Item Request Form

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

Request forms are due in the County Judge's Office

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

AGENDA ITEM: Approve the selection of MRB Group for architectural services for construction of additional office space at the RPTP facility on Yarrington Road.
CHECK ONE: CONSENT ACTION EXECUTIVE SESSION
☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION
PREFERRED MEETING DATE REQUESTED: November 18, 2008
AMOUNT REQUIRED:
LINE ITEM NUMBER OF FUNDS REQUIRED:
REQUESTED BY: Herzog/Maiorka/Borcherding
SPONSORED BY: Sumter
SUMMARY: Two proposals were received by Purchasing, Fromberg Associates LTD and MRE
Group. After meeting and evaluating both firms, the committee is recommending to the
Commissioners Court the selection of MRB Group as the most competent and qualified firm for
the project. Pending contract will be brought back to Commissioners Court for approval.

Contractor: MRB Grown		
Committee Member:		
SCORING CRITE	RIA	
	Sco	ore
1. Performance and Qualifications	(60	(0
2. References	(40) <u>40</u>
Comments: Hoad presentation - E	Drzanize Dotal	100);
Signature Kelly V. Bully	_Date(_)\/\docs	-0P

Contractor: FRomberg Associates		
Committee Member:		
SCORING CRITERIA		
	Score	
1. Performance and Qualifications	(60)	40
2. References	(40)	46.4030
Comments: Megal we thought from	Total	NO 80.70
Personal Health 4 lead Dent.	i.e,	- - •
· · · · · · · · · · · · · · · · · · ·	'n	^
Signature Jerry A, Bankulin Date 17 M	ov-0	P

Contr	actor:		
Comn	nittee Member:		
	SCORING CRITERIA		
		Score	
1	Performance and Qualifications	(60)	60
2	References	(40)	40
	e .	Total	100
Comm	ins, I believe the Iselection of	rchitecti	nal
fu	ims, I believe the belection of	MRBZ	Iroup
wor	all be an excellent choice due to	their ex	(perience
in	similar sorgiets and their appro	ach to	cost
sa	ring possibilities.		
Signat	ure <u>Haviel Willes</u> Date //-	-8-08	

SCORING CRITER	IA	
	Score	
1. Performance and Qualifications	(60)	40
2. References	(40)	28
5	Total	60
Comments: Lower rating due to the of the Road Department. Signature Janual Weber	lesign of	

	nittee Member:	*	
	SCORING CRITERIA		
		Score	
1.	Performance and Qualifications	(60)	40
2.	References	(40)	40
Comm	ento:	Total	120
	ents:		
		O O OFFI	
Signati	are Garry Ingalabe Date //-	-6-08	

Committee Member:		
SCORING CRITERIA		
	Score	
1. Performance and Qualifications	(60)	20
2. References	(40)	10
Comments: NOT happy with ROND TEPT	Total Complex	30
Signature Spry Inaclos Date //	-6-0B	

Contractor: MKD Group		
Committee Member:		
SCORING CRIT	TERIA	
	Score	
1. Performance and Qualifications	(60)	<i>55</i>
2. References	(40)	55 40
Comments: Procure Went plan Soun	Total A6 900 L.	95
$ \Omega$ Ω		
Signature Jun Jun	Date	

Committee Member:		
SCORING CRIT	ΓERIA	
	Score	
1. Performance and Qualifications	(60)	45
2. References	(40)	40
	Total	40 85
Comments:		
Ω		
Star Start	1/2/20	
Signature Signature	Date 11/7/08	

Contractor: MRB Group	
Committee Member:	
SCORING CRITERIA	
	Score
1. Performance and Qualifications	(60) 57
2. References	(40) 37
Comments: 5 ACCia/izes More in	Total 94
Signature Jam Japan Date /	11-6-08

SCORING CRI	TERIA
	Score
Performance and Qualifications	(60)
References	(40)
	Total
nts:	
	.,,

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

	Discussion and ponditioning units fo			a contract to	Avatt for
CHECK ONE:	□ CONSENT X	ACTION	☐ EXECU	TIVE SESSION	
	□ WORKSHOP	☐ PROCL	AMATION	☐ PRESENT	ATION
PREFERRED ME	ETING DATE REQU	ESTED: Nover	nber 18, 2007		
AMOUNT REQUI	RED: \$37,910.65/\$810	00.00/\$5886.78			
LINE ITEM NUM	BER OF FUNDS REC	QUIRED:	· · · · · ·		
REQUESTED BY:	Knott	*****			
SPONSORED BY:	SUMTER				
SUMMARY: Pur	chase of three units	are \$37910.65	plus 10 year	warranty at \$8	100.00 plus
Stainless Steel Heat	t Exchangers at \$5886	.78.			

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to award a contract to Avatt for replacing 3 Air Conditioning units for the Courthouse. PREFERRED MEETING DATE REQUESTED: November 18, 2008 **COUNTY AUDITOR** Typically Requires 1 Business Day Review AMOUNT AND FUND LINE ITEM NUMBER \$37,910.65 Unbudgeted COUNTY PURCHASING GUIDELINES FOLLOWED: Yes PAYMENT TERMS ACCEPTABLE: Yes _____ COMMENTS: Avatt has our annual contract for A/C maintenance. However Ron did get two additional quotes to do the work and Avatt was the lowest price. This is not budgeted and will require a budget amendment. I recommend the Capital Improvement line item in Countywide (01-414-5741). 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:

Avatt Services, Inc.

14251 Hwy 29 W Ste. B Liberty Hill, TX 78642 Phone: 512-515-5580 Fax: 512-515-5582

08/21/2008

Ron Knott

Hays County Court House

Replacement of Three A/C Package Units (12.5, 10, & 10 Ton)

This Quote is for the replacement of 3 Trane Gas Pack Units on the roof of the Court House. Avatt Services, Inc. will provide all labor and materials to complete this project. The quote will have a few options to choose from. The new units will need roof curb adapters and will need electrical and gas lines alter a little. The replacement of the equipment will take around 3 to 5 days to complete. The equipment will have a 3 to 4 week build time.

Commercial Leasing is available for you. Dell Sellers @ 512-719-5999 and he can help walk you through the process of getting set up or go to www.traneleasing.com.

- 1. Trane 12.5 Ton R410A Gas EL RTU, Motorized Outside Damper, Hail Guard, Curb Adapter, And Gasket Materials.
- 2. Two 10 Ton CV G/E R410A RTU, Motorized Outside Dampers, Hail Guards, Curb Adapter, And Gasket Materials.

Total Price for Replacement of Equipment is \$ 37910.65 (Thirty Seven Thousand Nine Hundred Ten Dollars and Sixty Five Cents).

This price has a standard warranty, one year parts and labor.

Extended Five Year Warranty on Parts Only: Add this amount to the replacement price:

\$ 1530.18 (One Thousand Five Hundred Thirty Dollars and Eighteen Cents)

Extended **Ten** Year Warranty Parts and Labor: **Add** this amount to the replacement price:

\$ 8100.00 (Eight Thousand One Hundred Dollars and No Cents)

Stainless Steel Heat Exchangers:

Add this amount to the replacement price:

\$ 5886.78 (Five Thousand Eight Hundred Eighty Six Dollars and Seventy Eight Cents)

Avatt Services, Inc.

14251 Hwy 29 W Ste. B Liberty Hill, TX 78642 Phone: 512-515-5580

Fax: 512-515-5582

08/21/2008

Exclusions:

- 1. The crane will have to set up in the road to left down the old units and put new units on roof. Avatt Services, Inc. will not be responsible for traffic control.

 The crane will be sent up in the street for the biggest part of a day or we can set him up for a two day left and that should only block off road for a have day each day. Hays County will have to coordinate with the City of San Marcos on the traffic control.
- 2. Sales Tax
- 3. City of San Marcos Fees
- 4. Fire Damper/ Fire Controls
- 5. Smoke Damper/ Smoke Controls
- 6. Roofing

Please sign here if you agree with all of the terms for this quote.

Texas Department Of Licensing And Regulation
P O Box 12157 Austin, Tx 78711 -- 920 Colorado Austin, Tx 78701
(800) 803- 9202 -- (512) 475-2871
www.license.state.tx.us -- customer.service@license.state.tx.us

U.S. Air Conditioning, Heating &

Refrigeration Services.

2164 Hwy 71 W, CEDAR CREEK TX 78612 (512)-303-0980 FAX (512)-581-0884

PLEASE CALL 512-303-0980

RON KNOTT

HAYS COUNTY COURT HOUSE

THIS QUOTE IS FOR REPLACING 3 TRANE PACKAGE UNITS ON THE ROOF OF THE COURT HOUSE. THIS JOB WE WILL PROVIDE LABOR AND MATERIALS TO COMPLETE THIS JOB.

- 1. TRANE 12.5 TON R410A GAS EL RTU, MOTORIZED OUTSIDE DAMPER, HAIL GUARD, CURB ADAPTER, AND GASKET MATERIALS.
- 2. TWO 10 TON CV G/E R410A RTU, MOTORIZED OUTSIDE DAMPERS, HAIL GUARDS, CURB ADAPTER, AND GASKET MATERIALS.

TOTAL PRICE FOR REPLACEMENT OF EQUIPMENT IS \$ 42550.00 THIS PRICE HAS A STANDARD WARRANTY.

PRICING BELOW HAVE THE PRICE OF THE REPLACEMENT INCLUDED IN THEM.

EXTENDED FIVE YEAR WARRANTY ON PARTS ONLY: \$ 44150.00

EXTENDED TEN YEAR WARRANTY PARTS AND LABOR: \$ 51650.00

STAINLESS STEEL HEAT EXCHANGERS: \$ 48650.00

EXCLUSIONS:

- SALES TAX
- CITY OF SAN MARCOS FEES
- FIRE DAMPER/FIRE CONTROLS
- 4. SMOKE DAMPER/SMOKE CONTROLS
- ROOFING

PLEASE SIGN HERE IF YOU AGREE WITH ALL OF THE TERMS FOR THIS QUOTE.

AIRSHEEN SERVICES LLC

P O Box 2388 Pflugerville, Tx 78891 Phone (512) 577-4776 TACLA26137C DATE 10/27/2008 Quotation # 148

Quotation For: Name: Ron Knott Company: Hays County

Phone: Fax: Quotation valid until: 11/6/2008 Prepared By:

This quote is for the replacement of 3 package units on the roof of the Court House in San Marcos. The units will be removed from roof with a crane and set the curb adapters and then install the new Trane units. Wire up the units and hook up the gas line to them and then start them up. Warranty on equipment is one year parts and labor.

Exclusions: Sales Tax, Electrical, Plumbing, Roofing

Please sign here if you agree with all of the terms for this quote.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	1	TERMS
Shahin						Net 30
QUANTITY	DESCRI	PTIÓN	UNIT PRICE	TAXABLE?	A	MOUNT
			UNITPRICE	IAAABLET		MOUNI
1	Bid Amount For The	Replacements	\$48,750.78		Q	48,750.78
exas Departmen	t Of Licensing And R	egulation		SUBTOTAL TAX RATE	\$	48,750.7
O Box 12157 Au	ıstin, Tx 78711 — 92		Tx 78701	SALES TAX		-
300) 803- 9202	(512) 475-2871			OTHER		+
unu license etate	tx.us customer.se	nvina@Ninance stat	m for the	TOTAL	\$	48,750.7

THANK YOU FOR YOUR BUSINESS!

14/1/07

I have enclosed three bids for replacing three hvac units on the court house. It will be cost prohibitive to use heat pumps because of the added electrical service we would have to install. I recommend we select Avatt's bid with the ten year extended warranty and adding stainless steel heat exchangers. Avatt will be replacing like equipment,

Agenda Item Request Form

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

Request forms are due in the County Judge's Office

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

AGENDA ITEM: Discussion and possible action to give notice of contract termination with First Southwest Company and authorize the County Judge to negotiate and

the county.	ct with Specialize	ed Public Financ	e inc. to ser	ve as illialiciai auvisors to
CHECK ONE:	☐ CONSENT	X □ ACTION	☐ EXECU	TIVE SESSION
	□ workshot	P PROCL	AMATION	☐ PRESENTATION
PREFERRED ME	ETING DATE RE	QUESTED: Nove	mber 18, 200	8
AMOUNT REQUI	RED:			
LINE ITEM NUM	BER OF FUNDS I	REQUIRED:		
REQUESTED BY:				
SPONSORED BY:	SUMTER			
SUMMARY: Dat	n Wegmiller has	left First Southw	est Company	and has formed SPFI (see
attached). Wegmil	ler's involvement i	in the Park and fo	uture Road b	onds have been invaluable to
the county. Since,	the county is looki	ng to borrow anot	her 10 millior	before the year is out for the
park bond and wil	l quickly want to n	nove forward with	the road bor	ds, at least for the immediate
- 8	[3]			of immediate financial needs.
The county can go	out for an RFQ if	necessary immed	iately but tha	t process will take too long to
carry out some of t	he financial needs	the county will ha	ve in the near	future.



406 West 13th Street, Austin, Texas 78701 (512) 275-7300

FOR IMMEDIATE RELEASE - NOVEMBER 6, 2008

Former First Southwest Bankers form Specialized Public Finance Inc.

Austin, Texas – Five experienced public finance investment bankers have formed Specialized Public Finance Inc. (SPFI), an Austin, Texas based financial advisory firm. SPFI will look to provide services primarily to local governments and special districts in Texas.

Specialized Public Finance Inc.'s bankers were all formerly with First Southwest Company, including Managing Directors Garry Kimball and Dan Wegmiller in Austin and Vince Viaille in Lubbock, Texas, and Directors Jeff Garland and Jennifer Ritter Douglas, both in Austin. Together, the five bankers have a combined 77 years of experience working exclusively with public sector clients as senior financial advisors and quantitative analysts. From June 30, 2007 to June 30, 2008, Specialized Public Finance Inc.'s professionals served as financial advisors on over 130 public finance transactions.

Specialized Public Finance Inc.'s founding partners recognized a need in the financial advisory field for providing client-appropriate representation in the public finance arena. Based on the credit market events of 2007 and 2008, the founding partners believe Specialized Public Finance Inc. is uniquely suited to provide the independent financial advisory services its clients expect.



PRESS RELEASE

"We take pride in the plan to deliver a pure financial advisory service to our public sector clients," said the founding partners on why the firm was created.

Specialized Public Finance Inc. will guide clients through all phases of the debt issuance process by applying financial and technical expertise, market knowledge, and personalized service. SPFI's comprehensive services include advising on utility system revenue debt, general obligation debt, structured project financings, and refundings/restructurings for city, county, school district, higher education, transportation authority, and special district clients. SPFI's bankers have successfully structured financings based on almost every type of tax or revenue stream.

PARTNERS

GARRY KIMBALL has served as lead banker on over 400 separate bond transactions with a total principal value in excess of \$4 billion. Prior to joining the founding partners of Specialized Public Finance Inc., Mr. Kimball was a Senior Vice President with First Southwest Company. During his 15 years with this firm, he was a regulatory supervisor for the Austin office, a member of the firm's Operating Committee and a member of the firm's Special District Underwriting Committee. In 2008, Mr. Kimball was appointed to the Board of Directors of the Municipal Advisory Council of Texas. Mr. Kimball also worked for Dresdner Bank AG in New York and Chicago and the Royal Bank of Canada in Chicago and Dallas between 1988 and early 1993. He graduated with high honors from the University of Texas at Austin with a Bachelor of Arts degree in Government. He also received his Master of Business Administration degree with a concentration in Finance from the University of Texas at Austin.

DAN WEGMILLER has served as a financial advisor since 1992. He has represented city, county, school district, special district and transportation clients.



PRESS RELEASE

He has served as lead banker on more than 250 transactions and over \$3.9 billion in par amount of bonds, including the Central Texas Regional Mobility Authority transaction that was recognized by The Bond Buyer as the 2005 "Deal of the Year" in the Southwest Region for its innovative structure. He has also been involved in numerous legislative efforts to provide additional financing tools and options for municipalities. He earned a Bachelor of Business Administration in Finance from the University of Texas at Austin.

VINCE VIAILLE has served as a financial advisor in the public finance arena since 1985. During his 23 years of experience, he has been involved in over 900 financings. Mr. Viaille has represented several State of Texas agencies as their financial advisor, including the Texas Water Development Board, the Texas Higher Education Coordinating Board, and the Texas National Guard Armory Board. Currently, Mr. Viaille devotes his expertise to governmental entities located in West Texas. He earned a Bachelor of Business Administration degree from West Texas A & M University.

JEFF GARLAND is the senior quantitative professional at Specialized Public Finance Inc. In this role, he is responsible for developing comprehensive financial models to analyze, structure and price transactions for the firm's clients. Mr. Garland has extensive experience modeling multiyear capital improvement programs, preparing refunding/restructuring analyses and analyzing debt capacity for financings secured by almost every type of revenue stream. Since joining the public finance industry in 1996, Mr. Garland has structured over 700 transactions with a total par amount in excess of \$13.3 billion. Prior to joining Specialized Public Finance Inc., Mr. Garland was a Vice President with First Southwest Company in Austin and Dallas, Texas. He graduated with Highest Honors from the University of Texas at Austin with a Bachelor of Business Administration degree in Finance.



PRESS RELEASE

JENNIFER RITTER DOUGLAS serves as financial advisor to local governments, along with health care and higher education issuers. She has nine years of experience in public finance, including seven years with First Southwest. Prior to that, she worked as a Policy Analyst for Debt and Financial Planning for the Government Finance Officers Association ("GFOA") in Chicago, Illinois. At GFOA, Ms. Douglas authored "Conducting a Debt Affordability Study" and "An Elected Official's Guide to Rating Agency Presentations." She also served as a liaison for the association with other municipal bond industry groups and regulatory authorities. She earned a Master of Public Affairs from Lyndon B. Johnson School of Public Affairs at the University of Texas at Austin and a Bachelor—of—Arts—in—English—from—Southern—Methodist—University.

For more information, please contact Garry Kimball at garry@spubfin.com or (512) 820-6083 or Dan Wegmiller at garry@spubfin.com or (512) 820-6068.

FINANCIAL ADVISORY SERVICES AGREEMENT

This Financial Advisory Services Agreement (the "Agreement") is made and entered into by and between Hays County, Texas ("Issuer") and Specialized Public Finance Inc. ("SPFI") effective as of the date executed by the Issuer as set forth on the signature page hereof.

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of indebtedness in amounts and forms which cannot presently be determined and, in connection with the authorization, sale, issuance and delivery of such indebtedness, Issuer desires to retain an independent financial advisor; and

WHEREAS, the Issuer desires to obtain the professional services of SPFI to advise the Issuer regarding the issuance and sale of certain evidences of indebtedness or debt obligations that may be authorized and issued or otherwise created or assumed by the Issuer (hereafter referred to collectively as "Debt") from time to time during the period in which this Agreement shall be effective; and

WHEREAS, SPFI is willing to provide its professional services and its facilities as financial advisor in connection with all programs of financing as may be considered and authorized by Issuer during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and SPFI, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I DESCRIPTION OF SERVICES

Upon the request of the Issuer, SPFI agrees to perform the financial advisory services stated in the following provisions of this Section I; and for having rendered such services, the Issuer agrees to pay to SPFI the compensation as provided in Section VI hereof.

- 1. Financial Planning. Provide financial planning services related to Debt plans and programs.
- 2. <u>Debt Elements</u>. Provide recommendations regarding Debt under consideration, including such elements as timing, structure, security provisions, and such other provisions as may be appropriate.
- 3. Method of Sale. Make a recommendation as to an appropriate method of sale, including but not limited to competitive sale, negotiated sale or private/limited offering.

- 4. Price Fairness. Advise the Issuer as to the fairness of the price offered by the underwriters.
- 5. Offering Documents. Participate in and direct, as appropriate, the preparation of the offering documents and/or assist bond counsel with same.
- Auditors. Coordinate verification by an independent auditor of any calculations incident to the Debt, as required.
- Printing. Coordinate all work incident to printing of the offering documents and other documents required by Issuer.
- 8. <u>Closing.</u> Provide the Issuer a post sale/closing booklet or update for the Debt and other outstanding debt, as needed.

SECTION II OTHER AVAILABLE SERVICES

In addition to the services set forth and described in Section I herein above, SPFI agrees to make available to the Issuer the following services, when so requested by the Issuer and subject to the agreement by Issuer and SPFI regarding the compensation, if any, to be paid for such services, it being understood and agreed that the services set forth in this Section II may require further agreement as to the compensation to be received by SPFI for such services:

- 1. <u>Call Defeasance and Refunding.</u> Evaluate and advise on exercising any call defeasance and/or refunding of any outstanding Debt.
- 2. <u>Capital Program Modeling.</u> Evaluate and advise on the development of any capital improvements programs.

SECTION III CONTINUING DISCLOSURE

It is understood and agreed that the Issuer, in connection with the sale and delivery of Debt, will be required to comply with certain continuing disclosure undertakings, including preparation and submission of annual reports (the "annual reports") and reporting of certain specified material events (the "material events") pursuant written undertakings of the Issuer and in accordance with the provisions of Securities and Exchange Commission Rule 15c2-12, as amended (the "Rule). SPFI shall provide continuing disclosure services on the terms and conditions, for the time period and for the compensation set forth herein.

- 1. This Agreement shall apply to all Debt delivered subsequent to the effective date of the continuing disclosure undertakings of Issuer and as specified in the Rule, to the extent that any particular issue of Debt does not qualify for exceptions to the continuing disclosure requirements of the Rule.
- 2. SPFI agrees to perform annual reporting and material event notification duties required by the undertakings of Issuer and the Rule.
- 3. The fees of SPFI for providing the foregoing continuing disclosure services shall be negotiated annually (not to exceed \$1,000 per similarly-secured type of Debt). The fees of SPFI for providing material event notification services shall be negotiated separately at the time such notifications may be required.

SECTION IV TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, unless terminated by either party pursuant to Section IV of this Agreement, shall remain in effect thereafter for a period of three (3) years from such date. Unless SPFI or Issuer shall notify the other party in writing at least thirty (30) days in advance of the applicable anniversary date that this Agreement will not be renewed, this Agreement will automatically renew on the third anniversary of the date hereof for an additional one (1) year period and thereafter will automatically renew on each anniversary date for successive one (1) year periods under the same terms as the initial 3 year period.

SECTION V TERMINATION

This Agreement may be terminated with or without cause by the Issuer or SPFI upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate. In the event of such termination, it is understood and agreed that only the amounts due SPFI for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

SECTION VI COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to SPFI for the services set forth and described in Section I of this Agreement with respect to each issuance of Debt during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and SPFI, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which SPFI is entitled to reimbursement, shall become due and payable concurrently with the delivery of the Debt to the purchaser.

SECTION VII MISCELLANEOUS

- Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas. Proper venue for any legal action arising out of this Agreement shall be Travis County, Texas.
- 2. <u>Binding Effect</u>; <u>Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the Issuer and SPFI, their respective heirs, executors, personal representatives, successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.
- 3. Entire Agreement. This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto.

	Specialized Public Finance, Inc.
	By: Managing Director
	By: Managing Director
	HAYS COUNTY, TEXAS
	Ву:
	Title:
	Date:
ATTEST:	
Title	

APPENDIX A

Fee Schedule:

Base Fee - Any Issue	\$	3,000	
Plus \$10.00 per \$1,000 up to	\$ 250,000 or a total of \$	5,500	for \$ 250,000 Bonds
Plus \$ 7.00 per \$1,000 next	\$ 250,000 or a total of \$	7,250	for \$ 500,000 Bonds
Plus \$ 5.00 per \$1,000 next	\$ 500,000 or a total of \$	9,750	for \$ 1,000,000 Bonds
Plus \$ 2.50 per \$1,000 next	\$ 1,500,000 or a total of \$	13,500	for \$ 2,500,000 Bonds
Plus \$ 2.25 per \$1,000 next	\$ 2,500,000 or a total of \$	19,125	for \$ 5,000,000 Bonds
Plus \$ 1.60 per \$1,000 next	\$ 5,000,000 or a total of \$	27,125	for \$ 10,000,000 Bonds
Plus \$ 1.15 per \$1,000 next	\$ 5,000,000 or a total of \$	32,875	for \$ 15,000,000 Bonds
Plus \$ 1.00 per \$1,000 next	\$ 5,000,000 or a total of \$	37,875	for \$ 20,000,000 Bonds
Plus \$ 0.50 per \$1,000 over	\$ 20,000,000		

The above charges shall be multiplied by 1.25 times for the completion of an application to a federal or state government agency or for the issuance of revenue bonds or refunding bonds, reflecting the additional services required.

The charges for ancillary services, including computer structuring and official statement printing, shall be levied only for those services which are reasonably necessary in completing the transaction and which are reasonable in amount, unless such charges were incurred at the specified direction of the Issuer.

The payment of charges for financial advisory services in Section I of the foregoing Agreement shall be contingent upon the delivery of bonds and shall be due at the time that bonds are delivered. The payment of charges for services described in Section II of the foregoing Agreement shall be due and payable in accordance with the mutual agreement therefor between SPFI and Issuer.

The Issuer shall be responsible for the following expenses, if and when applicable:

Bond counsel

Bond ratings

Computer structuring

Continuing Disclosure, as per Section III

Credit enhancement

Verification agent

Official statement preparation

Official statement printing

Paying agent/registrar/trustee

Travel related expenses related to ratings or credit enhancement, with prior approval

Underwriter and underwriters' counsel

Delivery, copy, conference call charges and other miscellaneous charges

The payment of reimbursable expenses that SPFI has assumed on behalf of the Issuer shall NOT be contingent upon the delivery of bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice therefor submitted by SPFI.

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 to authorize the County Judge and Special Counsel Mark Kennedy to negotiate and execute a contract with Haiff & Associates for surveying and engineering services for design of McGregor Lane (CR187) crossing of Barton Creek.

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

PREFERRED MEETING DATE REQUESTED: November 18, 2008

AMOUNT REQUIRED: \$133,000.00 total; approx. half of amount to be spent in FY2009

LINE ITEM NUMBER OF FUNDS REQUIRED: 438-5448

REQUESTED BY: Borcherding

SPONSORED BY: Ford

SUMMARY: See Attachment A: Proposed Scope of Services and Proposed Fee Summary;

Attachment B: Items not included in Proposal, including Holt Engineering's cost estimate for Geotechnical Investigation.

In September 2006, Halff and Associates completed the following reports on this project:

- Cultural Resource Survey
- Hydraulic Analysis
- Delineation Report for Waters of the United States
- Environmental Survey Report

It is our desire to continue the professional relationship with Halff and Associates on this project and enter design phase.

ATTACHMENT "A"

PROPOSED SCOPE OF SERVICES for McGREGOR LANE CULVERT IMPROVEMENTS HAYS COUNTY, TEXAS

PURPOSE

The purpose of this Proposed Scope of Services is to delineate the professional services that Halff Associates, Inc. (Engineer) and its Sub-consultants will provide to Hays County (County) for the development of Preliminary Design documents, PS&E documents, and other related or associated services outlined in this document for the McGregor Lane (CR 187) Culvert Improvements.

PROJECT DESCRIPTION

The project includes design of McGregor Lane/County Road 187 crossing over Barton Creek in Hays County, Texas. The project also includes the transitions to CR 187 at the south and CR 187 and Martin Road at the north side of the creek. The project limits begin on McGregor Lane approximately 500 linear feet south of the Barton Creek crossing, and continues north approximately 500 linear feet past the intersection of McGregor Lane and Martin Road, for a total roadway length of approximately 1,000 feet. The project will be developed under the following Tasks:

- Task 1: Schematic Alignment Selection
- Task 2: Complete Preliminary Design (50% design)
- Task 3: Develop Plans/Specifications and Estimates (PS&E) (90% design)
- Task 4: Final Plans, Specifications and Estimates (100% design)
- **Task 5:** Construction Administration

TASK 1: SCHEMATIC ALIGNMENT SELECTION

1.1 Schematic Alignment Selection

Halff Associates, Inc. will meet with Hays County staff to select an alignment based on the alternatives evaluated in the Preliminary Study for the Proposed Culvert Replacement at McGregor Lane. Halff will provide alternatives and preliminary opinion of construction costs from the study as needed to select an alternative.



TASK 2: COMPLETE PRELIMINARY DESIGN (50% Design)

Task 2 will begin after a roadway alternative is selected by the County from Task 1.

2.1 Utility Coordination

Engineer will identify conflicts between existing utilities in the project area and new facilities associated with the proposed project. The utility companies will be responsible for preparing design solutions for their affected utilities. Utility coordination will be coordinated through Hays County or directly with the utility companies. This task will include the following activities:

- 1. Each utility company will be contacted for plans showing the location of their existing and planned facilities.
- 2. Provide developed utility plans (hard copy and electronic) to utility companies at 50 and 90 percent complete stage, and at the final plan stage (100%) showing proposed improvements with all conflicts clearly identified.
- 3. Formally request solutions to mitigate the impacts to their facilities.
- 4. Coordinate with utility companies and obtain utility relocation designs and proposed relocation dates.

Deliverables:

- a. 50%, 90% and 100% plans to each utility (one 11" x 17" copy each)
- b. Telephone notes and/or meeting minutes from discussions with utility companies and agencies (one copy each).
- c. Copy of utility companies notification letters.

2.2 Surveying Services

Surveying services on the McGregor Lane Culvert Improvement project shall consist of various services related to the design of approximately 1,000 linear feet of roadway construction and the replacement of the existing culverts situated in Hays County, Texas.

1. Project Survey

- 1. Primary Control: Existing control established under the preliminary study phase will be utilized for additional survey requirements.
- 2. Land Surveying Services:
 - a. Design Surveys: Based upon the final centerline alignment, Surveyor will perform a design survey of additional topographic features to incorporate into the existing survey. Features will include:
 - i. Additional areas to be determined by the engineer.
 - ii. Surveyor will contact "One Call System" for the utility owners to mark their facilities in the project area. These markings will be



located in the design survey for use by the project designer. A record of contacts with the utility owners will be kept and passed on to the project designer. All visible and observable utilities will be located within the ROW.

iii. Locate soil borings and core holes if they are present at the time of the survey.

Deliverables:

- a. 2D and a 3D file will be included. The 3D file will contain the DTM and TIN files. These files will be delivered on a CD in Microstation electronic format.
- An ASCII file containing coordinates, elevation and description of each point will be included.

2.3 Geotechnical Engineering & Coordination

See Attachment "C" for detailed scope of services from Holt Engineering, Inc. In addition, Halff Associates will provide coordination needed with the Geotechnical Engineer for design and preparation of the construction documents.

2.4 Preliminary Design

This work product will require the development of preliminary design including preliminary roadway plan and profile, culvert replacement, channel plan and profile, and associated utility relocations. The design of the roadway will be in compliance with Hays County design criteria.

- 1. Prepare preliminary roadway plan and profile sheets to 50%.
- 2. Prepare preliminary drainage plans per Hays County Criteria Manual or as approved by the County.
- 3. Prepare preliminary traffic control and construction phasing plan.
- 4. Prepare preliminary estimate of probable construction cost.
 - a. Determine necessary easement and ROW requirements.

2.5 Review Comments Resolution and Notice To Proceed

A "notice to proceed" to start the next phase of the project will be acquired signalizing that Halff addressed all review comments and provided technical memorandum indication of how each comment was resolved.

TASK 2 Deliverables:

- a. Updated opinion of construction costs:
- b. 50% complete plans.



TASK 3: DEVELOP PLANS/SPECIFICATIONS AND ESTIMATES (PS&E) (90 % Design)

Verify that all comments from Task 2 have been resolved and incorporate into the plan documents as appropriate.

3.1 Document Development

- 1. Plan and profile sheets will be further developed including features such as roadway alignment, pavement widths, pavement and subgrade depths, normal cross-slope, super elevation, clear zone, side slopes, right-of-way, retaining walls (if needed), culvert layout, channel plan and profile, and erosion (channel stabilization) details.
- 2. Final drainage plans will be prepared per Hays County's requirements.
- 3. Signing And Pavement Marking Plan
 - a. Existing signing will be moved to temporary locations during construction and reset to new locations as part of the construction. New signs will be placed as required. Speed limit signs and their locations are to be determined by others. Signing quantities will be prepared at the 90% submittal.
 - b. Pavement markings will be designed in accordance with the Texas Manual on Uniform Traffic Control Devices and the Texas Department of Transportation Standard Details. Pavement markings will be shown for the entire length of the project on layout sheets. Pavement marking quantity fist will be prepared for the 90% submittal.

4. Traffic Control and Construction Phasing Plan

a. Traffic control plans will be prepared showing construction phasing to maintain traffic through the project. Typical cross sections showing staging methods will be shown on the drawings. Traffic control details showing special barrier locations, signing, and stage surfacing will be prepared. Construction staging plans delineating areas under traffic, under construction, under construction and traffic, and roadway obliteration will be prepared.

5. Quantity Summary Sheet

Engineer will prepare one quantity summary sheet listing the quantities determined for this project in table form. The table will list the bid code, estimated quantities, and pay unit.

- 6. Structural design plans will be prepared for any box culverts, retaining walls and/or splitter boxes should they be required. It is anticipated that box culverts, retaining walls and splitter boxes will utilize standard TxDOT detail sheets.
- 7. A project manual with County's boilerplate will be prepared including the bid proposal and specifications for the project construction using County's format.



- 8. A detailed quantity takeoff will be performed for a unit price bid. An engineer's estimate of the probable construction cost will be provided based on the quantity takeoff.
- 9. Upon completion of the design drawings, Engineer will submit the plans, specifications and engineering cost estimate to County for review.
- 10. A Stormwater Pollution Prevention (SWPP) Plan will be prepared (if necessary) to comply with Texas Commission on Environmental Quality (TCEQ) regulations in accordance with Texas Pollution Discharge Elimination System (TPDES) Permit No. TXR150000. The contractor will be responsible for constructing, administering, and maintaining the SWP3, as well as fulfilling all permit obligations under TCEQ. Engineer will prepare the Notices of Intent (NOis) and the necessary maintenance record forms. County and Contractor will be required to sign the NOI forms and maintain the SWPP Plan.
- 11. The proposed project is likely to have an affect on United States Jurisdictional Waters. An analysis of the linear feet of stream channel and acres of wetlands potentially affected would be required under Section 401 of the Clean Water Act, and the need for Best Management Practices and General Construction Permit will be assessed and coordinated with the TCEQ.
- 12. The proposed project qualifies for the US Army Corps of Engineers (USACE) Nationwide Permit (NWP) 14 for linear transportation projects. NWP 14 requires preconstruction notification (PCN) which includes a mitigation plan which will be provided by Halff Associates.
- 13. Landscape Plans

Designs of landscape features are not included in this scope.

14. Bridge Design Plans

Design of a bridge structure is not included in this scope.

3.2 Boundary Survey Services

- 1. This fee proposal includes the cost of preparing the parcel plats and field notes, to acquire right-of-way from a total of two (2) parcels, and four (4) permanent construction easements on adjacent properties. These will also be signed and sealed by a Texas Registered Professional Land Surveyor. Surveyor will also locate sufficient boundary information in order to meet minimum requirements per the Texas Board of Professional Land Surveying for casements.
- 2. An Abstract of Title research is required and will research the chain of title and any easements recorded during the last 25 years. This effort is included as part of the survey cost.



3.3 Review Comments Resolution and Notice To Proceed

A "notice to proceed" to start the next phase of the project will be acquired signalizing that Halff addressed all review comments and provided a technical memorandum indicating how each comment was resolved.

TASK 3 Deliverables:

- a. 90% Complete PS&E.
- b. Environmental Permits.
- c. Signed and scaled original of easement documents on letter size paper along with a Right-of-Way map. A digital copy in Microstation format will also be provided.
- d. Finalized Geotechnical Engineering Report.

TASK 4: FINAL PLANS, SPECIFICATIONS, AND ESTIMATES (100% Design)

Verify that all comments from Task 3 have been resolved and incorporate into the plan documents as appropriate.

4.1 Finalize Plans and Estimates

After incorporating County's comments, finalize PS&E (signed and sealed) for construction.

TASK 4 Deliverables:

- a. 100% Complete PS&E
- b. Final Updated Opinion of Costs
- c. Project Manual
- d. Electronic copy of Survey, PS&E, etc.
- e. Project Completion Memorandum
- f. Copy of Project File



TASK 5: CONSTRUCTION ADMINISTRATION

5.1 Bld Phase

- 1. Engineer will provide assistance to the County in responding to questions from contractors and prepare contract addenda as necessary.
- 2. Engineer will provide a tabulation and evaluation of bids received from contractors.
- 3. Engineer will provide the County with a written recommendation as to the "lowest responsive bidder".

5.2 Construction Support Services

- 1. Attend the pre-construction meeting with the County and Contractor as well as site meetings for construction. (One consultant representative will attend up to 6 meetings at 4 hours per meeting. Preparation and follow up for each site visit is included for 2 hours per meeting).
- Review and approve all shop drawing submittals.
- 3. Respond to all design clarifications and review additional field observations as necessary.

TASK 5 Deliverables:

- a. Provide telephone conversation logs and meeting minutes.
- b. Provide correspondence with County and contractors.
- c. Provide addenda support data.
- d. Provide written recommendation of "lowest responsive bidder"
- e. Provide site visit reports.
- f. Perform Final Walk-through and Punch List



PROPOSED FEE SUMMARY for McGREGOR LANE CULVERT IMPROVEMENTS HAYS COUNTY, TEXAS

I.	Task 1 - Schematic Alignment Selection	\$4,000.00
II.	Task 2 - Preliminary Design (50%)	, ,,
	2.1 Utility Coordination 2.2 Surveying Services	\$3,000.00
	2.3 Geotechnical Engineering & Coordination	\$5,000.00
	2.4 Preliminary Design	\$9,000.00 \$30,000.00
	Subtotal Task 2	\$47,000.00
III.	Task 3 - Plans, Specs & Estimates (90%)	
	3.1 Plan Development	\$38,000.00
	3.2 Boundary Survey	\$21,000.00
	Subtotal Task 3	\$59,000.00
IV.	Task 4 - Final Plans, Specs & Estimates (100%)	\$10,000.00
V.	Task 5 - Construction Administration	
	5.1 Bid Phase	\$3,000.00
	5.2 Construction Support Services	\$10,000,00
	Subtotal Task 5	\$13,000.00
	TOTAL FEE	\$133,000.00

The fees for Items I, II, III, IV, and V, established above, shall be considered lump sum fees unless otherwise noted. Our services will be invoiced monthly based on the percentage of work completed. Costs incurred will be carefully monitored during the progress of this project and the fees will not be exceeded without prior approval from Hays County.



ATTACHMENT "B" (Items not included in this proposal.)

- 1. Quality control and material testing services during construction
- 2. Gas, telephone, cable and/or electric design
- 3. Filing fees, permit fees
- 4. Traffic engineering report or studies
- 5. Construction staking
- 6. Review of Engineers certificates. The Design Professional shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Design Professional, increase the Design Professional's risk or the availability or cost of his or her professional or general liability insurance
- 7. Negotiations with adjacent property owners
- 8. Public Involvement other than what is noted in this scope



Attachment "C"

ENGINEERING, INC.

COMSTRUCTION IMPRECTION LABORATORY TESTING MATERIALS TESTING

10 March 2008

Halff & Associates, Inc. 1421 Wells Branch Parkway, Suite 104 Austin, Texas 78660

Attn: Mr. Shawn Bertram

CROTECHNICAL MACTHERS INC

POURDATION DESIGN

DRILLING & BAMPLIS

Re: Proposed Pavement Rehabilitation and Box Culvert

Hays County Road 187 (McGregor Lane)

Hays, Texas

Dear Shawn,

As per your request, we are providing a cost estimate for a Geotechnical Investigation at the above referenced site. It is our understanding due to flooding approximately 1,000 l.f. of roadway will be raised and box culverts will be installed. The purpose of the investigation is to determine subsurface soil conditions at the site and obtain samples for laboratory testing in order to provide pavement design recommendations for the roadway and foundation design for the proposed box culverts.

We plan to investigate the site by drilling, logging, and sampling four soil borings to depths of 6 feet to 25 feet each. Laboratory testing will be performed on selected samples and data obtained will be used to formulate foundation and pavement design recommendations. The cost for the above work will range from \$8,000.00 to \$8,600.00. Attached is a break down of the above costs. If these costs are satisfactory, please sign below and return a copy to us for our files.

We appreciate the opportunity to offer our services. If we can answer any questions concerning the above, please do not hesitate to call.

Sincerely,

Linda D. Holt, P.E.

Principal Engineer

Printed Name/Title

Authorized By	Date

2220 Barton Shyway * Austin, Texas * 78704 * Fr. (512) 447-8166 * Fex (512) 447-0052

GEOTECHNICAL INVESTIGATION FOR

PROPOSED PAVEMENT REHABILITATION HAYS COUNTY ROAD 187 HAYS, TEXAS

COST ESTIMATE:

1.	Rig Mobilization\$	450.00
2.	Drilling, Logging, and Continuous Sampling: Culvert Borings:	
	2 Borings @ 25 Ft./Ea:; 50 L.F. @ \$27.00/Ft	1350.00
	2 Borings @ 6 Ft./Ea: @ \$115.00/Ea	230.00
3.	Support/Water Truck: 2 Days @ \$135.00/Day	270.00
4.	Boring Layout & Locate Utilities:	
.,	3 Trips @ 3 Hrs./Trip; 9 Hrs @ \$65.00/Hr	585.00
5.	Traffic Control- Signs, Cones Flaggers, etc	2,500.00
6.	Plug Bore Holes & Disposai of Cuttings- 62 L.F. @ \$4.50/Ft	279.00
7	Laboratory Testing:	
Ť	8 Moisture Contents @ \$15.00/Ea.	120.00
	8 Atterberg Limits @ \$75.00/Ea	600.00
	8 Unconfined Compression Tests @ \$45.00/Ea	360.00
	8 Minus 200 Sieves @ \$30.00/Ea	240.00
	4 Unit Weights @ \$25.00 Ea.	100.00
	Subtotal	\$1,420.00
8.	Engineering Report with Foundation and Pavement Design	
	Recommendations	1,500.00



2220 Jartin Stywyg - Austin, Texas - 75704 - Ph. (512) 447-8166 - (512) 447-0852

TOTAL ESTIMATED COST......\$ 8,584.00

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

no later than <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 accept a grant award from the Bureau of Justice Assistance (BJA) for Bulletproof Vests in the amount of
\$22,597.50.
CHECK ONE: CONSENT X ACTION EXECUTIVE SESSION
□ WORKSHOP □ PROCLAMATION □ PRESENTATION
PREFERRED MEETING DATE REQUESTED: November 18, 2008
AMOUNT REQUIRED: \$22,597.50 - 50%
LINE ITEM NUMBER OF FUNDS REQUIRED: 01-381-2701
REQUESTED BY: Hauff
SPONSORED BY:
SUMMARY: Grant and matching funds will be used to purchase bulletproof vests for county
deputies, constables and other law enforcement officers. Bulletproof vests have to be replaced
every 5 years and each is custom fitted to the person. Total cost for the project is \$45,195.00.
Funding is available for 50% reimbursement of the vests purchased through September 30, 2010.
The grant application to the BJA, U.S. Department of Justice was approved by the
Commissioners Court on April 15, 2008.
No contract is attached, as acceptance is done electronically. Award notice and summary of
award funding is included.

DESCRIPTION OF Item: Authorize the County Judge to accept a grant award from the Bureau of Justic Assistance (BJA) for Bulletproof Vests in the amount of \$22,597.50.
PREFERRED MEETING DATE REQUESTED: November 18, 2008
COUNTY AUDITOR
Typically Requires 1 Business Day Review
AMOUNT AND FUND LINE ITEM NUMBER \$22,597.50 01-381-2701
COUNTY PURCHASING GUIDELINES FOLLOWED:N/A
PAYMENT TERMS ACCEPTABLE: N/A
COMMENTS:In order to purchase all of the vests in this year we will need to budget an additional
\$9,419.
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:

Margaret Buentello

From:

owner-bvp-list@ojp.usdoj.gov on behalf of BVP [bvp@usdoj.gov]

;

Sent:

Wednesday, October 29, 2008 7:36 AM

To:

BVP-list

Subject:

Bulletproof Vest Partnership FY 2008 Awards

The Bureau of Justice Assistance (BJA) is pleased to inform you that your agency will receive an award under the Fiscal Year (FY) 2008 Bulletproof Vest Partnership (BVP) solicitation. These funds have been posted to your account in the BVP system. For questions regarding the BVP Program or your award, please do not hesitate to contact the BVP Help Desk at vests@oip.gov.

A complete list of FY 2008 BVP awards is available at:

http://www.ojp.usdoj.gov/bvpbasi/

The FY 2008 award funds may be used for National Institute of Justice (NIJ) compliant armored vests which were ordered on or after April 1, 2008. The deadline to request payments from the FY 2008 award funds is September 30, 2010, or until all available 2008 awards funds have been requested.

Thank You.

BVP Program Support Team

Eileen M. Garry
Deputy Director
Bureau of Justice Assistance
U.S. Department of Justice

Darius LoCicero
Division Chief, Special Projects
Bureau of Justice Assistance
U.S. Department of Justice

Joseph Husted Payments Program Analyst Bureau of Justice Assistance U.S. Department of Justice Аррисацон Details

1.43

Section Status > Current Status > Application Details

OMB #112 (Expires: 10/31

Application Profile

Jurisdiction's Vest Replacement Cycle:

5 Years

Unspent BVP Funds Obligated for Vest Purchases: \$0.00

Emergency Replacement Needs:

Application Details

Extended Cost Tax Shipping and Handling Total Cc NIJ# Quantity Unit Price SE012 69 \$655.00 \$45,195.00 \$0.00 \$45,19

Grand Totals \$45,195.00 69

\$0.00 \$45,19

Approved By BVP

Award Summary for FY2008 Regular Fund

Date Approved Eligible Award Status Funds Type Amount

Regular Fund \$45,195.00 \$22,597.50 10/28/08

> **Grand Totals:** \$45,195.00 \$22,597.50

Return

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

Discussion and possible action to authorize the County Judge to execute an Interlocal Cooperation Agreement with the City of San Marcos to facilitate the expenditure of Texas Parks and Wildlife grant funds on the San Marcos Springs econotion Park

Conservation Pa	rk.		
CHECK ONE:	☐ CONSENT ■ACTION	☐ EXECUTIV	/E SESSION
	17.50	CLAMATION	☐ PRESENTATION
PREFERRED ME	ETING DATE REQUESTED: N	ovember 18, 2008	
AMOUNT REQU	RED: N/A		
LINE ITEM NUM	BER OF FUNDS REQUIRED: N	I/A	
REQUESTED BY			
SPONSORED BY:			
	May of 2005, the County execute		
	os and Texas State University to for the protection and enhanceme		
	006 the Commissioners Court at		
Marcos and the N	ature Conservancy relating to the	ne acquisition of t	this land, now known as the
	gs Conservation Park, by the City e funding for the project.	y of San Marcos.	The County agreed to both
grant from the To	ded \$700,000 from the first issuan exas Parks and Wildlife Departn ecure additional funding. The gr	nent (authorized	by Commissioners Court on

to the County and accepted through Court action on April 17, 2007.

The Interlocal Cooperation Agreement will facilitate expenditure of the funds awarded to the County for the acquisition/development on the property owned by the City of San Marcos, in relation to the partnerships created and described above.

INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN HAYS COUNTY, TEXAS AND THE CITY OF SAN MARCOS, TEXAS

This Interlocal Cooperation Agreement is made and entered into by and between HAYS COUNTY, TEXAS, a political subdivision of the State of Texas, acting by and through its Commissioners' Court (hereinafter "Hays County"), and THE CITY OF SAN MARCOS, TEXAS, a political subdivision of the State of Texas, acting by and through its City Council (hereinafter "City of San Marcos").

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WHEREAS, this Agreement is entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code:

WHEREAS, on July 25, 2006, Hays County Commissioners' Court approved a resolution authorizing the submission of an application to the Texas Parks and Wildlife Department for the purpose of participating in the Land and Water Conservation Fund Grant Program (hereinafter "LWCF Program") for the San Marcos Springs Conservation Park;

WHEREAS, San Marcos Springs is 251 Acres of natural lands just outside the City of San Marcos' city limits within Hays County, and the San Marcos Springs Conservation Project (hereinafter "Project") is a plan to develop a significant protected area along the San Marcos River watershed;

WHEREAS, the Project includes 251 acres by purchased to develop San Marcos Springs Conservation Park located north of the City of San Marcos. The proposed development includes. Walkhike trail, nature trail, Xeriscape demonstration garden, benches, scenic overlook with interpretive map, wildlife observation areas, night time outdoor classroom comprising benches set in a classroom setting, trailhead, wetland viewing station with interpretive signs, klosk with interpretive signs and program signage. The Hays County parks and the City of San Marcos are working cooperatively to develop parkland through preserving the natural conditions along waterways of the area.

Deleted:

WHEREAS, Hays County and the City of San Marcos desire to enter into this Agreement for the purpose of fulfilling and implementing the Project and to cooperate in the administration of the LWCF Program as it will be beneficial to the citizens of both Hays County and the City of San Marcos.

WHEREAS, Hays County and the City of San Marcos, as units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain governmental functions and services, including parks and recreation, planning, administrative functions, and public health and welfare.

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NOW THEREFORE, in consideration of the mutual covenants and considerations contained herein, Hays County and the City of San Marcos promise and agree as follows:

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pt. Font color: Black

I. PURPOSE AND DUTIES

Hays County and the City of San Marcos jointly agree to participate in the LWCF Program. To facilitate the development of the Project, Hays County will serve as the Sponsor for the LWCF Program, San Marcos Springs Conservation Park, Project Number 48-001069, and the City of San Marcos will be a co-participant in the LWCF Program with Hays County. Hays County hereby certifies that it is the

designated Sponsor for the receipt of the LWCF Program funds and will execute all documents required pursuant to the LWCF Program in order to receive said funds on behalf of both parties. The City of San Marcos hereby certifies that it approves the appointment of Hays County as the designated Sponsor and it consents to Hays County executing the requisite documents necessary to receive said LWCF Program funds on behalf of both parties.

Hays County and the City of San Marcos agree that all funds received by Hays County in its capacity as designated Sponsor shall be used toward development of the Project as approved for use of LWCF Program funds. The City of San Marcos agrees to submit all required documentation to Hays County relating to its eligible and available Project reimbursement billings. Upon receipt of LWCF Program funds, Hays County shall remit current funds to the City of San Marcos based upon these eligible and available Project reimbursement billings.

Under the LWCF Program guidelines, certain conditions are in place to ensure the continued operation and maintenance of fund-assisted sites, along with protection of the property for outdoor recreation in perpetuity. With the execution of this Agreement, Hays County and the City of San Marcos agree to comply with all terms and conditions of the LWCF Program, specifically those guidelines and conditions as set forth in the *General Provisions*, attached hereto and incorporated herein as Exhibit "A."

Hays County and the City of San Marcos agree that all properties acquired, developed, and improved with federal LWCF Program assistance will be operated for public outdoor recreation purposes in compliance with the provisions of the Land and Water Conservation Fund Act of 1965, 16 U.S.C. §§ 460/-4 through 460/-11.

II. PROJECT ACTION PLAN

To ensure compliance of both parties with the LWCF Program, Hays County and the City of San Marcos have implemented a Project Action Plan, attached hereto and incorporated herein as Exhibit "B," which sets forth Project activities and time frames for completion of each activity. Hays County, as designated Sponsor, will supervise said Project Action Plan. The City of San Marcos agrees to timely submit to Hays County the required documentation according to said Project Action Plan.

III. GENERAL PROVISIONS

This Agreement contains the entire agreement of the parties and supersedes any and all other agreement or understanding, oral or written, whether previous to the execution hereof or contemporaneous herewith, regarding the specific matters contained herein.

Hays County and the City of San Marcos may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing and signed by a duly authorized representative of both counties. Hays County and the City of San Marcos may, in its discretion, amend this Agreement to conform with federal, state, and local governmental guidelines, policies and procedures as deemed necessary.

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas and the laws, rules and regulations of Hays County, Texas.

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This Agreement shall commence on the date following approval by the Commissioners Court of Hays County and the City Council of the City of San Marcos, and shall automatically renew annually until completion of the Project. Both Hays County and the City of San Marcos have absolute authority to

terminate this agreement at any time with thirty (30) days notice to the other.

The Honorable Susan Narvaiz Mayor

EXHIBIT A LOCAL PARK GRANT PROGRAM LAND AND WATER CONSERVATION FUND GENERAL PROVISIONS

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Revised February 2008

Definitions

- A. The term "Department" as used herein means the Texas Parks & Wildlife Department or any representative delegated authority to act on behalf of the Department.
- B. The term "Project" as used herein means a single project which is the subject of this project agreement.
- C. The term "Sponsor" as used herein means the political subdivision which is party to the project agreement.
- D. The term "LPGP" as used herein means the Local Park Grant Program.
- E. The term "LWCF" as used herein means the Land and Water Conservation Fund.
- F. The term "Manual" as used herein means the Local Park Grant Programs Manual.

II. Continuing Assurances

- A. The parties to the project agreement specifically recognize that receipt of program assistance creates an obligation to maintain the property described in the project agreement consistent with the Manual, and the following requirements:
- B. The sponsor agrees that the property described in the project agreement and in the dated project boundary map made part of that agreement is being acquired or developed with program assistance, and that it shall not be converted to other than public recreation use but shall be maintained in public recreation in perpetuity, or for the term of the lease in the case of leased property.
- C. The sponsor agrees that the benefit to be derived by the State of Texas from the full compliance by the sponsor with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreation facilities and resources which are available to the people of the State, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this agreement.
- D. The sponsor agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by the Retention, Operation & Maintenance Responsibilities guidelines of the Manual.
- E. The sponsor agrees that a permanent record shall be kept and available for public inspection to the effect that the property described in the scope of the project agreement, and the dated project boundary map made part of that agreement, has been acquired or developed with program assistance and that it cannot be converted to other than public recreation use.

F. Nondiscrimination

The sponsor shall comply with Title VI of the Civil Rights Act of 1964, which in part,

- prohibits discriminatory employment practices resulting in unequal treatment of persons who are or should be benefiting from the grant-aided facility.
- 2. prohibits discriminating against any person on the basis of residence.

III. Project Assurances

A. Applicable Circulars

The State shall comply with applicable regulations, policies, guidelines and requirements including State Uniform Grant and Contract Management Act of 1981 (Revised 2/22/90), Federal Office of Management and Budget Circulars A-102 (Uniform administration requirements for grants-in-aid to State and Local governments), OMB A-87 (Cost principles applicable to grants and contracts with State and Local governments), and TRACS (Texas Review and Comment System) as they relate to the application, acceptance and use of State funds for grant assisted projects.

It is the responsibility of the grant sponsor to have a Single Audit done annually according to the Texas Single Audit Circular for state funded projects and according to OMB Circular A-133 for federally funded projects. A copy of this audit must be furnished to the Department when completed.

B. Project Application

- The application for state assistance bearing the same project name as the agreement and associated documents is by this reference made a part of the agreement.
- 2. The sponsor possesses legal authority to apply for the grant and to finance and construct the proposed facilities. A resolution or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the sponsor to act in connection with the application and to provide such additional information as may be required.
- The sponsor has the ability and intention to finance the non-State share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

Project Execution

- The project period shall begin with the date of approval by the Parks and Wildlife Commission and shall terminate at the
 end of the stated or amended project period unless the project is completed or terminated sooner, in which event the
 project period shall end on the date of completion or termination.
- The sponsor will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
- 3. The sponsor will require the facility to be designed to comply with the minimum requirements for accessibility for the handicapped in conformance with the Texas Architectural Barriers Act (Article 9102 Texas Civil Statutes), and the Americans with Disabilities Act of 1990 (PL 101-336). The sponsor will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
- The sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all Federal, State, and local laws and regulations.
- In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the sponsor shall bring the project to the point of recreational usefulness agreed upon by the sponsor and the Department.
- The sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications.
- The sponsor shall furnish quarterly progress status reports to the Department beginning with the date of Parks & Wildlife Commission approval.
- The sponsor will comply with the provisions of: Executive order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; Executive Order 11990, relating to the protection of wetlands; and the Flood Disaster Protection Act of 1973 (P.L. 93-234) 87 Stat. 975.
- 9. The sponsor will assist the Department in its compliance with the Texas Antiquities Code (Revised 9//87) by
 - (a) consulting with the Texas Antiquities Committee on the conduct of investigations, as necessary, to identify properties listed or eligible for listing as State Archeological Landmarks, and to notify the Department of the existence of any such properties, and by
 - (b) complying with all requirements established by the Department to avoid or mitigate adverse effects upon such properties.

D. Construction

Construction by the sponsor shalf meet the following requirements:

- Contracts for construction must be in compliance with the Local Government Code (http://blo2.tlc.state.tx.us/statutes/lg.toc.htm) Chapter 252 (for municipalities), Chapter 262 (for counties), and Chapter 375 (for municipal utility districts). Copies of all advertisements, bids and a copy of the contract shall be provided to the Department.
- The sponsor shall inform all bidders on contracts for construction that program funds are being used to assist in construction.
- Written change orders shall be issued for all necessary changes in the facility being constructed. Such change orders shall be submitted to the Department for review and, if approved, shall be made a part of the project file and should be kent available for audit
- 4. The sponsor shall incorporate, or cause to be incorporated, into all construction contracts the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender or national origin.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246, as amended (3 CFR 169 (1974), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contract will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Conflict of Interests

- No official or employee of the State or local government who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract.
- No person performing services for the State or local government in connection with this project shall have a financial or
 other personal interest other than his employment or retention by the State or local government, in any contract or
 subcontract in connection with this project. No officer or employee of such interest is openly disclosed upon the public
 records of the State, and such officer, employee or person has not participated in the acquisition for or on behalf of the
 Participant.

F. Project Costs

Project costs eligible for assistance shall be determined upon the basis of the criteria set forth by the Manual.

G. Project Administration

The sponsor shall promptly submit such reports and documentation as the Department may request.

H. Retention and Custodial Requirements for Records

- Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years after final payment; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
- 2. The retention period starts from the date of the final expenditures report for the project.
- 3. Microfilm copies are authorized in fieu of original records.
- 4. The Department, State Comptroller of Public Accounts, State Auditors Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the sponsor which are pertinent to a specific project for the purpose of making audits, examinations, excerpts and transcripts.

Project Termination

- The Department may temporarily suspend program assistance under the project pending corrective action by the sponsor or pending a decision to terminate the grant by the Department.
- The sponsor may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the sponsor only by mutual agreement with the Department.
- 3. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
- 4. The Department or sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The sponsor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the sponsor for the State share of the non-cancelable obligations, property incurred by the sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the sponsor and the Department, or that all funds provided by the Department be returned.

J. Noncompliance

In the event that the sponsor does not comply with provisions as set forth in the grant project agreement and the Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:

- 1. The Department may withhold payment to the sponsor,
- 2. The Department may withhold action on pending projects proposed by the sponsor,
- If the above actions do not achieve program compliance, the Department may involve the State Attorney General's Office, pursuant to Section 24 of the Parks & Wildlife Code.

EXHIBIT B PROJECT ACTION PLAN

January 25, 2007:

Approval of Funding by Texas Parks and Wildlife - 3 year contract

Through June 2007:

County to hire Project Administration

Through December 2007:

City to purchase property

Through June 2008:

County to hire Design Team for project

Through December 2008:

City and County to cooperate in design of project

Project Design Complete Construction bid award and start of construction

Through June 2009:

Construction of Park

January 2010:

Project completion

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 to accept donation of .81 acres of real property from Randy Lawrence and to request special counsel to prepare the Deed.

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

PREFERRED MEETING DATE REQUESTED: November 18, 2008

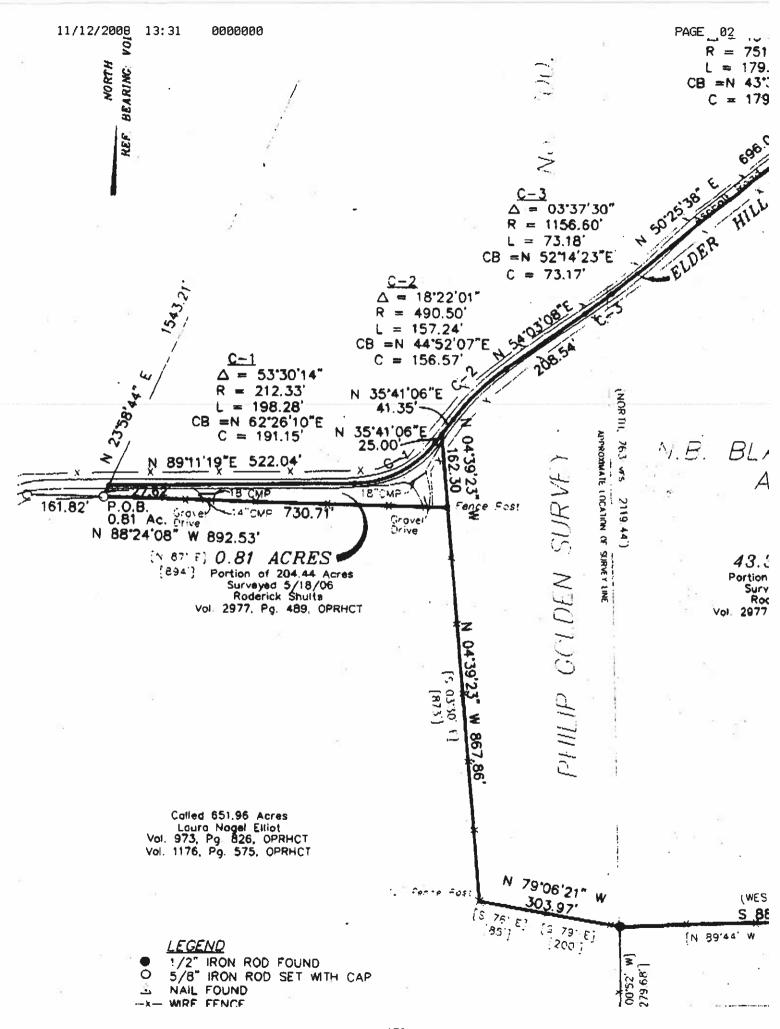
AMOUNT REQUIRED: na

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY: See attached Plat and Description of property by Staudt Surveying. This property encompasses land from fence/property line to center of roadway at a critical curve on Elder Hill Road (CR170). We anticipate this land will be beneficial to County improvements to Elder Hill Road in years ahead.



Hays County Control on Residen Resident Corm

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 Purchasing Department to advertise a Request for Proposal for the Hays County Road Bond Program Project Manager.

CHECK ONE:

CONSENT

X ACTION

EXECUTIVE SESSION

WORKSHOP

PROCLAMATION

PRESENTATION

PREFERRED MEETING DATE REQUESTED: November 18, 2008

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Barton

SPONSORED BY: Barton

SUMMARY: Passage of the Hays County Road Bonds now requires that we quickly develop a plan for implementing the work. The first step would be to select a Management Firm to oversee and coordinate the road projects, other than the Pass Through Roads that are managed by Prime Strategies, Inc.

1508 S. Lamar Blvd, Austin, Texas 78704 512.445.7074 Main 512.445.7064 Fax

Prime Strategies, Inc.

Memo

To: Commissioner Jeff Barton, Hays County

Theresa Schwartz, Hays County

From: Mike Weaver, Prime Strategies, Inc.

CC: Cindy Maiorka, Hays County

Date: 11/12/2008

Re: Road Bond Management - RFP

As requested, please find attached the final draft of the Request for Proposal for the Hays County Road Bond Program for Commissioners Court consideration. If you have any questions, please contact me.

REQUEST FOR PROPOSALS FOR ROAD BOND PROGRAM

PROGRAM MANAGER

HAYS COUNTY

RFQ #2008-P

GENERAL CONDITIONS

- 1. Hays County will be accepting sealed proposals for furnishing the services set forth in this Request for Proposal.
- 2. Proposals received in the County Purchasing office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Hays County is not responsible for lateness of mail, carrier, etc.
- 3. Proposals may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by offer or guaranteeing authenticity.
- 4. The County is exempt; therefore tax must not be included in this offer.
- 5. The proposer agrees if this proposal 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.
- 6. The County reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities in the best interest of the County. The County further reserves the right to negotiate, discuss and/or interview those vendors considered to be responsive.
- 7. Proposals will be received and publicly opened at the location, date and time stated herein. Only the names of the proposers will be read at that time. Proposers, their representatives, and interested persons may be present.
- 8. By submitting a proposal, the proposer certifies that he has fully read and understands the "Request for Proposal" and has knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.
- 9. The proposer shall furnish any additional information as Hays County may require.
- 10. Invoices shall be sent directly to the Hays County's Auditor Office, 111 E. San Antonio St., Suite 100, San Marcos, Texas 78666.

- 11. This proposal, when properly accepted by Hays County, shall constitute a contract equally binding between the successful proposer and Hays County.
- 12. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
- 13. Hays County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services.
- 14. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. Addenda will be mailed to all that are known to have received a copy of this request for proposal. Proposers shall acknowledge receipt of all addenda.
- 15. Proposals are due no later than 2:00 p.m., December 10, 2008 in the Hays County Purchasing Office, to the attention of Cindy Maiorka, 111 E. San Antonio St., Suite 101, San Marcos, Texas 78666.

REQUEST FOR PROPOSALS FOR PASS ROAD BOND PROGRAM

PROGRAM MANAGER

Hays County, Texas

RFQ #2008-P09

Overview

Hays County successfully passed a Road Bond election on November 4, 2008. The Road Bond Program included a number of roadway projects recommended by the Bond Advisory Committee and Commissioners Court in addition to the County's TxDOT Pass Through Financing Program projects. The proposed projects include improvements to both State and local roads. Activities under this contract would not include design and survey services by the Prime Firm or any of their subcontractors. This proposal does not include the County's TxDOT Pass Through Financing Program projects. All work under this contract will be performed on behalf of Hays County in accordance with all applicable County, State, and TxDOT procedures and regulations.

The proposed work includes providing Program Management activities for the Hays County Road Bond Program. These activities will include, but will not be limited to:

- 1.Identify specific program activities and prepare bond program organizational and management documents.
- 2. Meet with Commissioners and identify priority projects.
- 3. Develop updated cost estimates and implementation schedules for priority projects.
- 4. Work with the County financial advisor to determine the appropriate dollar amount for the first bond issue including, as necessary, materials for the official statement and bond rating agencies.
- 5. Prepare Request for Qualifications (RFQ's) for project consultants and other professional services.
- 6.Request qualification statements from engineering firms for design services, and from other service providers, as necessary.
- 7.Pre-qualify firms for review and consideration by the Commissioners Court for the road improvement projects and related activities.
- 8.As appropriate, develop/manage a new public information website focusing on the overall

bond program and Phase One (priority) improvement program.

- 9. Coordinate, produce, and implement public information strategies for the complete transportation project and for each of the road construction components. This would include items such as an overall identify for the county project (complete with county logo and graphic treatments), creation of a full-project multi-media presentation, regular newsletters, targeted project presentations, seminars, town meetings, trade show exhibits, school exhibits, library exhibits, educational materials, website materials (updates, as well), maps, informational pieces keyed to each road project, graphics and other exhibits, as needed.
- 10. Assist the County Auditor in developing the financial procedures, programs, and support documents to manage and monitor the bond program.
- 11.Develop and/or modify standardized professional service and construction contracts for bond program activities.
- 12. Coordinate County Commissioners and key construction management and construction personnel appearances and presentations to elected officials, governmental bodies, Capital Area Metropolitan Planning Organization (CAMPO), service organizations, chambers of commerce, neighborhood groups, school groups, various citizen groups, church groups, etc.
- 13. Coordinate and schedule ground-breaking activities, milestone presentation announcements and press conferences within the affected areas, or in a particular city or specific focus area. This would include the design, scripting and production of materials and exhibits for the individual meetings.
- 14. Serve as the media conduit, media clearinghouse and initial media contact for the county road project. This task would serve the management team as well as each of the individual contractors who are asked to be available for or to provide information to area, local or state media. This is a service we can offer the engineers and contractors to make the best presentation of their particular project, interface with the community or manage difficulty in the field.
- 15.Plan meetings, design programs and fully execute neighborhood notifications to the area, the affected cities, etc. through personalized invitations, telephone contact or other means that would insure proper notification to promote full citizen involvement.
- 16.Design, create, and erect all project signage for all of the county and state road projects in the county.
- 17. Assist the Right-of-Way Acquisition agents, as necessary, in the coordination of acquisition services and the timely acquisition of right-of-way for road bond projects and state highways. This would include providing preliminary cost estimates and a priority acquisition schedule.
- 18. Coordinate and assist in Environmental Permitting and develop a comprehensive context sensitive solution and mitigation program for County road bond projects. Coordinate

environmental activities with design engineers, project permitting, route/alignment issues, and right-of-way acquisition.

- 19.Provide engineering program activities related to establishing the systems and procedures to implement the design and construction of road bond projects, including:
 - 1.Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.
 - 2.Prepare a Master Schedule for the Road Bond Program, including planning activities, design, right-of-way acquisition and construction phases. The Master Schedule will be updated monthly throughout the duration of the Program.
 - 3.Develop and maintain a filing system to include program management materials, planning documents, design documents, right-of-way documents, and bid documents.
 - 4. Develop Bond Program Standard Procedures Manual.
 - 5. Develop Bond Program Standard Forms.
 - 6.Develop Bond Program Engineering Design Criteria.
 - 7. Develop Bond Program Plan Preparation Criteria.
 - 8.Develop Bond Program Standards for CADD and CADD procedures.
 - 9.Review available Standard Detail sheets for County road projects, and revise, as necessary. Create new Standard Detail sheets, as needed.
 - 10.Review available Construction Specifications from the County Engineer's Office and revise, as necessary. Create new Construction Specifications, as needed.
 - 11.Review available Williamson County Bid Package Documents and revise, as necessary.
- 20.Manage the Geotechnical Investigations and develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations. This would include providing and/or reviewing pavement design for all county road projects.
- 21. Provide expert witness assistance in right-of-way acquisition cases and other technical assistance, as required, in legal matters relating to the Bond Program activities.
- 22. Manage and oversee design and survey firm activities, including:
 - 1. Aerial photography
 - 2.Benchmark and project control data.
 - 3. Profile of existing structures, right-of-way, driveways, drainage channels, and utilities.
- 23. Manage and oversee the preparation of final engineering design activities, including:
 - 21648.Prepare scope of work for each road project.
 - 21649. Prepare independent engineering fee estimate for each project.
 - 21650.Negotiate contract with selected firms.
 - 21651. Conduct Kick-off meeting with project firm/team.
 - 21652.Perform design reviews in accordance with a Bond Program Procedures Manual.
 - 21653. Review invoices.
 - 21654. Conduct Progress meetings, as needed.

21655.Provide Project Close Out, including obtaining and filing final As-Built plans received from Contractor, once project construction is completed.

- 24. Conduct, as necessary, a constructability review and provide a value engineering service for projects outside of scope and budget.
- 25. Provide bid phase services in preparation for construction, including, but not limited to:
 - 21196. Assist in preparing Bid Documents.
 - 21197. Assist in Advertisement of road project.
 - 21198.Prepare and distribute Addendums, as necessary.
 - 21199.Conduct a Pre-Bid meeting.
 - 21200. Conduct a tabulation and evaluation of bids and contractors.
 - 21201.Recommend a contract award

Qualifications Desired

Demonstrated competence and qualifications will be a major consideration in the evaluation process. In your proposal, please provide information about your firm, also include a list of business references and be sure to include name, address, e-mail address (if available), phone and fax numbers.

Scope

This "Request for Proposal" is for providers to provide any or all of the above outlined services for the overall Road Bond Program. To be considered, a provider (or subprovider(s) proposed on a team) may utilize the TxDOT pre-certified work category(s) to demonstrate competency and experience in performing similar work. Specific projects and similar work may be used to demonstrate experience in providing similar program management services.

If team pre-qualifications are submitted, the selected prime provider must perform a minimum of 50% of the actual contract work. Providers will be evaluated on the proposal, including the project approach and understanding, as well as the statement of qualifications including staff capability/experience and similar project-related experience of the proposed project manager(s) and team members if proposed as a team.

Format for Proposal

The Proposal is limited to fifteen (15) 8 ½ x 11 pages, 12 pitch font size, single sided, including an organizational chart containing the names, addresses, telephone, fax numbers, and

e-mail addresses for the prime provider and any sub-providers if proposed for the team and their contract responsibilities by work category; confirmation agreement of proposed team individuals to perform the identified contract responsibilities if the team is selected; the prime provider's proposed project manager(s) and key personnel proposed; team or firm capabilities; special project related experience; project related experience performed since Tx Dot pre-certification; and other pertinent information addressed in the notice, including references for related projects. References must include client contract information (address, telephone, name, and fax number).

The Proposal should incorporate the least amount of plastic/laminate or other non-recyclable binding materials. Supporting attachments and/or appendices (related project graphics, resumes, etc.) are not included in the fifteen-page limit, but should be conservative in their inclusion. One (1) original (marked as such) and six (6) copies are required for submission, plus a copy of the proposal on CD.

Contact: Request for additional information regarding this notice of invitation should be addressed to:

Cindy Maiorka CPPB Purchasing Manager 512-393-2273 Phone 512-393-2276 Fax cindym@co.hays.tx.us

Commissioner Will Conley 512-393-2224 (San Marcos Office) 512-847-3159 (Wimberley Office) Theresa Schwartz
Hays County, Precinct 2
512-262-2091 Phone
512-268-1250 Fax
Theresa.schwartz@co.hays.tx.us

REQUEST FOR PROPOSAL FOR ROAD BOND PROGRAM

PROGRAM MANAGER

Hays County, Texas

RFQ #2008- P

Evaluation Criteria

Proposals to be ranked according to the criteria outlined below. Awarding of the contract will be made by the Hays County Commissioners' Court.

<u>Criteria</u>	<u>Points</u>	
Project Manager Qualification & Experience	35	
Project Approach & Understanding	40	
Prime Firm Qualifications & Relevant Experience	15	
Subcontractors' Qualifications & Relevant Experience	ce 10	

Proposal Submitted

Proposals must be submitted in a sealed envelope clearly marked "Proposal For Road Bond Program" and addressed to Hays County Purchasing Office, attn: Cindy Maiorka, 111 E. San Antonio St., Suite 101, San Marcos, Texas 78666.

Proposals must be delivered no later than 2:00 p.m., Wednesday, December 10, 2008. Direct questions concerning this RFP to Cindy Maiorka, Purchasing Manager, at 512-393-2273. Hays County is an Affirmative Action and Equal Opportunity Employer.

Please submit one (1) original and six (6) copies, plus a copy of the proposal on CD.

Hays County Confgination Resident 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 to authorize the County Judge to execute the attached Professional Services Agreement between CP&Y, Inc. and Hays County and between URS/LopezGarcia Group and Hays County.

CHECK ONE:

CONSENT

X ACTION

EXECUTIVE SESSION

WORKSHOP

PROCLAMATION

PRESENTATION

PREFERRED MEETING DATE REQUESTED: November 18, 2008

AMOUNT REQUIRED: \$1,839,345.60/\$578,508.96

LINE ITEM NUMBER OF FUNDS REQUIRED: Part of the \$19.5 Million Revenue Bonds

approved on February 12, 2008.

REQUESTED BY: Barton/Ingalsbe

SPONSORED BY: Barton/Ingalsbe

SUMMARY: On September 30, 2008 the Court authorized Prime Strategies, Commissioner

Barton and special counsel's office to prepare contracts with CP&Y, Inc. and URS/LopezGarcia

Group for professional engineering services on those portions of the Pass Through Financing partnership roads known as Interstate 35 Phase 2A and Phase 2B. (Minutes Attached)

DESCRIPTION OF Item: Authorize the County Judge to execute the attached Professional Services Agreement between CP&Y, Inc and Hays County and Between URS/LopezGarcia Ground Hays County.
PREFERRED MEETING DATE REQUESTED: November 18, 2008
COUNTY AUDITOR
Typically Requires 1 Business Day Review
AMOUNT AND FUND LINE ITEM NUMBER \$1,839,345.60/\$578,508.96 51-679-5621
COUNTY PURCHASING GUIDELINES FOLLOWED: Yes
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:

HAYS COUNTY COMMISSIONERS' COURT MINUTES



VOLUME T PAGE 874

SEPTEMBER 30, 2008

25596

APPROVE A DRIVEWAY VARIANCE AT 350 JENNIFER LANE IN ROLLING OAKS SUBDIVISION [T1-128]

RPTP Director Jerry Borcherding gave staff recommendation for approval. A motion was made by Commissioner Ford, seconded by Commissioner Barton to approve a driveway variance at 350 Jennifer Lane in Rolling Oaks. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

25597

ACCEPT FISCAL SURETY IN THE AMOUNT OF THIRTY-FIVE THOUSAND, ONE HUNDRED AND ELEVEN DOLLARS IN UNITED STATES CURRENCY (\$35,111.00 USD) FOR CONSTRUCTION OF A SEWER FORCE MAIN IN SAWYER RANCH ROAD IN HAYS COUNTY, WHICH IS RELATED TO COMMERCIAL DEVELOPMENT AT THE SHOPS AT HIGHPOINTE [TI-150]

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to accept fiscal surety in the amount of 35,111 for construction of a sewer force main in Sawyer Ranch Road in Hays County, which is related to commercial development at the Shops at Highpointe. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

25598

AUTHORIZE THE HAYS COUNTY PERSONAL HEALTH DEPARTMENT TO PROVIDE FLU SHOTS TO HAYS COUNTY EMPLOYEES, INSURED RETIREES, AND DEPENDENTS WHO ARE COVERED BY HAYS COUNTY HEALTH INSURANCE AT NO COST [T1-160]

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to authorize the Hays County Personal Health Department to provide flu shots to Hays County Employees, Insured retirees, and dependents who are covered by Hays County Health Insurance at no cost. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

25599

AUTHORIZE THE COUNTY JUDGE TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF BUDA RELATING TO THE REGULATION OF SUBDIVISION PLATS AND RELATED PERMITS IN THE CITY'S ETJ AS REQUIRED BY HB 1445, 77TH LEGISLATURE (2001), CODIFIED AT CHAPTER 242 OF THE LOCAL GOVERNMENT CODE [T1-215]

Special Counsel Mark Kennedy spoke of agreements with cities relating to subdivision plats – they will collect fees for the county. Changes will need to be made when the new county regulations are adopted. He spoke of Article 3 (pg 4) and Section K. A motion was made by Commissioner Barton, seconded by Judge Sumter to authorize the County Judge to sign an Interlocal Agreement with the City of Buda relating to the regulation of Subdivision plats and related permits in the City's ETJ as required by HB 1445, 77th Legislature (2001), codified at Chapter 242 of the Local Government Code. All voting "Aye". MOTION PASSED

25600

AUTHORIZE PRIME STRATEGIES, INC. AND COMMISSIONER BARTON TO WORK WITH SPECIAL COUNSEL'S OFFICE TO PREPARE CONTRACTS WITH A TEAM LED BY LOPEZGARCIA GROUP/URS, AND A TEAM LED BY CP&Y, INC., FOR PROFESSIONAL ENGINEERING SERVICES ON THOSE PORTIONS OF THE PASS THROUGH FINANCING PARTNERSHIP ROADS KNOWN AS INTERSTATE 35 PHASE 2A AND PHASE 2B [T1-352]

Commissioner Barton advised that 17 responses were received from the RFQ. The committee recommends dividing it into at least two projects: Phase 2A (FM150 realignment) – Professional Team led be LopezGarcia Ground and Phase 2B (Southbound frontage roads and related work) – Professional Team led by CP&Y. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize Prime Strategies, Inc. and Commissioner Barton to work with Special Counsel's office to prepare contracts with a team let by LopezGarcia Group/URS, and a team led by CPY, Inc. for professional engineering services on those portions of the Pass Through Financing partnership roads known as Interstate 35 Phase 2A and Phase 2B and accept the committee's recommendation. All voting "Aye". MOTION PASSED



STRATEGIES,

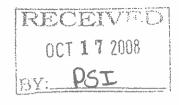
LETTER OF TRANSMITTAL

DATE:	10/17/2008	PROJECT:	HC-0300
TO:	Hays County, Precinct 2 105 Center Street Kyle, Texas 78640		
ATTN:	Commissioner Jeff Barton c	o Theresa Schwart	Z
ENCLOS	SED PLEASE FIND:		
the	o (2) signed originals of CP&Y, Ir IH 35 Southbound frontage road o (2) singed originals of CP&Y, Ir	ls Pass Through projec	t.
COMME	NTS:		

Submitted in hopes to get on 10/28/2008 Commissioners Court Agenda.

DEL	IVERED BY:					
	US MAIL		_FED-X _	-	_UPS	
	COURIER	<u> </u>	_FAX	☑	OTHER (drop	ped-off)
BY:	Marie Walters, PSI					
CC:	Mike Weaver, PSI					

CPY Contract No. IH35 SB Funday R)
Pass Than Checklist



Prior to Initiation of Work

- Signed and Executed Agreement
- Scope of Services Appendix A
 - Exhibit A Services to be provided by County
 - Exhibit B Services to be provided by Engineer
 - Exhibit C Work Schedule
 - b Exhibit D Fee Schedule
- Production Schedule Exhibit IV
- Hourly Rates of Engineer Exhibit II
- Work Authorization Attachment A to Exhibit I
 - o Supplemental Work Authorization for Additional Work (if applicable)
- Data to be provided to Engineer by County
 - o Plans
 - o Maps
 - o Studies
 - o Reports
 - o Field Notes
 - o Statistics
 - o Computations
 - o Other:_
- RFP/5hart-1157.1 Contractors Qualification Statement – Appendix B
- Insurance
 - Worker's Compensation
 - Commercial General Liability Insurance
 - Automobile Liability Insurance
 - Professional Liability Errors and Omissions Insurance
 - Self Insurance Documentation
 - Insurance Certificates for Subcontractors and/or Sub-consultants
 - Approval of Insurance by County

Course of Work

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

Contract No.	

Notices (as applicable)

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

Documentation for Payment

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

Contract No.	
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PROFESSIONAL SERVICES AGREEMENT

TABLE OF CONTENTS

<u>SECTION:</u>	TIT	<u>LE:</u>	PAGE	
-	E		- 1	
I. II.	_	Employment of the Engineer		
III.		ic Services of the Engineer Schedule	1	
IV.			3	
V.		iod of Service ordination with the County	3 4	
V. VI.		iew of Work Product	5	
VII.		ision to Work Product	6	
VIII.			6	
IX.		rineer's Responsibility and Liability nership of Documents	8	
X.		ntenance of and Right of Access to Records	8	
XI.		cellaneous:	o	
28.1.	A.	Severability	9	
	В.	Venue	9	
	C.	Equal Opportunity in Employment	9	
	D.	Certificate of Engineer	9	
	E.	Notice	10	
	F.	Insurance Requirements	10	
	G.	Property Taxes	11	
	H.	Successors and Assigns	11	
	I.	Bidding Exemption	11	
	J.	Taxpayer Identification	11	
	K.	Compliance with Laws	11	
	L.	Reports of Accidents	11	
	M.	Entire Agreement	11	
	N.	Captions Not a Part Hereof	12	
	O.	Incorporation of Attachments	12	
	Ρ.	Entity Status	12	
	Q.	Acknowledgement	12	
	R.	Definition of Engineer	12	
	Sign	ature Page	13	

Contract No.	· <u></u>
--------------	-----------

TABLE OF CONTENTS (cont'd)

EXHIBIT I	Compensation for Professional Services	14
	Attachment A – Work Authorization	16
EXHIBIT II	Hourly Rates	18
EXHIBIT III	Compensation for Additional Professional Services	19
EXHIBIT IV	Production Schedule	20
EXHIBIT V	Procedures for Termination or Suspension	21
EXHIBIT VI	Equal Opportunity in Employment	23
EXHIBIT VII	Insurance Requirements	25
APPENDIX A	Scope of Services	27
APPENDIX B	Contractor's Qualification Statement	28
APPENDIX C	Master Pass Through Finance Agreement	

Contract No.	1 of 28 Pages
PROFESSIO	IAL SERVICES AGREEMENT

STATE OF TEXAS §

HAYS COUNTY §

This Agreement is made and entered into this day by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and ______ CP&Y, Inc._____ (the "Engineer").

WHEREAS, *County* proposes to construct a <u>project under the TxDOT Pass-through Financing Program/Improvements for IH 35 at RM 150;</u>

WHEREAS, County desires to obtain professional services for RM 150 @ IH 35 Schematic and PS&E (the "Project");

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

WHEREAS, *Engineer* agrees to adhere to the conditions as set forth in the Master Agreement whereby County has entered into a Pass-Through Toll Agreement with the Texas Department of Transportation which is a part of and attached to this Agreement as Appendix C. As such, the County shall be referred to as the DEVELOPER, and the Texas Department of Transportation shall be referred to as the DEPARTMENT.

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

Section I Employment of the Engineer

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

Section II Basic Services of the Engineer

A. In consideration of the compensation herein provided, *Engineer* shall perform professional engineering services for the *Project*, which are acceptable to the *County Judge*, based on

Contract No.	

standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. *Engineer* shall also serve as *County's* professional engineer in those phases of the *Project* to which this Agreement applies and will consult with and give advice to *County* during the performance of *Engineer's* services.

- B. Engineer shall not commence work until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County Judge to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.
- C. County shall provide Engineer with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to Engineer; however, any and all such information shall remain the property of County and shall be returned, if the County Judge so instructs Engineer.
- D. Engineer shall perform the following Basic Scope of Services:
 - 1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the *Project*, including any Public Hearings, satisfactory to the *County Judge* and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Hays County.
 - 2. The following documents shall be used in the development of the *Project*:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions.
 - b. Texas Department of Transportation Construction Manual, latest edition.
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions.
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition.
 - Uniform Building Code. Note: Hays County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition.
 - k. TxDOT Bridge Division Foundation Manual, latest edition.
 - 3. As part of the Scope of Services, *Engineer* shall submit its work products to *County* for review at regular intervals.
 - 4. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to

 October 2008

this Agreement, and is expressly incorporated and made a part hereof.

Section III Fee schedule

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

Section IV Period of Service

- A. *Engineer* shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by *County* and will remain in full force and effect for the period required for the design, construction contract award and construction of the *Project*, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. *Engineer* shall complete all design work as described in the Scope of Services within 1095 calendar days from receipt by *Engineer* of *County's* written Work Authorization and in accordance with the production timeline included in the Scope of Services.
- C. Neither Engineer nor County shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond Engineer's or County's reasonable control. Upon the discovery of such an event, Engineer shall notify County, and attend a special meeting with the County Judge to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the County Judge.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written

Notice of Reinstatement from *County*. *Engineer*, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the *Project* or the *Engineer's* services hereunder extends for a period of ninety (90) days or more, consecutive or in the aggregate, *Engineer* may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

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

Section V Coordination with the County

A. The County Judge will act on behalf of County with respect to the work to be performed

Contract	No.		

under this Agreement. The *County Judge* shall have complete authority to interpret and define *County's* policies and decisions with respect to *Engineer's* services. The *County Judge* may designate representatives to transmit instructions and receive information.

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

Section VI Review of Work Product

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

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

Section VII Revision to Work Product

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

Section VIII Engineer's Responsibility and Liability

A. Engineer covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, Engineer shall inform

County of such event within five working days.

- B. Engineer shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the County Judge regarding county permitting or similar requirements properly waivable by the County Judge.
- C. Acceptance and approval of the final plans by *County* shall not release *Engineer* of any responsibility or liability for the accuracy and competency of his designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by *County* shall be an assumption of responsibility or liability by *County* for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by *Engineer*.
- D. Engineer shall indemnify, protect, and save harmless County, its officials and employees and its agents and agents' employees from and against all claims, suits, actions, liability, loss, damage, reasonable attorney's fees, costs, and expenses (including, but not limited to expenses related to expert witnesses) of any kind whatsoever, to the extent arising from any negligent act, error or omission of Engineer or any of its subcontractors in connection with the performance of services under this Agreement; provided, however, Engineer shall not be responsible for the negligence of any other party, other than its subcontractors.
- E. Engineer's opinions of probable Project cost or construction cost represent Engineer's professional judgment as a design professional familiar with the construction industry, but Engineer does not guarantee that proposals, bids, or the construction cost, itself, will not vary from Engineer's opinions of probable cost.
- F. Engineer shall perform all services and responsibilities required of Engineer under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. Engineer represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of County, to perform the services when and as required and without delays. It is understood that County will approve assignment and release of all key Engineer and professional personnel.
- H. All employees of *Engineer* shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of *Engineer*, who in the opinion of *County* is incompetent or whose conduct becomes detrimental to the work or coordination with *County*, shall upon *County's* and/or *County Judge's* request be immediately removed from association with the *Project*.
- I. Engineer shall furnish all equipment, transportation, supplies, and materials required for its

operations under this Agreement.

- J. Engineer shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to *County*, as required by law.
- K. Engineer is an independent contractor under this Agreement. Neither he nor any officer, agent nor employee of Engineer shall be classified as an employee of County.

Section IX Ownership of Documents

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

Section X Maintenance of and Right of Access to Records

- A. Engineer agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the **Project**, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. Engineer further agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer agrees that County shall have access during normal working hours to all necessary Engineer

facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. *County* shall give *Engineer* reasonable advance notice of intended audits.

- C. Engineer further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that County shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that County shall have access during normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. County shall give sub-consultant reasonable advance notice of intended audits.
- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. Severability. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective shall not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof shall be limited to the clause, sentence, provision, paragraph or article so held to be invalid, illegal, or ineffective.
- B. Venue. It is contemplated that this Agreement shall be performed in Hays County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Hays County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. Equal Opportunity in Employment. Engineer agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. Certificate of Engineer. Engineer certifies that neither Engineer nor any members of Engineer's firm has:
 - (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Engineer*) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.

(3) Paid or agreed to pay to any firm, organization, or person (other than bonafide employees working solely for *Engineer*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

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

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

ENGINEER:

CP&Y. Inc.

The Avallon, Building I

10415 Morado Circle, Suite 200

Austin, Texas 78759

Attn: James J. Roohms, P.E.

COUNTY:

Hays County - Precinct 2

111 N. Front Street / P.O. Box 1180

Kyle, Texas 78640

Attn: Commissioner Jeff Barton (or successor)

with copy to:

Hays County Attorney

110 MLK Drive

San Marcos, Texas 78666

Attn: Sherri Tibbe (or successor)

and to:

Prime Strategies, Inc. 1508 South Lamar Blvd. Austin, Texas 78704 Attn: Michael Weaver

and to:

F. Insurance Requirements. Engineer agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.

- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent **County** becomes aware that **Engineer** is delinquent in the payment of property taxes related to property located in Hays County at the time of invoicing, **Engineer** hereby assigns any payments to be made for services rendered hereunder to the Hays County Tax Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, **County** shall not have an affirmative duty to determine if **Engineer** is delinquent in the payment of property taxes.
- II. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of County and Engineer and their respective successors, executors, administrators, and assigns. Neither County nor Engineer may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. Taxpayer Identification. Engineer shall provide to County Judge upon submittal of Engineer's initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. Compliance with Laws. Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the Engineer shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Agreement, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Agreement.
- M. Entire Agreement. This Agreement represents the entire and integrated Agreement between County and Engineer and supersedes all prior negotiations, representations, or agreements,

either oral or written. This Agreement may be amended only by written instrument signed by both *County* and *Engineer*. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

- N. Captions Not a Part Hereof. The captions or subtitles of the several sections and divisions of this Agreement constitute no part of the content hereof, but are only labels to assist in locating and reading the provisions hereof.
- O. Incorporation of Exhibits and Attachments. All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. Entity Status. By my signature below, I certify that Engineer is a Corporation, duly authorized to transact and do business in the State of Texas.
- Q. Acknowledgement. As a duly authorized representative of Engineer, I acknowledge by my signature below that I have read and understand the above paragraphs and that Engineer has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- R. Definition of Engineer. The term "Engineer" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.

Contract No.	13 of 28 Pages
EXECUTED this day of	_, 200
THE ENGINEER,	HAYS COUNTY:
BY:	BY:
Printed Name: James J. Roohms	Honorable Liz Sumter Hays County Judge
Title: Vice President	
Reviewed as to Form By:	
•	County Attorney

County Auditor

Funds Verified By:

M 12/17/02

Contract No.

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

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

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$1,839,345.60.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the Engineer's invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

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

SECTION 3 – WORK AUTHORIZATIONS

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

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

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit Ⅲ.
- 4.2 Engineer shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, Engineer shall not be compensated for work made necessary by Engineer's negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "Compensation Cap") is \$2,000,000, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap.

<u>SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION</u>

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



Contract	No.	

ATTACHMENT A

WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into

1	tical subdivision of the State of Texas, (the "County")
Part1. The Engineer will provide the follo	owing engineering services:
Part 2. The maximum amount payable f	or services under this Work Authorization without
modification is	or sorvices and and work reasons when our
Part 3. Payment to the Engineer for the ser	vises established under this Work Authorization shall be
made in accordance with the Agreement.	
Part 5. This Work Authorization does provided under the Agreement. ATTAC	ecome effective on the date of final acceptance of the unless extended by a Supplemental Work of waive the parties' responsibilities and obligations HMENT A (con't.)
Part 6. This Work Authorization is hereby	accepted and acknowledged below.
ENGINEER:	COUNTY:
CP&Y, Inc.	Hays County, Texas
Ву:	By:
Signature	Signature
James J. Roohms	
Printed Name	Printed Name
Vice President	
Title	Title
Date	Date

Contract	No.	

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II

HOURLY RATES

Staff Classification	2008 Hourly Rate
Project Manager	\$225.00
Senior Engineer	\$173.00
Project Engineer	\$136.00
Design Engineer	\$115.00
EIT	\$96.00
Senior CADD Operator	\$110.00
CADD Operator	\$84.00
Admin / Clerical	\$73.00
Chief Hydrologist	\$210.00
Environmental Manager	\$173.00
Senior Environmental Specialist	\$123.00
Environmental Specialist	\$88.00
Senior Architectural Historian	\$157.00
Biologist	\$91.00
GIS Specialist	\$77.00

Staff hourly rates will escalate at a 5% rate per year past 2009.

M 12)14/28

Contract No.	
Continued (10)	

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

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

Contract No.	

EXHIBIT IV

PRODUCTION SCHEDULE

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

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

Contract No.	

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

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

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

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

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

Contract No.	

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

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

Contract	No.	

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

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

24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. *Engineer* will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event *Engineer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by *County* or Federal Agency, *Engineer* may request *County* and United States to enter into such litigation to protect the interest of the United States.

Contract	No.	 _	

EXHIBIT VII

INSURANCE REQUIREMENTS

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

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

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

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

It is the intention of the *County* and the *County Judge*, and agreed to and hereby acknowledged by the *Engineer*, that no provision of this Professional Services Agreement shall be construed to require the *County* or the *County Judge* to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an

October 2008

Contract No.	

insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

Contract No.	_
Contract 140.	

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE HAYS COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

Contract No) <u></u>
Contract No)

APPENDIX A EXHIBIT A

HAYS COUNTY

IH-35 at RM 150 – Southbound Frontage Road

WORK AUTHORIZATION NO. 1 SERVICES TO BE PROVIDED BY THE COUNTY

The County will furnish to the Engineer the following information and/or perform the following tasks:

- Coordinate and execute any required public involvement required during the project development.
 The activities will include selection, coordination and securing of the dates, times and meeting locations, providing public notice, providing audio/visual equipment, setting the meeting agenda and assisting in the presentation.
- 2. Meet twice monthly to answer questions, provide guidance and offer comment. The County will provide timely reviews and decisions necessary for the Engineer to maintain the contracted project schedule.
- 3. An electronic copy of all survey data for the latest CAPCOG Aerial Mapping project, including aerial orthophotography, LIDAR-based DTM and control points.
- 4. Assist with the coordination effort to obtain data for all available existing and proposed public and private development projects within the project corridor from local municipalities, utilities, municipal utility districts and other sources as identified during project development.
- 5. An electronic copy of the right-of-entry letter to request access to private property.
- 6. Provide roadway design criteria to be used in the schematic design.

EXHIBIT B

HAYS COUNTY

IH-35 at RM 150 - Southbound Frontage Road

SCOPE OF SERVICES

The IH-35 at RM 150 – Southbound Frontage Road project will complete the frontage road from FM 1626 to approximately 1 mile south of RM 150 and include the construction of new ramps that will allow the existing two-way frontage roads to be converted to one-way at project completion. The Engineer shall provide the necessary engineering and technical services for the completion of environmental studies, public involvement, traffic analysis, surveying and mapping, right-of-way mapping, schematic development, preparation of plans, specifications and estimates, construction bid services, and construction management for the project.

Design services related to the design and plan production for this project will be performed in accordance with the latest available TxDOT manuals from the design collection located on the TxDOT website. The roadway will be designed based on (4R) design criteria.

The development of the project will be consistent with TxDOT design procedures and practices. This project will be developed utilizing Microstation V8 and Geopak 2004.

The tasks and products are more fully described in the following TASK OUTLINE.

TASK OUTLINE

I. ROUTE AND DESIGN STUDIES

A. DATA COLLECTION

- 1. Coordinate with the City of Kyle, TxDOT Austin District and Hays County to obtain pertinent project information. Meet periodically with project stakeholders to gather information and provide updated project information.
- 2. Perform field investigations of the project. These investigations will include site visits to the project site and adjacent area to gather pertinent information relating to the corridor. Field investigations will also be performed to review individual property locations and the impacts of the alignment alternatives to that property.
- 3. Develop a photo inventory of the project site for reference in project meetings, discussions with stakeholders and discussions with developers, etc. during the project development.
- 4. Gather and review information from TxDOT including existing IH-35 and RM 150 plans, project files, automated road inventory sheets, PMIS data, existing geometric conditions, existing typical sections, existing drainage facilities, existing bridge and culvert data and traffic data.
- 5. Gather and review related existing and draft studies from TxDOT, including feasibility, route, traffic signal, corridor, MIS/Environmental and Value Engineering studies in the project vicinity. Meet with TxDOT personnel to discuss future plans potentially impacting the project.
- 6. Gather and review information from various planning documents such as the CAMPO 2030 plan, Texas Transportation Plan, Transportation Improvement Plan and City of Kyle master street/road plans impacting the project.
- Obtain FEMA Flood insurance maps and corresponding studies from FEMA relating to the project corridor drainage features.

Appendix A

8. Coordinate with Engineers on adjacent projects to insure compatibility.

B. ALIGNMENT STUDY

1. Coordinate and gather information compiled from previous work done on the project. This work includes preliminary alignment studies done in conjunction with the County and TxDOT Austin District.

C. GEOTECHNICAL INVESTIGATIONS

- 1. Perform fourteen (14) borings spaced at approximately 500 feet apart, along the proposed lanes. Seven (7) of the borings will be drilled to a minimum depth of ten (10) feet and the other seven (7) will be drilled to a minimum depth of five (5) feet. In addition, two (2) bridge borings will be drilled to approximately 50 feet deep at the proposed abutment locations. The borings will be used to investigate subsurface stratigraphy and to obtain samples for laboratory testing.
- Laboratory testing will be performed to determine the soil's plasticity and strength characteristics. Testing will include:
 - (a) U.S.C.S. Soil Classification
 - (b) Atterberg Limits Tests
 - (c) Sieve Analysis
 - (d) Soluble Sulfate Content
 - (e) Moisture Content
 - (f) Unconfined Compressive Strength
- 3. The Engineer will coordinate with locator service to determine existing utility locations.
- 4. The Engineer will prepare a geotechnical report that will present recommendations for the design of the bridge foundation. The geotechnical report will include:
 - (a) Site vicinity and geology map
 - (b) Generalized subsurface conditions, as well as groundwater conditions encountered during drilling operations.
 - (c) Engineering and construction considerations, as well as structural fill requirements and earthwork recommendations.
 - (d) Wincore2 logs in English units, laboratory test results, and plan of borings. Provide signed and sealed sheets of logs for insertion into the construction plan set.
 - (e) Recommended foundation type, minimum embedment, allowable end bearing and skin friction resistance in bedrock.
 - (f) Submittal of 2 draft copies of geotechnical report for review and comment.
 - (g) Submittal of 5 final copies of geotechnical report that incorporate review comments.
 - (h) The existing boring logs performed by others shall be used to supplement the new borings for bridge structure and retaining wall design. Existing borings by others will be presented in the appendix of this report. The intent is to have one report for the limits of this project. The Engineer assumes no liability for the accuracy of these borings performed by others.
- 5. The Engineer will prepare a pavement design report that will present recommendations for the design of the roadway pavement sections. The pavement design report will include:
 - (a) Site vicinity and geology map
 - (b) Generalized subsurface conditions, as well as groundwater conditions encountered during drilling operations.
 - (c) Pavement thickness design for the proposed roadway.
 - (d) Traffic data will be provided by the Engineer.
- 6. The Engineer will meet with the geotechnical subconsultant on a regular basis to coordinate their work on the project.

Appendix A

D. SCHEMATICS DEVELOPMENT

- 1. Further develop the roadway design criteria established in the route alternative stage for the project to be discussed, revised and approved by the County, as well as TxDOT. This set of criteria will be based on Chapter 3 of the TxDOT Roadway Design Manual (New Location and Reconstruction (4R) Design Criteria). The criteria will be compiled and documented using the TxDOT Design Summary Report (DSR) form.
- 2. Prepare calculated horizontal geometrics for the project roadways.
- 3. Prepare calculated vertical geometrics for the project roadways.
- 4. Further develop and refine existing and proposed typical sections for inclusion on project schematics.
- 5. Develop preliminary schematic cross sections at 100' intervals. These cross sections will be for estimation of cut and fill quantities, as well as determining retaining wall locations and heights.
- 6. Determine retaining wall and bridge limits for the project roadway.
- 7. Develop a conceptual traffic control plan. Conceptual plans are intended to depict major phases of traffic control on scroll plots. These conceptuals will propose methods for constructability and can serve as a basis for future development of PS&E documents.
- 8. Work closely with the County and project stakeholders in developing ramp locations and access points to enter and exit IH-35.
- 9. Develop the proposed right-of-way limits required for the schematic design.
- 10. Perform preliminary hydraulic analysis/design to determine proposed location and sizes of major drainage structures.
- 11. The Engineer will prepare a preliminary drainage report summarizing the findings of the above analysis.
- 12. Determine if any proposed drainage easements are required to adequately drain the proposed facility.
- 13. Develop proposed control of access lines for the project.
- 14. Develop intersection layouts for the intersection of the frontage road and FM 150. Evaluate the need to realign public road approaches at high skews or offset intersections to the preferred alignment.
- 15. Develop pavement edges for the selected alternative that will be shown on the schematic.
- 16. Striping will be depicted on the schematic layouts. Small signs will not be developed at the schematic phase of the project.
- 17. Develop large guide signs for the project and depict their text and location on the schematic
- 18. Determine and initiate any railroad coordination efforts at the schematic level.
- 19. Identify any necessary design exceptions or waivers required for the project. These instances will be recorded and reviewed with the County.
- 20. Engineer's opinion of probable cost will be developed for the project schematics.
- 21. Prepare schematic plots for the project corridor. Plots will include required elements suitable for submission to the TxDOT Austin District and the Federal Highway Administration.

Appendix A

E. TRAFFIC DATA COLLECTION, ANALYSIS AND REVIEW

- 1. Review the project history and will obtain/familiarize with existing information, data, and materials that pertain to this project. This will include:
 - (a) Available Transportation Plans from the Texas Department of Transportation (TxDOT), City of Kyle and Hays County; Capital Area Metropolitan Planning Organization (CAMPO), and others as appropriate.
 - (b) Pertinent data on existing and future social and economic traffic generators. This includes businesses, neighborhoods, land use plans, recreational facilities, shopping centers, and new developments (economically-oriented or residentially-based).
- 2. The TxDOT Austin District had previously contracted to complete the Ramp Justification Report as well as the Interstate Access Report. If these reports are applicable to the project they will be referenced by the Engineer. If these reports require amending or updating by the Engineer the work will be compensated through a supplemental work agreement.
- 3. The Engineer shall collect the traffic counts necessary to complete the pavement design.

II. SOCIAL, ECONOMIC & ENVIROMENTAL STUDIES AND PUBLIC INVOLVEMENT

All Environmental Reports will be in accordance with 43 Texas Administrative Code (TAC) 2.40-2.51, Council on Environmental Quality Regulations (40 CFR 1500-1508), Code of Federal Regulations, Title 23, Part 771, the FHWA Technical Advisory T6640.8A, and Highway Design Operations and Procedures Manual, Part II-B. An Environmental Assessment will be prepared for the proposed project.

A. ENVIRONMENTAL CONSTRAINTS ANALYSIS

Collect and review available environmental data to determine environmental constraints within the project study area. Conduct a field reconnaissance to update and verify accuracy of preliminary environmental constraints data. Prepare an environmental constraints map that identifies major human and natural environmental constraints. Prepare a technical memorandum describing environmental constraints.

- 1. Obtain, review, and organize existing environmental constraints data.
- Conduct a field reconnaissance to verify the accuracy of the preliminary environmental constraints map.
 Identify important environmental features which are not included in the preliminary environmental constraints map.
- 3. Prepare a revised preliminary environmental constraints map on digital orthophotography using GIS. Major environmental features identified in the record searches will be included in the constraints map. Aerial photographic interpretation will be used to identify the remaining features in the 1,000-foot corridor. The important environmental features that will be identified in the preliminary constraints map include schools, hospitals, cemeteries, churches, potential historic and 4(f) properties, archeological sites (not for public display), potential hazardous material or contamination sites, wetlands, floodplains, and endangered and/or threatened species habitats (not for public display).

B. ENVIRONMENTAL ASSESSMENT

1. Project and Agency Coordination

A scoping letter (early agency coordination letter) will be prepared to initiate coordination, inform interested parties about the project, and solicit comments. The letter will identify the project limits, the previous alternatives developed, known environmentally sensitive issues, and the anticipated study schedule. The letter will include a small-scale map showing the proposed project area. Both the letter and map will be submitted to Hays County and TxDOT for review, comment, and

Appendix A

approval. Upon approval, the Consultant will distribute it to the agencies and representatives included in a mailing list to be provided by TxDOT.

The Consultant will coordinate with Hays County and TxDOT throughout project development.

2. Need and Purpose for the Project

A description of the proposed project and the need and purpose for the project will be prepared. The need and purpose statement will include a description of the existing facilities and the deficiencies to be remedied, including existing roadway design elements and constraints, current and projected traffic volumes, traffic accident data, and proposed improvements. The need and purpose section will also include a project location map.

3. Description of the Alternatives

The EA shall discuss the No-Build Alternative and all reasonable alternatives for detailed study, including the No-Build Alternative, which will be carried forward for detailed study in the EA. The Alternatives Analysis section of the EA shall describe the characteristics of the No-Build and each of the reasonable build alternatives. All reasonable alternatives considered shall be examined against the No-Build baseline and shall be discussed at equal levels of detail to provide an equitable comparison based on the project need and purpose. The EA shall include a brief description of desired design features that would be beneficial as a result of the proposed project. The EA will include a summary of the data utilized in the decision making matrix.

4. Affected Environment and Environmental Consequences

a. Land Use and Public Facilities

The project's effects will be characterized in light of land use trends, plans, and policies within the study area. This effort will entail close coordination with local and regional planning bodies. The EA will include a land use map of the project area. Potential effects on public and community facilities will also be identified and discussed. Section 4(f) and 6(f) properties will be identified. If a Section 4(f) evaluation is required, it will be conducted under a supplemental agreement with an additional scope of work and budget.

b. Social Economic Impacts, Relocations, and Environmental Justice

- 1) Social Economic Impacts The EA will include a discussion of the local and regional economic impacts of the project on development, employment opportunities, accessibility, and retail sales. In addition, the EA will discuss the economic impact of the proposed project on established business districts, and any opportunities to minimize or reduce the impacts. The assessment will also address potential economic effects upon adjacent businesses due to changes in traffic patterns during and after construction. As applicable, this task will address potential changes to local neighborhoods or communities and the effects on community cohesion relating to travel patterns, access, and public safety.
- 2) Right of Way and Relocation Impacts The area of right of way and/or easement required for each affected parcel for the preferred alternative will be computed and a discussion of the potential for relocations. The EA will include the following information: an estimate of the number of households to be displaced, the availability of decent, safe, and sanitary housing in the area, neighborhoods and families having special composition which may require special relocation considerations, the measures to be taken where the existing housing inventory is insufficient, does not meet relocation standards, or is not within the financial capability of the displaces, an estimate of the numbers, descriptions, types of occupancy (owner/tenant), and size (number of employees) of businesses and farms to be displaced, the relocation assistance services available.

Appendix A

3) Environmental Justice – An assessment of the project's potential impacts on low income and minority populations and limited English proficiency populations will be included in the EA. The assessment will conform to FHWA's guidance for compliance with Executive Order 12898, Environmental Justice.

Cultural Resources

- 1) Historic Resources
 - a) Prepare Research Design The Consultant will conduct a literature review to obtain data from the previous surveys, on-line databases and historical documents. Coordination will be conducted with TxDOT-ENV Historical Studies Branch staff to determine the appropriate Area of Potential Effect (APE) and to discuss the survey methods prior to initiating field surveys. The literature review will identify known properties, establish appropriate historical contexts for site evaluation, and illuminate any gaps in data or survey coverage. The results will be compiled in a research design to clarify the survey, evaluation and documentation methods, for submittal to TxDOT-ENV.
 - b) Conduct Reconnaissance Survey Following approval of the Research Design, the Historic Resources subconsultant will conduct a reconnaissance field survey of properties within the area of potential effect (APE) that had not been previously inventoried. For buildings and structures that are 45 years old or older as of the letting date, the Consultant will collect written and photographic documentation of those characteristics and contextual views that support the NRHP evaluation and the assessment of effect/impacts. All work will be conducted in accordance with the *Guide* and as specified in the approved research design.

The deliverable for this task will be an inventory table summarizing the surveyed historic resources and a constraints map indicating the locations of potential historic properties/districts in relation to the foot print of the ultimate design schematic.

c) Prepare Reconnaissance Survey Report – A historic resources survey report (HRSR) will be prepared consistent with the state's requirements for reconnaissance survey reports. In addition to summarizing the information originally presented in the Research Design, the HRSR will include findings of the survey, results of additional research, recommended determinations of NRHP eligibility, and recommendations for additional intensive study, if necessary. Each surveyed resource will be included in the inventory table, survey maps on aerial base and individual photo sheets. Any intensive investigations necessary will be conducted under a separate work authorization.

The deliverable for this task will be a draft report and a final report that incorporates comments provided by the THC and TxDOT.

d) Public Involvement – The Consultant will attend two public meetings and be available to address questions from the public regarding historic properties. The Consultant will prepare displays and materials inviting comment and participation in Section 106 review consultations (36 CFR 800.2). The format and content of these materials will be determined in coordination with TxDOT-ENV historians.

The deliverable for this task will be display and handout materials for the public meetings.

d) Prepare EA Sections for Historic Resources – In accordance with the templates provided in the Guide, Affected Environment and Environmental Consequences sections will be prepared for the EA. This text will summarize the results of the historic resources survey and describe the project impacts, if any, on NRHP-eligible or listed properties. Known Section 4(f) resources will be discussed as they relate to alternatives analysis and avoidance measures will be documented. A Section 4(f) Analysis study is not included in this scope of services. The Consultant will also prepare an analysis of the indirect impacts of project-induced development and the contribution of the proposed project to cumulative impacts on historic resources. This indirect and cumulative impacts analysis will adhere to the TxDOT guidance on such studies as well as the best practices being developed on recent projects.

The deliverable for this task will be text files, in Microsoft Word, for incorporation into the EA document.

d) The research design and survey reports will be produced entirely by the Consultant; the required number of copies will be delivered to the State. The Research Design will include a schedule for deliverables that corresponds to the overall project schedule and that includes specific dates. The following table shows the expected deliverable products and associated minimum timeframes for completion.

Deliverable (copies for ENV/District/CP&Y = Total)	3A
Draft Research Design (4/1/1 = 6)	NTP + 3 weeks
Final Research Design (4/1/1 = 6)	ENV comments + 1 week
Inventory Table and Constraints Map	Final RD + 4 weeks
Public Involvement Materials and Participation	As scheduled
Preliminary Draft HRSR (0/1/1 = 2)	Final RD + 8 weeks
Prelim Draft EA Sections (10 days before EA due date)	Final RD + 8 weeks
Draft HRSR $(4/1/1 = 6)$	ENV comments + 3 weeks
ENV Draft EA Sections (7 days before EA due date)	ENV comments + 2 weeks
(Draft Intensive Survey)	TBD if necessary
FHWA Draft EA Sections	(7 days before EA due date)
(Final Intensive Survey)	TBD if necessary
Final HRSR $(4/1/1 = 6)$	ENV comments on DHRSR + 3 weeks
Final EA Sections	(7 days before EA due date)

2) Archeology - The consultant will perform a review of records at the Texas Archeological Research Laboratory and the Texas Historical Commission to identify previously recorded archeological sites and surveys within the study area of the IH 35 Southbound Frontage Road improvement project. An archeologist will also review historical maps, aerial photos, topographic maps, soil survey maps and geologic maps to identify potential for unrecorded archeological sites to be present within the Area of Potential Effects (APE) of the project. The results of that search will be integrated into a NEPA document section for archeology and also an Antiquities Permit application to conduct further field studies. The results of the field studies will also be integrated into the appropriate NEPA document sections. The consultant will prepare a research design as part of an Antiquities Permit application to conduct the field studies required under Section 106 of the National Historic Preservation Act and the Antiquities Code of Texas. The research design and permit application will be submitted to Hays County and TxDOT-ENV for approval by the State Historic Preservation Officer (SHPO). Once issued an Antiquities Permit, EComm will perform an archeological investigation that will meet or exceed the requirements and guidelines of Section 106 of the National Historic Preservation Act and the Antiquities Code of Texas. Investigations will consist of intensive survey at high probability locations of the

project APE recommended for field study in the approved research design. At these high probability locations investigators will conduct visual inspection and shovel testing within the APE of the preferred alternative to meet the Council of Texas Archeologists' minimum standards. Shovel testing will only be done in areas where there is potential for intact archeological resources, as outlined in the approved research design. Previous impacts and disturbances will be noted during the survey and presented in the survey results. The survey will NOT incorporate backhoe trenching, since the project does not traverse any geologic environments conducive to the preservation of deeply buried sites. Investigators will assess in the field, and record any new sites at the Texas Archeological Research Laboratory (TARL) in Austin. The results of the survey will be incorporated into a professional report and coordinated with Hays County, TxDOT-ENV and the Texas Historical Commission for review and concurrence. Site records and notes will be curated at the TARL.

d. Noise and Air Quality Analyses

- 1) Noise Analysis A noise analysis will be prepared, including predicted noise levels and the consideration and evaluation of noise mitigation, in accordance with the State's Noise Guidelines and 23 CFR 772. Noise sensitive land uses in the vicinity of the Preferred Alternative will be identified. Existing and predicted noise levels, using FHWA's Traffic Noise Model (TNM 2.5), will be calculated for a representative sample of noise sensitive receptors for the design year traffic conditions. The predicted design year noise levels will be compared to the existing noise levels, the FHWA Noise Abatement Criteria (NAC) and the TxDOT Noise Guidelines. A summary of the noise analysis will be included in the Environmental Assessment. Noise abatement is not included in scope.
- 2) Air Quality Analysis An air quality analysis will be prepared in accordance with the State's Air Quality Guidelines. The air quality analysis will include a microscale analysis to estimate carbon monoxide concentration levels using CALINE 3-QHC. The computer model will be used to determine the "worst case" impact from the No-build Alternative and Technically Preferred Alternative for the base year, year of project completion, and design year. A sufficient number of sensitive reception points such as residences, schools, and churches will be identified and analyzed to determine "worst case" air quality impacts. A summary of methodologies and assumptions used in the microscale analysis will be given. Emission factors used in CALINE 3-QHC will be computed using EPA's Mobile 6 computer program or the latest version available. No monitoring of existing air quality will be performed as part of this scope of work. The State will provide data on existing ambient air quality and appropriate input values for the computer modeling. A qualitative MSAT analysis will be included as part of the air quality analysis. A summary of the air quality analysis will be included in the Environmental Assessment.

e. Ecological Investigations

An ecology field survey and investigation to assess the project's impact on the ecological setting, soils, vegetation, wildlife, threatened and endangered species, water quality, wetlands, floodplains, and prime farmlands will be conducted.

- Soils A characterization of the geophysical environment of the project, including an
 understanding of the project area bedrock geology and subsurface strata, soils, terrain units,
 and surface processes, which may affect or be affected by the proposed project, will be
 provided.
- 2) Vegetation and Wildlife- A characterization of project area ecological resources, including descriptions of vegetation and wildlife habitat resources will be performed. Ecologically sensitive resources, if any, will be identified and discussed in the EA.

- 3) Threatened and Endangered Species Correspondence with the U.S. Fish and Wildlife Service and Texas Parks and Wildlife Departments to determine state and federal listed species likely affected by the proposed action will be initiated. During field investigations, an assessment of the suitability of affected habitats to support listed species will be made. Hays County will be notified if Section 7 or 10 consultations will be required. This scope of services assumes that threatened and endangered species presence/absence surveys will not be conducted and Section 7 consultation will not be required. A supplemental agreement with an additional scope of work and budget will be needed if these activities are required.
- 4) Water Quality Coordination will occur with the Texas Commission on Environmental Quality (TCEQ), and the U.S. Environmental Protection Agency (EPA) to collect data on surface water resources. Surface water classifications, general characteristics, and Texas Pollutant Discharge Elimination System (TPDES) discharges will be noted. A discussion of non-point discharges will also be provided. Impacts to water resources will also be discussed.
- 5) Wetlands Wetland determinations for all reasonable detailed study alternatives, and delineations for the preferred alternative if required, will be conducted using the three-parameter approach as outlined in the U.S. Army Corp of Engineers Wetlands Delineation Manual (1987) and Interim Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Great Plains Region. A routine data form will be completed assessing hydrophytic vegetation, hydric soils and site hydrology. Copies of all routine data forms will be provided with the environmental document. A wetland finding will also be provided, if necessary. Preparation of and Individual Permit or a Pre-Construction Notification to the USACE, including preparation of Preliminary Jurisdiction Determination Forms, is not included in this scope of work, and if required, would be completed under a supplemental work authorization.
- 6) Floodplain Impacts National Flood Insurance Program (NFIP) maps will be used to determine whether the preferred alternative will encroach on the base (100-year) floodplain. Floodplain areas within the study area will be determined and mapped; encroachment area (in acres) will be quantified. The discussion will identify the number and extent of encroachments, potential for increased flood hazard, any support of incompatible floodplain developments, and their potential impacts. For each alternative encroaching on a designated or proposed floodway, a preliminary indication of whether the encroachment would be consistent with or would require a revision to the regulated floodway will be presented.
- 7) Farmlands A discussion of impacts on farmlands will be included in the EA. Acres of lands utilized for agriculture, silviculture, or pasture and grazing will be calculated, the Conversion Impacts Rating Form AD 1006 will be processed if necessary, and coordination will occur with the United States Natural Resources Conservation Service (NRCS) to determine prime, unique, and other lands that are of statewide or local importance within the construction and right-of-way limits of the reasonable build alternatives.
- 8) Permits An assessment will be made of the project's compliance with the Nationwide Permit Program and TxDOT will be informed if a Section 404, Section 10 permit or a preconstruction notification (PCN) will be required. If a PCN, an individual Section 404 or Section 9 permit is required it will need to be done under a supplemental agreement with an additional scope of work and budget.

f. Visual Impacts

An assessment will be made of the character of the visual environment and the visual impacts arising from each project, and the potential mitigation in accordance with FHWA guidance memorandum of August 29, 1990.

g. Hazardous Materials

A database search and visual inspection within the existing ROW to determine existing conditions will be performed and the findings will be summarized in the EA. TxDOT will be notified, if further testing is required, based on the results of the visual inspection. If further testing is required, it will need to be done under a supplemental agreement with an additional scope of work and budget.

h. Construction Impacts

The EA will include a discussion of the potential construction related impacts the preferred alternative will have on adjacent properties, roadways, traffic, utilities, emergency vehicles, environment, and other related items for this project.

- i. Indirect and Cumulative Impacts
 The EA will include a discussion of the project's indirect and cur
 - The EA will include a discussion of the project's indirect and cumulative impacts, utilizing TxDOT ENV's and FHWA's latest guidance.
- 5. General Guidelines for Preparation of Environmental Documents
 - a. The environmental document prepared will be provided on paper and electronically in Microsoft Word format.
 - b. The environmental document will be prepared in accordance with the content and format of FHWA Technical Advisory T6640.8A.
 - c. Exhibits in the environmental document will be limited to 11 inches by 17 inches where possible.

C. PUBLIC INVOLEMENT

- 1. Prepare a Public Involvement Plan.
- 2. Prepare for and attend up to 20 one-on-one and small group meetings with project stakeholders.
- 3. Prepare public meeting displays and exhibits. Utilize digital orthophotography obtained from aerial photogrammetry and show alignment alternatives.
- 4. Prepare two Public Meeting and one Public Hearing notices for publishing in local papers to notify the public in advance of the established date. Notice will be published 30 days and 10 days prior to the meeting. The Engineer will not be responsible for costs associated with publishing the Public Meeting notice in the local paper.
- 5. Help conduct two (2) public meetings by setting up the facility, providing personnel to attend the sign-in table and support the open house and meeting, and assisting in the technical presentation.
- 6. Prepare a bound report for the public meetings to include legal notices, photographs of displays and set-ups, handouts distributed at the meeting, attendance sheets, comment sheets, comment cards, letters sent and received, public meeting summary and summary of comments. (3 hard copies and 3 electronic copies each)
- 7. Support the County and their representative with graphic files, information and updates to aide in their extended public involvement efforts. It is anticipated that the County will be responsible if a project website, newsletter or additional public outreach is required.

III. SURVEYING SERVICES

A. RIGHT-OF-ENTRY SERVICES

1. The Engineer will perform property ownership research utilizing the Hays County Appraisal District records (Tax Maps and Ownership Records) and compile a list (Excel Spreadsheet) of landowners for distribution of

Appendix A

right of entry letters. The Engineer will obtain "right-of-entry" by signed letter from the owner of each of the subject properties. The Engineer will utilize the right-of-entry letter example provided by Hays County. Also, when necessary, the Engineer will contact property owners in advance of field surveys or to address specific property owner concerns about the work to be performed or being performed. We are anticipating that Hays County will handle problems regarding landowners that refuse to grant right-of-entry or are otherwise hostile with respect to the completion of this scope of services. The Engineer will record and report results of mailings for future action. All landowner contact will be recorded and provided to the Client.

B. PROJECT CONTROL SERVICES

1. The Surveyor will attempt to recover and utilize the existing IH 35 TxDOT (CSJ# 0016-01-104) NAD-83/93 (HARN) NAVD 88 datum, Texas State Plane Coordinate System, Texas Central Zone aerial mapping primary control points for this project. In the case that the control has been destroyed the Client will be notified immediately. This scope and fee do not include effort to re-establish destroyed control. A Global Positioning System (GPS) and conventional land surveying methods will be used to establish additional project control if needed. These methods will also be used to perform the various tasks of this project.

C. RIGHT-OF-WAY

1. Deed Study

Research the Hays County Public Records and obtain copies of the current deeds and or prior deeds with descriptions and subdivision plats for the 33 tracts adjacent to the existing existing IH 35 ROW in the City of Kyle. Research TxDOT records and obtain the existing record ROW plans. This information will be plotted in MicroStation V8 to create the Base Map for the ROW mapping documents. It will contain all current ownership information, record ROW lines, centerline and adjacent tract lines. This information will be utilized by the survey field crews to locate existing ROW and adjacent tract monumentation. In addition it will be utilized by the surveyor to analyze and calculate the ROW lines, centerline and adjacent tract boundary lines.

2. Field Surveys

(a) All proposed right-of-way (ROW) will be acquired for in accordance with the schematic drawing and centerline alignment geometry. A preliminary count based on the TxDOT record right-of-way survey provided by Capital Survey on 10-3-08 indicates that the project will require approximately 33 ROW parcels. Monuments marking the existing right-of-way lines of IH 35 and the boundary corners from which ROW is to be obtained will be recovered and tied to the project control. The Engineer will recover the corners or angle point monuments nearest to the ROW lines of the existing IH 35 for each of the subject properties, a traverse will be run and these corners will be tied to the project control. Staking of the Engineer's centerline is not included in this scope.

3. Locative Surveys

(a) Locate the improvements that are within the properties from which right-of-way is to be obtained. In addition improvements that are within 10 feet of the proposed ROW line of these properties will also be located. This information will be tied to the project control.

4. Boundary Analysis

(a) Utilizing the deed study and the data from the field survey, the Registered Surveyor will analyze the results of the survey with assistance from the survey technician in performing computations related to the analysis. Location of the existing right-of-way lines and the side property lines of each of the subject properties will be determined by the surveyor.

5. Preparation of Documents

- (a) Prepare all right-of-way acquisition documents in accordance with the TxDOT Right-of-way Acquisition Survey Deliverable Standards and Specifications.
- (b) The Engineer will provide the approved ROW configuration for the project one time. After receiving this information the Surveyor will start the ROW Parcel calculations. Changes to the number of parcels and or ROW configuration after calculations begin will be submitted and handled as an additional service. An estimate will be prepared for these revisions and provided to the Engineer.

Appendix A

- (c) Utilizing the base map, boundary surveys performed and the proposed right-of-way line location provided by the Engineer we will compute the boundaries of the right-of-way parcels for each of the subject properties.
- (d) The Surveyor will draft the right-of-way plans to a scale of 1-inch equals 50 feet based upon the above stated TxDOT ROW standards. We estimate that there will be approximately 1 plan sheet including and index sheet, control sheet and a plan cover sheet. A closure computation will be prepared for each right-of-way parcel on the plans.
- (e) Draft ROW plats based upon the above stated TxDOT ROW standards for each of the 33 right-of-way parcels. The plats will be prepared on 8 1/2" x 11" pages at a scale of 1-inch equals 50 or 100 feet, depending on the parcel size. A closure computation will be prepared for each of the plats.
- (f) Prepare a ROW field note description based upon the above stated TxDOT ROW standards for each of the 33 right-of-way parcels. A closure computation will be prepared for each of the descriptions.
- (g) To assure quality of the documents, the Registered Surveyor, with the assistance of two technicians, will read the descriptions while all details are compared to the right-of-way plans and parcel plats (bearings, distances, stations and offsets, deed references, etc.). Partial dimensions will be checked versus overall dimensions. Final mark-ups will be made and corrections completed.
- (h) All of the above described survey documents (right-of-way plans, plats, descriptions, and closure computations) will be submitted to the County. Upon the completion of review of all right-of-way survey documents, the Engineer will make corrections, address concerns and submit the corrected documents (2 sets) in final format.

6. Monumentation

- (a) 1/2 inch iron rods with TxDOT aluminum caps will be set at property line intersections with the new right of way (approximately 34).
- (b) TxDOT brass caps will be set in concrete (Type II monuments) at P.C.'s, P.T.'s, angle points and at 1500 foot intervals along the proposed IH 35 ROW line (approximately 4 Type II monuments and will be witnessed by a standard metal marker post (materials to be provided by TxDOT).

7. Final Project Deliverables for ROW Services

- (a) Two sets of legal descriptions for each ROW parcel (signed and sealed).
- (b) Two sets of individual plats for each ROW parcel (signed and sealed).
- (c) Two sets of Right-of-way plans on 22"x34" mylars and 11"x17" (1/2 scale sheets).
- (d) Two sets of area computation sheets for legal descriptions and plats and right-of-way maps for all parcels.
- (e) Two sets of Computer files for the ROW parcels and legal descriptions and reference files in MicroStation (.DGN) V8 format with GeoPak points file.
- (f) Two sets of Horizontal and Vertical Control Data Sheets (11"x17" and 8-1/2"x11") of Primary, Secondary and Benchmarks.

D. ON-THE-GROUND TOPOGRAPHIC SURVEY

- 1. The Surveyor will perform cross sections of the IH 35 southbound frontage road and ROW starting at the south curb returns of FM 1626 at IH 35 to approximately 1500 feet south of the gore of the IH 35 entrance ramp south of Kyle (approximately 15,000LF) at approximate 50 foot stations and major grade breaks. These cross sections will start at the west white paint stripe of the IH 35 SB mainlanes and extend to the west ROW line of IH 35. This includes the portion of Old IH 35 adjacent to current IH 35, the Center Street ROW west to Main Street and the ROW of Burleson Street 500 feet south. All improvements, bridge details and visible utilities will be located within the above stated areas. All 8-inch and larger trees within the above stated areas will be located. Minimal ROW monumentation will be located so that the TxDOT ROW retracement survey provided by Capital Surveying on 10-3-08 can be referenced based upon field locations. Utilizing Microstation and Geo-pak digital terrain modeling program, a one-foot contour interval map and digital terrain model will be prepared for the project area.
- 2. The Surveyor will locate the FM 150 bridge deck, bridge bents, support columns, concrete aprons, retaining walls and guardrails west of the above stated white paint stripe.
- 3. The Surveyor will obtain cross sections of the 3 creeks/drainage-ways that bisect the IH-35 ROW. A section will be obtained at the face of the structure and at the apparent ROW line on the west side of IH-35. The

Appendix A

structures will be detained on the west and east side of IH 35. This information will be merged into the overall final DTM file.

4. Deliver a working Microstation V8 drawing with Geopak digital terrain model showing contour lines, data points, visible utilities, signs, boundary/ROW monuments, edge-of-pavement, record ROW lines, improvements, trees, control points, drainage structures and flow line elevations. This information will be merged into the existing Aerial Mapping DTM

E. GEO-TECHNICAL LOCATIONS

1. The Surveyor will stake prior to boring and locate after boring 7 geo-technical locations. The Engineer is to provide the locations for the borings.

F. UTILITIES

- 1. Subsurface Utility Engineering (SUE)
 - (a) The project limits are approximately 2.84 miles from FM 1626 to approximately 1500 feet south of the gore of the IH 35 entrance ramp south of the City of Kyle.
 - (b) The project consists of providing QL-B on the existing underground utilities and QL-A Test Holes of approximately One hundred(100) on the various underground utilities investigated along the project area. QL-D and QL-C services are inclusive with the QL-B product.
 - (c) Provide Quality Level B & A (QL-B & QL-A) services for the various utilities noted on the site visit for preparing this scope of services with associated fees. The various utilities noted are: water, sanitary sewer, natural gas, telephone communications (cable and fiber optic) and electrical. These systems could consist of approximately 71,300 linear feet of underground utilities within the project limits. This scope of services is based upon the effort to provide SUE services for these utility systems.
 - (d) Utility services from the main utility to the right-of -way to service a lot or structure are not included within this scope of service nor the estimated utility linear footage previously shown.
 - (e) Based upon the site visit, it appears that the existing utility pole locations vary within the area from the edge of pavement and the apparent right-of-way along the west ROW of IH 35. We will identify and map the existing utility facilities located on existing utility poles within the project limits. The facilities company name and contact information will be provided as part of the deliverables. There are approximately 36 utility poles within the project limits. This service does not include field surveying the location of the poles. The pole location information will be provided by the surveyed information.
 - (f) Definitions:
 - (i) Quality Service Level D (QL-D) This level of service is inclusive of QL-B and consists of collecting existing utility record information (as-built) from utility purveyors, municipalities, counties and other agency suppliers within the area of investigation. Contact the TxDOT Permit Office to obtain available records of any utility crossings SH 29 within the project limits.
 - (ii) Quality Service Level C (QL-C) -This level of service is inclusive of QL-B and consists of surveying and obtaining accurate horizontal position of visible utility surface features associated with the project area to be designated by the Engineer.
 - (iii) Quality Service Level B (QL-B Designating Services) Designate is to indicate, by marking with paint, the presence and approximate horizontal location of subsurface utilities using geophysical prospecting techniques, including, without limitations, electromagnetic, sonic, and acoustical techniques.
 - (iv) Quality Service Level A (QL-A Locating (Test Hole) Services) Locating services is to locate the accurate horizontal and vertical position of subsurface utilities by excavating a test hole using vacuum excavation techniques and equipment that is non-destructive to utilities.
- 2. The Engineer will develop a contact list of the affected utility owners in the project corridor.
- The Engineer will contact each utility company and meet individually with them to review their assumed utility locations developed from the SUE process.
- 4. The Engineer will prepare scroll plots indicating researched utility locations to provide to utility companies / owners for their review and comment.

Appendix A

- 5. The Engineer (or his subconsultants) will not be responsible for any omission of utility information that is not obtainable via electromagnetic, sonic, or acoustical designating services. Non-metallic piping, inactive electric and/or communication lines may or may not be found by electromagnetic, sonic or acoustical designating practices. The Engineer (or his subconsultants) do not warrant and/or guarantee that all existing utilities will be found.
- 6. Coordinate and review subconsultant work activities and submittals.

IV. PLANS, SPECIFICATIONS & ESTIMATE

A. RIGHT-OF-WAY DATA AND UTILITY ADJUSTMENTS

- 1. The Engineer will provide the limits of the proposed ROW to the Surveyor for preparation of Right-of-Way plans.
- 2. The Engineer will utilize subsurface utility data throughout the design process. A good faith effort will be made to accommodate existing utility locations. Utility conflicts will be identified during the design process to allow for relocation. The Engineer will coordinate with utility providers on necessary relocations. The Engineer shall include the existing utility information in the plans.
- 3. The Engineer will provide plan and profiles, culvert layouts, cross sections and other sheets as required to utility providers to assist them in any relocation efforts.
- 4. The Engineer will be present at all utility meetings.

B. ROADWAY DESIGN CONTROLS

Miscellaneous Plans

- (a) A project title sheet will be prepared as required for the construction plans.
- (b) A detailed index of sheets will be prepared that shows each sheets location in the plan set, as well as its corresponding sheet number. This index will be updated throughout the submittal process to allow for easier reference during the review process.
- (c) Project layout sheets will be prepared at a scale of 1"=200' that clearly indicates the limits of the entire project.
- (d) Benchmark layout sheets will be completed at a scale of 1"=200' that clearly indicate the benchmark locations and associated control information. These sheets will later be sealed by a RPLS for submittal.

2. Roadway Plans & Geometry

- (a) Existing typical sections will be completed depicting the existing conditions of the project roadways.
- (b) Proposed typical sections will be completed depicting the improvements to IH 35 ramps, frontage roads and cross streets.
- (c) A horizontal alignment data sheet will be prepared depicting the horizontal geometric information for the project roadways to be included in the construction plan set.
- (d) The Engineer will develop Superelevation Data Sheets to be included in the construction plan set. These sheets will define the pavement cross slopes for the frontage road alignment and describe transition location and values.
- (e) Frontage road plan and profile sheets shall be completed depicting the proposed construction. The plan and profile sheets will be prepared at a scale of 1"=100' H and 1"=10' V.
- (f) The Engineer will complete separate ramp plan and profile sheets at a scale of 1"=100' H and 1"=10' V.
- (g) The Engineer will develop ramp gore layouts at the intersection of each ramp with its adjacent roadways. These layouts will show proposed grading, as well as station, offsets, curb radius and curb locations. These plans will be prepared at a scale of 1"=40'.
- (h) The Engineer shall complete plan and profiles for the intersecting streets of FM 150, E. Lockhart St., E. Hays St., E Moore St. and E. South St.

Appendix A

- (i) Supplemental grading sheets will be prepared at a scale of 1"=50' for areas of the project that will require additional grading information. It is anticipated that these sheets will be required in the location of the north and south tie-ins with the existing frontage roads.
- (j) The Engineer shall provide plan sheets of removals at a scale of 1"=100'. Removal sheets shall indicate pavement and other pertinent items to be removed with sufficient detail to assure Contractor will have no problems understanding the intentions. Description of removal items including material shall be included.

3. Grading and Details

- (a) Design cross sections will be completed at 50-foot stations and other locations as necessary for the determination of cut and fill quantities. These sections will also be used to further refine the design vertical geometry. Cut and fill quantities determined from the design cross sections will be shown on the plan/profile sheets. Cross sections will not be developed as a deliverable for phased TCP.
- (b) The Engineer shall complete intersection layouts for four (4) intersections. The intersection layouts will include the design of the pavement and drainage layouts.
- (c) Driveway details will be prepared for each driveway along the project corridor. When possible these driveways will be defined in a tabular format. Unique driveways will require individual details defining there construction.
- (d) The Engineer will develop driveway profiles as required for the project. These profiles will be developed to show driveway tie-back slopes, as well as limits for the contractor's information.
- (e) Miscellaneous roadway detail sheets will be developed for the project. The sheets will depict details required that are not defined in standard detail sheets. When possible TxDOT Statewide and TxDOT Austin District standards will be used for the project development.

C. Drainage

1. Culvert Hydrology and Hydraulic Analysis

- (a) DATA COLLECTION The Engineer will collect and review the existing hydrologic and hydraulic analysis for the existing culverts under IH-35. The Engineer will conduct field investigation to observe channel stability and check for erosion or scour within the existing culvert waterways through the right-of-way.
- (b) HYDROLOGY / DRAINAGE AREA MAPS—The Engineer will define drainage area boundaries and characteristics and existing conditions hydrology for the cross-culvert. Peak runoff will be computed using HEC-HMS in accordance with the TxDOT Hydraulic Manual.
- (c) HYDRAULICS The Engineer will analyze existing and proposed conditions culvert hydraulics for cross-culvert structures within the proposed construction limits using HEC-RAS. The Engineer will summarize the relative impacts to computed water surface elevations between existing and proposed conditions.
- (d) CULVERT HYDRAULIC DATA SHEETS The Engineer will prepare culvert hydraulic data sheets for the crossing.

2. Storm Sewer Design

- (a) Interior drainage area maps will be finalized at a scale of 1"=100'. These maps will depict drainage area boundaries and flow direction arrows. Each area will be identified with a unique number to be used to find run-off information from the calculation sheets.
- (b) Run-off to each inlet and inlet hydraulic information will be calculated in accordance with TxDOT's Hydraulic Manual and shown on the run-off and inlet computation sheets in WinStorm format.
- (c) Storm sewers will be analyzed and computations will be prepared for the storm sewer design in WinStorm format.
- (d) Drainage plan and profile sheets will be completed depicting locations of inlets, manholes, storm sewers, culverts, utilities, channel improvements, and ditch locations and flowlines as required. These sheets will be prepared at a scale of 1"=100'. Storm sewer profiles will be prepared at a scale of 1"=100' H and 1"=10' V. Storm sewer profiles will show pipe size and type, slope, existing and proposed ground lines above the pipe, pertinent hydraulic information, and locations and sizes of inlets and junctions.

Appendix A

- (e) Lateral profile sheets will be developed for the project storm sewer systems. These sheets will be developed at a scale of 1"=100' H and 1"=10' V.
- (f) The Engineer will prepare a tabular ditch layout schedule that depicts pertinent information about the roadside ditch geometry and design. This table will include station, offset, flow line elevation, ditch lining material, as well as ditch bottom width. The tables will be shown on the drainage plan sheets.
- (g) The Engineer shall provide drainage design details for "non-standard" drainage structures in instances where TxDOT standard details cannot be utilized. The Engineer shall use TxDOT standard details where practical.
- (h) The Engineer will identify areas within the construction of the storm sewer and culvert construction that will require trench protection or special shoring.

3. SW3P and Erosion Control

- (a) Erosion control plans will be prepared for the length of project. Temporary storm water management devices will be needed to minimize the sediment runoff during construction of this project. The anticipated design components to be utilized on this project are silt fence, sand bags, rock filter dams, sediment traps, and construction exits. One temporary erosion control plan will be developed with notes that indicate that the contractor is responsible for phasing the devices along with the construction sequencing. Permanent erosion control measures will be included on these sheets as well.
- (b) A Storm Water Pollution Prevention Plan (SW3P) will be prepared for this job in accordance with TCEQ regulations. These sheets will consist of the TxDOT SW3P text sheets that summarize erosion control measures.
- (c) Erosion control details will be prepared for any related items that are not covered by TxDOT standard details.

D. SIGNING, MARKINGS AND SIGNALIZATION

1. Signing and Pavement Markings

- (a) Signing and Pavement marking layouts will be prepared at a scale of 1"=100'. Main lane and frontage road signs and markings will be shown all on one plan sheet. Sheets will be prepared separately for Harris Branch Parkway, Decker Lane, the SH 130 interchange and Parmer Lane. Any additional sheets for signing/pavement markings will be included in a future supplemental agreement. These layouts will depict striping and delineator type and location, as well as MBGF location, lengths, and end treatments. Each sign will have a corresponding number that will relate that sign to the sign summaries.
- (b) Pavement marking details will be prepared for instances in which the State's signing and striping standards do not apply, or are not appropriate.
- (c) Detail sheets for small signs will be prepared for non-standard signs. This sheet is intended to show the overall dimensions of the signs by determining letter size and spacing. Details will not be to scale.
- (d) Guide sign detail sheets will be prepared for new large guide and/or revisions to existing guide signs showing their dimensions, layout of text, directional arrows and shields, sign mount, border radius and background color. Details will not be to scale.
- (e) Guide sign support details will be prepared. These layouts will indicate design data, structure data, as well as drilled shaft data. A layout will be prepared showing appropriate dimensioning of tower heights, sign location, as well as clearance to the sign tower.

2. Signalization

- (a) Traffic signal plans will be prepared for the following locations:
 - (i) Installation of new signals at the intersection of FM 150 and the IH 35 frontage roads.
 - (ii) Modification of existing signals at the intersection of FM 150 and the IH 35 frontage roads.
- (b) The signal plans will be prepared at a scale of 1"=40' and will indicate existing conditions, location of signal poles, conduit, ground boxes, existing and proposed traffic control devices (signs and markings), existing utilities, and proposed roadway improvements.
- (c) Illumination will be installed on signal poles for safety lighting purposes.
- (d) At each location, the illumination and signals will utilize separate circuits from a single electrical service. The Engineer will confirm the power source.
- (e) The signals will be video actuated, utilizing mast arm design.

Appendix A

- (f) Phasing and wiring plans will be prepared for the traffic signal installations.
- (g) Traffic signal elevations will be prepared showing the vertical clearance required for the mast arm design.
- (h) The Engineer will coordinate with the County in identifying power sources, conduit runs, and will show them on the project plans. The Engineer shall identify potential overhead utility conflicts, and coordinate with the County and the utility company to help resolve the conflicts.
- (i) In the event that additional signals are warranted by the County, the design and plan production for those facilities will be addressed through a supplemental agreement to this work authorization.

E. MISCELLANEOUS ROADWAY

1. Retaining Walls

- (a) The Engineer will investigate each wall location and determine what the most suitable wall type is for each application.
- (b) The Engineer will provide a location plan of all walls at a scale of 1"=200'. The intent is to show the location of all walls in plan including the wall designation and beginning and ending stations.
- (c) The Engineer shall prepare retaining wall layouts at a max scale of 1"=40'. The layouts will show plan and profile views of the retaining wall.
- (d) The Engineer will prepare structural details for non-proprietary wall designs (ie. Tie-back, soil nailed, drill shaft).

2. Traffic Control Plan

- (a) Traffic control typical sections will be prepared for each stage of the construction sequence to clearly delineate the position of the existing traffic with respect to the proposed construction. Temporary traffic barriers and pavement markings will also be shown and dimensioned.
- (b) The Engineer will develop overview plans for each stage of traffic control. These plans will act as key maps for each phase of TCP and shall be developed at a 1"=400' scale.
- (c) The Engineer will prepare 1"=400' plan layouts of all advance warning signs for IH 35, the frontage road and all cross streets.
- (d) A detailed narrative for the sequence of construction and traffic control general notes will be prepared and submitted to the County for review and incorporation into the plans. The narrative will include a phase-by-phase, step-by-step written account of the proposed activities throughout the construction process. This is intended to be a narrative account of the activities shown in the traffic control plan layouts.
- (e) Detailed traffic control plans will be prepared at a scale of 1"=100'. These plans will be developed based on the State's approval of the conceptual plans developed at the schematic design level. This plan will describe the maintenance of traffic and sequence of work for each phase of the proposed construction. Detour alignments, location of work areas, temporary paving, temporary shoring, signing, barricades and other details will be required to describe the traffic control plan. The Engineer will be required to ensure that proper drainage can be maintained during each phase of construction.
- (f) Detour layouts will be prepared showing plan & profiles where required to define the geometry for detours required in the traffic control plans. When widening is required that can be defined based on existing pavement slopes, a detour profile will not be prepared. These layouts will be prepared at a scale of 1"=100' H and 1"=10' V.
- (g) The Engineer will prepare temporary shoring profiles for temporary shoring required during construction sequencing. These profiles will be prepared at a scale of 1"=100' H and 1"=10' V. Existing ground and top of shoring will be depicted on these sheets, as well as existing ground and top of shoring elevations indicated every 50 feet.
- (h) Traffic control details will be developed for items not covered by State standard drawings.
- (i) The Engineer will attend one meeting to present the traffic handling scheme to the TxDOT's Safety Review Committee. The Engineer will be responsible for incorporating the comments of the Safety Review Committee in the traffic control plans. Additional scope of services for items such as public presentations of the traffic handling plan or any additional meetings will be handled through a supplemental agreement to this scope of services.
- (j) An Engineer's opinion of construction schedule will be computed in order to determine an approximate duration for each of the phases of construction. The schedule will be prepared using SureTrak.

3. Illumination

- (a) The Engineer will indicate safety lighting for the gores of ramps along the project corridor. Safety lighting will be shown only on the continuous lighting layouts.
- (b) The Engineer shall provide electrical circuit plans and details for the roadway lighting systems within the project limits.
- (c) The Engineer will coordinate with the State in identifying power sources, conduit runs, and will show them on the project plans. The Engineer shall identify potential overhead utility conflicts, and coordinate with the State and the utility company to help resolve the conflicts.

4. Quantities

Quantities will be tabulated for each of the following and as necessary to bid this project:

- (a) Traffic Control (per each phase)
- (b) Earthwork
- (c) Roadway
- (d) Retaining Walls
- (e) Removal
- (f) Drainage related items including inlets, manholes and storm sewer pipes
- (g) Small / Large Signs
- (h) Pavement Markings
- (i) Signals
- (j) Illumination
- (k) Erosion Control and SW3P

5. Summary Sheets

Quantities that are calculated will be tabulated on individual summary sheets for inclusion in the construction plan set:

- (a) Traffic Control (per each phase)
- (b) Earthwork
- (c) Roadway
- (d) Retaining Walls
- (e) Removal
- (f) Drainage related items including inlets, manholes and storm sewer pipes
- (g) Small / Large Signs
- (h) Pavement Markings
- (i) Signals
- (j) Illumination
- (k) Erosion Control and SW3P

6. Standards, Specifications and Estimate

- (a) The Engineer will download the appropriate TxDOT standards for the project from the State's web site. Standards that require modification will be corrected and sealed by the Engineer. All other standards will have their title blocks filled out with the applicable project data and printed for inclusion in the final plan set. The Engineer will utilize TxDOT Austin District when applicable.
- (b) A tabulation of applicable specifications, special specifications and special provisions will be prepared for submission with the final PS&E package.
- (c) The Engineer will review general notes provided by the TxDOT for applicability to the project. The Engineer will mark-up a set and return it to the County for their inclusion in the final plan set. The Engineer will work with County and TxDOT to complete the basis of estimate prior to beginning quantity calculations.

(d) An opinion of probable construction cost will be prepared at the 60% and prior to final PS&E submittal, and supplied to the State in Microsoft Excel format. Opinion of probable cost will also be broken out for each bridge class structure.

F. BRIDGE DESIGN

- 1. Preliminary Bridge Layouts and Typical Sections
 - (a) The Engineer will complete preliminary bridge class structure layouts for the project roadways.
 - (b) Preliminary Sections for the bridges will be completed. Where necessary, phased construction sections will be included along with a section of the final completed construction.
 - (c) Bridge layout sheets shall have the same vertical and horizontal scale, and shall follow all Bridge Division and Design Division policies, specifications, and procedures.
 - (d) The bridge layout shall be in conformance with the Bridges and Structures, Operation and Planning Manual and the Bridge Detailing Manual.

2. Design Calculations and Details

The Engineer will use Load and Resistance Factor Design (LRFD) for all new bridges on this project and will design all bridge structures for HL 93 loading.

- (a) The Engineer shall make final design calculations and final detail drawings for the 290 East Toll Project mainlane and frontage road structures, in accordance with standard requirements of TxDOT. All bridge design shall be in conformance with the latest edition of the State's LRFD Bridge Design Manual, Bridge Project Development Manual, Bridge Detailer's Manual, and AASHTO LRFD Bridge Design Specifications. The Engineer's designer and checker shall both check all calculations and initial each page. The Engineer shall submit all structural design calculations and quantity calculations for review at the 95% submittal.
- (b) The Engineer shall provide bridge quantity summaries at 60%, 95% and Final Plan submittals.
- (c) The Engineer shall provide abutment details as per the proposed bridge.
- (d) The Engineer shall provide interior bent details as per the proposed bridge.
- (e) The Engineer shall provide framing plans as per the proposed bridge.
- (f) The Engineer shall provide slab plans as per the proposed bridge.
- (g) The Engineer shall provide drainage details as per the proposed bridge.
- (h) The Engineer shall provide miscellaneous details as per the proposed bridge.
- (i) The Engineer shall provide standard details as per the proposed bridge using the latest TxDOT standard details for beams, diaphragms, railings, expansion joints, riprap, etc. when possible.

3. Bridge Quantities and Bearing Seat Elevations

- (a) The Engineer will complete compute the bridge quantities and produce a summary table of these quantities.
- (b) A table of bearing seat elevations will be included on the estimated quantity sheet, as provided for in the Bridge Detailing Manual.

G. DESIGN VERIFICATION, CHANGES AND ALTERATIONS

1. Shop Drawing Review

- (a) The Engineer will provide review and approval recommendations of related shop drawings, including fabricated hydraulic structure elements and fabricated bridge elements.
- (b) The Engineer, through field recommendations, telephone conversations, and/or revisions to construction plan sheets, shall provide advice and corrections concerning any field change orders required as a direct result of a design error made under his/her supervision. This service will be provided at no additional cost to the County.

V. PROJECT MANAGEMENT

Appendix A

A. Project Management

- 1. Create and submit monthly invoices suitable for payment by the County.
- Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.
- 3. Meet formally twice a month with the County to review project progress.
- 4. Prepare project meeting summaries for applicable meetings during the project development process.
- 5. Meet with property owners, stakeholders, the County staff and Prime Strategies as required through the project development process.
- 6. Establish and attend periodic progress meetings (approximately every two months) with other agencies, including TxDOT.
- 7. The Engineer will have internal meetings with the consultant design team every two weeks for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues.
- 8. The Engineer shall prepare and execute contracts with sub-consultants, monitor sub-consultants activities (staff and schedule), complete monthly reports and review and recommend approval of sub-consultant invoices.
- 9. The Engineer will review and coordinate work of sub-consultants to ensure quality products are delivered to the County. The Engineer will also be responsible for the consistency and coordination between plans developed by each sub-consultant on the design team.

VI. BID PACKAGE

A. BID PHASE SERVICES

- 1. The Engineer will coordinate with the City, County and TxDOT in all aspects of the Bid Package.
- The Engineer will prepare contract bid documents and proposals and make them available to the contractors at the Engineer's office and the County's Purchasing Office.
- 3. The Engineer will attend and coordinate a pre-bid conference.
- The Engineer will assist the County at contract bid opening.
- 5. The Engineer will tabulate the bids, research low bidder and make a recommendation of award to the County.

IH-35 at RM 150 Southbound Frontage Road Hays County

Task Description	Total Cost
### TOTAL LABOR COSTS	
I. ROUTE AND DESIGN STUDIES	\$ 187,047.00
II. SOCIAL, ECONOMIC & ENVIRONMENTAL STUDIES AND PUBLIC INVOLVEMENT	\$ 280,252.00
III. SURVEYING SERVICES	\$ 5,656.00
IV. PS&E	\$ 525,193.00
V. PROJECT MANAGEMENT	\$ 38,004.00
VI. BID PACKAGE	\$ 36,996.00
SUB-TOTAL LABOR EXPENSES	\$ 1,073,148.00
SUMMARY	<i></i>
TOTAL LABOR COSTS	1,073,148.00
EXPENSES	\$ 32,606.80
TOTAL CP&Y FEE	\$ 1,105,754.80
SUBCONSULTANTS	
Fugro Consultants, Inc.	\$ 21,975.00
Kimley-Horn and Associates, Inc.	\$ 179,961.30
Martin & Salinas, Inc.	\$ 38,825.00
Nancy Ledbetter and Associates, Inc	\$ 28,329.00
Karen Friese and Associates, Inc.	\$ 13,779.00
Ecological Communications Corporation	11,145.50
Alliance Transportation Group, Inc	5,388.50
Surveying and Mapping, Inc	\$ 434,187.50
GRAND TOTAL	\$ 1,839,345.60

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Fee Scheduln/Budget for Chlang, Patel & Yerby, Inc.																	
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Fee Schedule/Budget for Chiang, Patel & Yerby, Inc.													
Task Description	Project Manager	Senior Engineer	Project Engineer	Design Engineer	E.LT.	Environ	Sentor Environ Soscialist	Environ Specialist	Senior Architectural	Blologist	GIS Specialist	Total Labor Hours	Total Direct Labor Coats
6 SOCIAL ECONOMICS ENVIRONMENTAL STREET AND BRIEST MANNEY	\$226.00	\$173,00	\$136.00	\$115.00	\$06.00	\$173.00	\$123.00	\$88.00	\$157.00	\$91.00	\$77,00	Management &	SCORE SOURCE
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A2. Conduct field reconnaissance. A3. Prepare environmental constrains man								9				2 8	9,396,00
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Fee Schedule/Budget for Chiang, Patel & Yerby, Inc.											
Task Description	Project Manager	Senior Engineer	Project Engineer	Design Engineer	E.L.T.	Chief Hydrologist	Senior CADD Operator	CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
	\$225.00	\$173.00	\$136.00	\$115.00	\$96.00	\$210.00	\$110.00	\$84.00	\$73.00		
III. SURVEYING SERVICES											
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B. Project Control Services				SASSESSEE STATES	STATE OF STREET		No. of the last of	The state of the s	A SACTOR SERVINGS	0	
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FO Coordinate and review subconsultant work activities and submitties.	8	6 86	•	100000						9 9	5. 3,184.00
V - SUBTOTALS										35	
HOURS SUB-TOTALS SUBTOTAL (V.)	\$ 1,800.00	1,800.00 \$ 2,768.00	8 1,088.00	. s	0 \$	0 \$. \$	0 \$	0 .	32	\$ 5,656.00
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		Southbour	5 at RM 1 nd Fronta ys Count	ge Road			700			
Fee Schedule/Budget for Chlang, Patel & Yorky, Inc. Yask Description	Mo. of PS4E Streets	Paujest Menager \$225.00	Servicer Engineer \$175.00	Project Engineer \$100.00	Design Engineer \$115.00	E.I.T.	Senior CADO Operator \$110.00	Admin / Charlest \$73.00	Total Labor Hours	Total (No.
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	_	IH-35 at RM 150	A 150						
	Southbo	Southbound Frontage Road Hays County	ntage Roa inty	þ					
Fee Schedule/Budget for Chiang, Patel & Yerby, Inc.				0.000					
Task Description	Project Manager	Senior Engineer	Project Engineer	Design Engineer	E.I.T.	Admin / Clerical	Environ Manager	Total Labor Hours	Total Direct Labor Costs
	\$225.00	\$173.00	\$136.00	\$115 00	\$96.00	\$73.00	\$173.00	_	
V. PRO JECT MANAGEMENT							200		
A Project Management (/12) donths)									
A1 Create and submit monthly involces	12	1000年のの日本の日				24		98	\$ 4.452.00
A2 Prepare monthly progress reports	12		STATE STATE OF STATE			他の はないないないのです	A Solden Been	181	47
A3 Meet with Courty twice a month	24,	おのないので	のではないないのである		のではないないのでは	ないののは かからので	September September	98	49
A4 Prepare project meeting summaries	TO STATE OF THE PARTY OF THE PA	があるのでは		のないのでは、		Sand of the Sand	PARTICIPATION	18	69
A5 Meet with property owners, stakeholders, County and Prime Strategies as re			STATE OF STREET	特はおものとのと言い	Sudden outside	では、大田の大田の大田の大田の大田の大田の大田の大田の大田の大田の大田の大田の大田の大	STATE	185	69
A6 Establish and attendiperiodic progress meetings TxDOT	12	9				大学 の 日本の 日本の 日本の 日本の 日本の 日本の 日本の 日本の 日本の 日	STORY BENEVOLD	18	\$ 3.738.00
A7 Internal Design Team:Meetings	を の の の の の の の の の の の の の の の の の の の	12)	12			というないのでは はない	12	の名は信を	50
A8 Monitor and Review Sub-consultant invoices	のでは、日本のでは、12、12、12、12、12、12、12、12、12、12、12、12、12、	CLASSISSESSESSES	Managed Colored	PROPERTY CONTRACTOR	ELEGENT TAKEN	12:	12	364 (\$	18
								216	\$ 38,004.00
VI SUBTUTALS						3			
HOURS SUB-TOTALS	06	- 5		0	0	36	24	216	\$ 38,004,00
SUBTOTAL (VI.)	\$ 20,250.00 \$	\$ 9,342.00 \$	\$ 1,632.00	•	69	\$ 2.628.00	\$ 4,152.00		\$ 38.004.00

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IH-35 at RM 150 Southbound Frontage Road Hays County		E.I.T. Chief Se					一年 日本		THE RESERVE OF THE PARTY OF THE	日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日			
So	100	Dosign Engineer	\$115.00 \$			The second second	Contract Contract		- C. C.	THE PROPERTY AND		1	
		Project	\$136.00		内部设置	9		200000000000000000000000000000000000000	2.	2	1	2	12,456.00 \$ 5,712.00
		Senior F Engineer	\$173.00			V 80	1	でいるのは		12	-	7.0	
	- 53	Project	\$225.00				State of the			THE THE PROPERTY AND ADDRESS OF THE PARTY AND			\$ 16,200.00 \$
	ee Scheduls/Budget for Chlang, Patel & Yerby, Inc.	Task Doscription		A BO PACKAGE	A 1 Conditions with City County and TACT	A.2 Propers contract bid documents	A3 Allend and coordinate pre-bid conference	A4 Prepare project meeting summeries	Ab Asset County with contrast bid operang	And I secured order, research law bapash and recommend award to County	Va. SUBTOTALS	HOURS SUB-TOTALS	SUBTOTAL (VI.)

IH-35 at RM 150 Southbound Frontage Road Hays County

Expense Item	Unit	U	nit Cost	Amount	7	otal Cost
					Billion	
CADD Plotting	断	8	1.50	1,000	\$	1,500.00
Mylar Plots	in the second	\$	6.00		6	
Digital Ortho Plotting	aff .	\$	200	2,000	\$	4,000.0
11"X 17" Mylar	sheet	5	1.00		5	同國語於其時
8 1/2" X 11" BAV Paper Copies	sheet	5	0.10	6,000	5	600.00
11" X 17" B/W Paper Copies	sheet	13	0.15	1,200	\$	180,0
3 1/2" X 11" Dofor Raper Copies	sheet	13	1.00	600	\$	600.0
11" X 17" Color Paper Goples	sheet	15	1,80	2,000	\$	3,600 0
Fex Copies	sheet	\$	0.10	200	3	20.0
Film and Development	relf	-	8.00		S	
4 X 6 Digital Golor Prints	picture	15	0.50	50	5	25.0
Overstzed Digital Golor Prints	ploture	\$	50.00	25	6	1,250.0
Standard Postage	letter	\$	0.39	120	3	46.8
Express Mall (S(andard)	each	S	15,00	80	\$	1,200,0
Express Mail (Oversized)	éaidh	\$	30.00	80	\$	2,400.0
Deliveries	each	S	25.00	40	\$	1,000.0
Airfare	each	\$	200.00		S	
Rental Car	day	5	80.00	5	\$	400.0
Lodging	day	\$	85.00		\$	New York
Medis	day	8	36.00	100	5	3,600.0
Mileage	mile	S	0.585	1,000	\$	585.0
GPS Rental	day	5	100.000	4	S	400.0
HazMat Database Search	each		,200,000	A 100 100 100	\$	1,200.0
Miscelleneous Project Related Expenses	NA.	atc		N/A	\$	10,000.0
SUBTOTAL DIRECT EXPENSES		513000			\$	32,606.8

Exhibit D – Fugro Consultants, Inc. Geotechnical and Pavement Engineering Design Scope Southbound Frontage Ro ad at FM 150 Kyle, Texas

1. Soil Borings - Geotechnical	Quantity	Unit	Rate	Subtotal
Coordination, one-call, supervision of clearing,				
staking of borings, field logging	1 1			
1.1.1 Mobilization / Demobilization	100	mile	\$4.00	\$400.00
1.3.1 Drilling and Sampling - Soil	145	feet	\$15.00	\$2,175.00
1.4 Standard Penetration Tests	5	each	\$20.00	\$100.00
1.5TxDOT Cone Penetration Tests	15	each	\$28.00	\$420.00
1.6 Rock Coring	60	feet	\$25.50	\$1,530.00
1.9 Hourly Charges for Site Moving, Difficult Access	4	hr	\$165.00	\$660.00
1.12 Traffic Control	0	day	\$2,000.00	\$0.00
1.12 Clearing of Trees/Brush for Access	0	day	\$1,500.00	\$0.00
1.18 Plugging Boreholes	205	feet	\$8.00	\$1,640.00
3.4 Project Engineer	4	hour	\$120.00	\$480.00
3.8 Geologist	30	hour	\$95.00	\$2,850.00
4.3 Logger Transportation	4	day	\$75.00	\$300.00
			Subtotal	\$10,555.00
2. Laboratory Investigation	Quantity	Unit	Rate	Subtotal
2.1 Moisture Contents	10	each	\$15.00	\$150.00
2.2 Atterberg Limit Determinations	10	each	\$55.00	\$550.00
2.6 Sieve Analysis	10	each	\$55.00	\$550.00
2.12Unconfined Compression Tests	8	each	\$50.00	\$400.00
2.22 Soluble Sulfate Content	6	tests	\$50.00	\$300.00
3.4Project Engineer	2	hour	\$120.00	\$240.00
3.8Graduate Engineer	16	hour	\$90.00	\$1,440.00
	. I <u>' ¥</u>]_		Subtotal	\$3,630.00
3. Technical Services	Quantity	Unit	Rate	Subtotal
Logging, Laboratory Assignment, Drafting and		O I II C	Itato	Captotal
Report Preparation				
3.1 Word Processing	5	hour	\$50.00	\$250.00
3.8Geologist	12	hour	\$95.00	\$1,140.00
3.9 Drafting	8	hour	\$60.00	\$480.00
	<u> </u>	, mour	Subtotal	\$1,870.00
4. Engineering Services - Geotechnical Report	Quantity	Unit		
3.1 Project Principal	Quantity 6		\$160.00	Subtotal
3.3Project Manager		hour		\$960.00
3.7 Graduate Engineer	20	hour	\$140.00	\$2,800.00
5.7Graduate Engineer	24	hour	\$90.00	\$2,160.00
			Subtotal	\$5,920.00

		IH-3 Southbour	IH-35 at RM 150 Southbound Frontage Road Hays County	o Je Road						
Fee Schedule/Budget for Kimley-Horn and Associates, Inc. Task Description	No. of PS&E Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	E.LT.	Serier CADD Operator	Admin / Clerical	Total Labor Hours	Total Direct Labor Costs
अहर-ग्र		00000	\$173.00	\$136.00	\$115,00	296.00	\$110.00	\$73.00		
D. Schenlatts Oruelopinant, D17. Develop Bridge states stans.	- I	2	8	16	92	9			8	•
D. Spring, Markings and Squidharkon. Dr. Stgaing and Payernett Markings.										·题
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a Editing Centifions b Signal Layouts		w 0	el e			松华			88	
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h Traffic Doring Details	t e	1		•	8	3			15	
Control Schedule Control Schedule Fig. Branchiston	≨	. 80		16					9	
a Safey Lighting Layouts b Electrical Circuit Plans	8	2	⊕ 10	12	12				28	\$ 10,520.00
o Identify Power Sources F4 Chambles	¥.	Sale properties	Name of the least			0.000		ALCO PERSONAL PROPERTY.		
a Traffic Control	\$		2	0	ф (7,0		100		
h Pavement Markings	[]			V = 0	•	• ao ç			220	\$ 1,019.00
E5 Summery Sheets		STATE OF THE PARTY OF	No. of Concession,	Section Section		STATE OF THE PARTY	STATE	を記され		器
g Smallungs Sons	4 66.			ess.	***					
Signals	•			EN.	2			7	202	1270.00
A Project Management (12 months) A1 Professor Brooks and special Sections										
A2 Create and submit monthly invoices b Prepare monthly progress reports	NA	12						12	8 2 3	\$ 3,578.00 \$ 3,578.00 \$ 7,152.00
I SUBTOTALS HOURS SUB-TOTALS	103	107	200	146	142	362	0	24	1,481	\$ 179,365.00

IH-35 at RM 150 Southbound Frontage Road Hays County

Fee Schedule/Budget for Kimley-Horn and Associates, Inc.

Expense Item	Unit	Unit Cost	Amount	Total Cost
Alexander de la companya de la comp	Visit in the little			
CADD Plotting	sf .	\$ 1.50		5
Mylar Plots	1	\$ 6.00	原始 。超到1	5
Digital Ortho Plotting	T.	\$ 2.00		\$
11"X17" Mylar	sheet	\$ 1.00	161	\$ 161.00
8 1/2" X 11" B/W Paper Copies	sheet	\$ 9.10		5
11" X.17" B/W Paper Copies	shoel	\$ 0.15	1,966	\$ 294.90
8 1/2" X 11" Color Paper Coples	sheet	9 1.00		5
11" X 17" Golor Paper Coples	sheet	\$ 1,80		3
Fax Copies	SPICOL	\$ 0.10	(2) (1) (1) (2) (2) (3) (4)	\$
Film and Development	#o#	\$ 8:00	SALVA STOR	\$
4 X 6 Digital Color Prints	bicture	\$ 0.50		3
Overstzed Digital Color Prints	picture	\$ 50.00	100000	S -
Standard Pestage	letter	\$ 0.39		S
Express Mail (Standard)	each	\$ 35.00		\$
Express Malit (Oversized)	each	\$ 30.00		3
Deliveries	each	\$ 25.00		\$
Alriace	each	\$ 200.00	100000000000000000000000000000000000000	\$
Rental Car	day	\$ 80.00		\$ -
Lodging	day	\$ 85.00		\$
Meals	ďay	\$ 36.00		S
Mileage	mile	\$ 0.585	240	\$ 140.40
GPS Rental	day	\$ 100,000		\$ -
HazMat Database Search	each	\$ 1,300.000		\$
Miscellarieous Project Related Expenses	NA.	at cost		\$ -
SUBTOTAL DIRECT EXPENSES	the real first of Control			\$ 596,30

Exhibit D

A5 A6

A7

A8

Prepare for and Attend Public Meetings

Graphic Support

IV. - SUBTOTALS HOURS SUB-TOTALS

SUBTOTAL (II.)

Materials Development

		IH-35 at F Southbound Fr Hays Co	ontage Ro	ad		
Fee S	chedu	le/Budget for Martin & Salinas				
		Task Description	Project Manager	Pub Involve Spec	Labor Hours	Total Direct Labor Costs
ANA ATT A			\$165.00	\$125.00		
		II. PUBLIC INVOLVEMENT	1			
Ā	Public	învolvement	i in the	20,		
	A1	Develop Public Involvement Plan	7		7	\$ 1,155.00
	A2	Project Coordination	18		18	\$ 2,970.00
	A3	Project Management	20	20	40	\$ 5,800.00
	A4	Small Group Meetings	80		80	\$ 13,200.00
	A5	Prepare Public Meeting notices	16		16	\$ 2,640.00
PROFESSION CLASS	MOY90387 A 255-20-1	the state of the s	CAMPAGE ACTION CONTRACTOR STREET, NO. 10	The bear of the Annie of the Control	COLOR STOCKNOOL TO SE	of Chamber Co. N. S. 1986

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\$ 33,825.00 \$ 5,000.00

54 \$

20

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8,910.00

\$ 2,500.00

\$ 38,825.00

10 \$ 1,650.00

225 \$ 38,825.00

EXHIBIT D						
Hays County Project - CP&Y Public Involvement - Person Hour Breakdown Nancy Ledbetter & Associates, Inc.						WA # 1
Public Involvement Expert						Loaded Direct
Work Description	######################################	# # # #	### **		TOTAL HRS	Labor Costs
Make arrangements for public hearing #1 Arrange for facility, court reporter, transaltor, security, clean-up, etc. Prepare graphics and materials for distribution at public housing	14	72	16		102	\$10,230
ordinate public meeting notices and affidavits for local publication (30 and 10 day notice) Coordinate with all parties on all arrangements and materials Stakeholder coordination, if necessary						
Develop comment and response report, summary and analysis from y bublic hearing Provide staffing for public meeting (2 people)	60	80			16	\$1,920
TOTAL NLA DIRECT LABOR	22	80	16		118	\$12,150
TOTAL NLA LABOR \$12,150		A = Nanc B = Faith	A = Nancy Ledbetter B = Faith George			
TOTAL DIRECTS \$16,179		C = Jill Giulietti	ulietti			
TOTAL LABOR AND DIRECT EXPENSES \$28,329		(See Dir	ect Expens	(See Direct Expense Sheet, next page)	ext page	

Page 13 of 19

Hays County Project - CP&Y Public Involvement - Direct Expenses

WA # 1

																	_				
TOTAI	COST	\$60	\$60	\$420	\$840	\$0	\$25	\$500	\$360	\$300	\$2,400	\$500	\$3,600	\$3,600	\$2,700	\$15,365	TOTAL	COST	\$814	\$814	
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(I Inite) # of Sheets		200	100	100	100	0	-	-	150	_	_	_	_	-	-		# of trips (Cost) (Units Round Trip)	# People	116		
		/ea	/ea	/ea	/ea	/ea	/ea	/ea	/ea	/ea	/ea	/ea	/ea	/ea	/ea		(Units`I		/mile		
Cost		0.10	0.20	1.40	2.80	15.00	25.00	500.00	0.80	\$ 100.00	\$ 800.00	\$ 500.00	#######	#######	\$ 500.00		Cost)		\$ 0.585 /mile		
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(# of sets) (Cost)	200	т	33	3	ж	_	1	1	3	3	m	_	m	3	3	Arrangn	# of trips		12		
Printing & Reproduction		8 1/2" x 11" copies	11" x 17" copies	8 1/2" x 11" two-sided color copies	11" x 17" two-sided color copies	Overnight Mail Letter Size (actual cost)	Overnight Mail Oversized (actual cost)	Court Reporter Services	Public notice printing & mailing	Miscellaneous Supplies for public meeting and public hearing	Audio visual equipment rental		Advertising in local newspaper - 1st paper	Advertising in local newspaper - 2nd paper	Advertising in local newspaper in Spanish	Total Direct Cost Associated w/Public Meeting/Hearing Arrangments	Travel	All travel is round trip per person	Mileage Round Trip (allowable state rate)	Total Direct Cost Associated w/Travel	
											-3	J				Ш			- 1		I

All travel is round trip per person					# People	ı	COST
Mileage Round Trip (allowable state rate)	12	6 9	0.585	/mile	116	II	\$814
Total Direct Cost Associated w/Travel							\$814

Iravel			
Cost Associated W/			
Direct Cost As			
Total Direct Co			
	i		

TOTAL DIRECT EXPENSES

\$16,179

Hays County 1H-35 at FM 150 Exhibit D

		KFA Labor	Cost	The Sales of the Sales Sales	1 030 49	1,730,40	3 3,332,04	0,0/2/90	1,700.40		7 13 638 88																	
		Hr/Unit		STATE STATE OF THE PARTY OF THE						olad = 131		-11																13.779
		Sub Total	Hours	の時間を記され	۶	2	\$ \$	3 2	9	Column Total = 131						\$72.75				00 063	\$7.50		640.00	20.046		071 3	L	59
	CLERICAL	\$58.27		このでは、大学のないのでは、大学のでは、	4					4	\$ 233	3.0%				\$0.49 per mile	\$25.00 per day	\$100.00 per night		\$0.20 ner conv	\$1.50 per sheet		C30 00 ner each					
ENGR.	TECH.	\$77.70		1000												\$0.49	\$25.00	\$100.00		\$0.20	\$1.50		00 003	20.00				
SR. ENGR.	TECH.	585.17		STATESTANCE.		- 2	-	2	!	36	\$ 3,066	27.3%																
L		\$85.17	SIROIR	A STATE OF THE PARTY OF THE PAR	끄			4		24	\$ 2,044	18.2%				150 miles	days	nights		100 copies	5 sheets		r each					
	ENGINEER	\$107.58		Service Service		2	40			52	\$ 5,594	39.4%				150				001	5		r	ł				
SENIOR	MANAGER ENGINEER ENGINEER	\$132.98		1																								
PROJECT	MANAGER	\$168.84		Hater State Control	4	CI	00	13		16	\$ 2,701	12.1%								_	£	es:	Ġŗ.v	terials				
SHEETS/	UNITS			N. Company									×		Travel:	Mileage	Per diem	Lodging	Copies:	Reproduction	Media (mylar)	Misc Expenses:	Express delivery	Research Materials				
/00 v (I	LASA	K Friese & Associates, Inc.			A.1. Data Collection	A.2. Hydrology / Drainage Area Maps	A.3. Hydraulic Analysis	A.4. Culvert Hydraulic Data Sheets	TOTAL NIMBER OF CHEETE.	HOURS:	LABOR COST:			DIRECT EXPENSES:									112			TOTAL DIRECT COST:		TOTAL PROJECT COST:

Exhibit D

Ecological Communications Corporation Proposal to Conduct Archeological Studies For IH 35 Southbound Frontage Roads, Hays County, Texas

COMPENSATION

EComm shall be compensated on a time-and-materials basis up to \$11,145.50 inclusive of labor and other direct costs. EComm's price is itemized below.

A			Project Phase					
Labor Category	Constraints and NEPA	Permit Coordination	Field Survey	Reporting	Admin and project management	Total Hours	Contract Rate	Extension
Program Manager				1	2.	3	\$132.00	\$396.0
Sr. Archeologist	2	8	8	6	2	26	\$123.00	\$3,198.0
Archeologist III/Field Director	8	,	20	30	1	59	\$62.00	\$3,658.0
Archeologist II/Crew Chief						0	\$58.00	\$0.0
Archeologist I/Field Technician	4	6	20	10	3	43	\$53.00	\$2,279.0
GIS Technician	4	4	4	4		12	\$60.00	\$720.0
Administrative					4	4	\$74.00	\$296.0
Direct Labor Subtotal					·	197		\$10,547.0
Direct Labor Total								\$ 10,547.00
REIMBURSABLE EXPENSES			4					
		ĺ	Project Phase					
Item	Constraints and NEPA	Permit Coordination	Field Survey	Reporting	Admin and project management	Totai	Rate	Extension
Mileage			150		,	150	\$ 0.580	\$87.0
Mailing and courier			2		:	2	\$ 10.00	\$20.0
Supplies			1		1	1	00	\$
	15	20	25	700	5	765	\$ 0.10	\$76.5
8.5" x 11" b/w copies				2-2	_	22-		200=0
	5	10	15	350	5	385	\$ 1.00	\$385.0
8.5" x 11" b/w copies 8.5" x 11" color copies Expenses Subtotal	5	10	15	350	5	385	\$ 1.00	\$385.0 \$598.5

TRAFFIC ENGINEERING STUDIES	Principal	Project Manager / Senior Engineer	Senior Planner	EIT / Junior	j.		, , , , , , , , , , , , , , , , , , ,
. Data Collection		à			Cirginati seci	Adminyciencal	IOIALS
Collect!Review TyDOT traffic counts for 11.135 coordate foremanages statistics and the same as a			- 4-1				
Tube Courts for 1 week data inclinding daily maintenance of populations.		-		4			9
Develop AADT projections for SRER SR on ramo CR off sealon			-	2	16		
Develop ESALS using TxDOT criteria for noted roadways	-	2		00			10
Administrative tasks, setup, invoicing, etc.	-	7		80			11
Utilizing existing traffic data for the I-35 corridor (TPP permanent count station data, traffic data projections by ATG		-				4	2
TOTAL HOURS	1	9	-	22	16	4	34
Loaded Labor Rate \$	175.00	\$ 150.00 \$	\$ 124.00\$		69		5
TOTAL LABOR COST &	175.00			,		00:1-1	
DIDECTTCVOCASC				CNIT COST			
MINISTER ENDES			TINO		QTY	Cost	i
N N N N N N N N N N N N N N N N N N N			MILE	\$ 0.550	490\$	\$ 269.50	
Aripial / frontane coard tube count			DAY	36.00		-	
Mainlane tuhe rount			LS	\$ 275.00		3\$ 825.00	
B/W PLOTOCOPIES (8 5X11)			S	\$ 550.00		55	
COLOR PLIOTOCOPIES (8 5-411)			ËĄ	0.10	308	3.00	
RAW PLIOTOCOPIES (13 V12)			EA	1.00			
COLOR PLICTOR SET 17 177			EA	\$ 0.15		,	
CADDoning			EA	\$ 1.20	90	-	
Orange Carlos			SF	1.50	\$0	,	
White AND A DLOTE (44 V4 Z)			5	\$ 2.00	90	,	
WILLE WILD'S (1717)			EA	3.1.00	\$0	59	
Counter Service			EA	\$ 10.00		\$ 10.00	
			EA	-		\$ 0	
TOTAL EXPENSES		Ĭ	TOTAL EXPENSES			\$ 1,657.50 \$	\$ 1,657.50

Alliance Transportation Group

FM 150 Frontage Road Realignment

PROJECT EST	PROJECT ESTIMATE WORKSHEET	H.										
SS	Project Name: SB Frontage Road Kyle		The same of the sa		Proj	Project Number:	P2008-00605					
Ö					Est. F	Est. Prepared By:	CMS					
Municipality: Kyle State: Tx					10000	Date:	10/7/2008					
		Project	Staff	Field Die	3 Person Survey	gPS	GPS	Sr. Survey	Survey	Clerical	Mileade	
-		Manager	Surveyor	Coordinator	Field Crew	Receiver	Data Processor	Technician	Technician	Support	ni I	
	**	\$ 125.00	\$ 110.00	\$ 85.00	\$ 150.00	\$ 25.00	\$ 105.00	\$ 85.00	\$ 75.00	\$ 50.00	0.45	
ISTING	RECOVERVERIFY EXISTING CONTROL		3.0		30.0	40.0	4.0	10.0		1.0	80.0	\$ 7,186.00
TOPOGRAPHIC SURVEY		10.0	40.0	4.0	230.0	50.0		140.0	75.0	2.0	764.5	\$ 59,709.00
GEO-TECHNICAL BORINGS			1.0		5.0			2.0	1.0			\$ 1,105.00
RIGHT-OF-WAY SERVICES (33tracts)	3tracts)	20.0	150.0	10.0	350.0			340.0	397.0	5.0	1611.1	\$ 132,000.00
-		30.0	194.0	14.0	615.0	90.0	4.0	492.0	473.0	8.0	2455.6	
Sub-Total: \$	200,000.00	\$ 3,750.00 \$ 21,	\$ 21,340.00	\$ 1,190.00	\$ 92,250.00	\$ 2,250.00	\$ 420.00	\$ 41,820.00	420.00 \$ 41,820.00 \$ 35,475.00	\$ 400.00 \$	П	1,105.00 \$ 200,000.00
GRAND TOTAL:	\$200,000.00	2%	11%	8-	46%	\$	*60	* K	18%	%0	48	

SURVE	YING AND	SURVEYING AND MAPPING, INC.											
PROJECT		ESTIMATE WORKSHEET	IEET									and the same of	
									-	The state of the s	-	-	
Project I	Name: SB	Project Name: SB Frontage Road Kyte				-	Project Number:	P2008-00605					
0.5	Client: CPY	<u> </u>					Est Prenared By:	2		100 Marin 1			
Munici	Municipality: Kyle	90						40425000			-	-	Andrew Co. Co. Spinster
	State: Tx						Date	IQI I SIZONO					
+			Project	Staff	Record	2 Person Survey	2 Person	Sr. CADD	Mobilization	Denth	dtag		
			Manager	Engineer	Research	Field Crew	Designating Crew	Technician	S/Mile	0 to 5'	5' to 12'		1
Task			\$ 145.00	\$ 130.00	\$ 85.00	\$ 130.00	v,	\$ 80.00	\$ 4.95	00 066 \$	\$ 1780.00		
	-	CONTRACTOR OF THE PROPERTY OF	CASACIA CITATION SERVICES	CONTRACTOR CONTRACTOR	DESCRIPTION OF THE PARTY OF THE	TOWN TO A STATE OF THE PARTY OF	CALL THE STREET	さんちょう ないない かんかん	STATE OF STATE	STOREST CONTRACTOR	SAN CHARACTER STATES	現代 丁香味	
QUALITY LEVEL B	8		42.0	75.0	120.0	133.0	268.0	108.0	0.0	0.0	0.0		\$ 91,634.00
OVERHEAD UTILITY REVIEW	LITY REVIEW	N	0.0	4.0	0.0	0.0	16.0	9.0	0.0	0.0	0.0		\$ 3,608.00
QUALITY LEVEL A	V		0.0	0.0	0.0	0.0	0.0	0.0	90.0	90.0	50.0		\$ 138,945.50
						11.00					1		
TOTAL HRS			42.0	79.0	120.0	133.0	284.0	117.0	90.0	50.0	50.0		
Sul	Sub-Total: \$	234,187.50	\$ 6,090.00	6,090.00 \$ 10,270.00	\$ 10,200.00	\$ 17,290.00	\$ 42,032.00	\$ 9,360.00	\$ 445.50	445.50 \$ 49,500.00	\$ 89,000.00		\$ 234,187.50
GRAND TOTAL:	TOTAL:	\$234,187.50	2.6%	4.4%	47.4%	7.4%	47,9%	40.0 4.0%	0:2%	271/136	38.0%	9600	
			The second secon						The same of the sa		-		

Exhibit D

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

	1 Hone	(312) 37.	J-420J I AA	(312) 373-2202	•
AGENDA ITEM: 0 for the months of No			ble action t	o consider Con	nmissioners Court scheduling
CHECK ONE:	CONSENT		TION	EXECUTI	VE SESSION
	WORKSHO	P	PROCL	AMATION	PRESENTATION
PREFERRED ME	ETING DATE RE	QUEST	ED: Nove	mber 18, 2008	
AMOUNT REQUI	RED:			,	
LINE ITEM NUM	BER OF FUNDS I	REQUIR	ED:		
REQUESTED BY:	BARTON				***************************************
SPONSORED BY:	BARTON	·			
SUMMARY:					

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 setting policy for consideration of review comments on Water Availability Studies from Hays Trinity Groundwater District.
TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP
PREFERRED MEETING DATE REQUESTED: 11/18/08
AMOUNT REQUIRED:
LINE ITEM NUMBER OF FUNDS REQUIRED:
REQUESTED BY: Jerry Borcherding
SPONSORED BY: Will Conley
SUMMARY:

Memorandum of Understanding

Between

Hays County, Texas and Hays Trinity Groundwater Conservation District Regarding

Collaborative Review of Groundwater Availability Studies

...

This Memorandum of Understanding ("MOU") represents the intent and understanding of Hays County, a political subdivision of the State of Texas ("the County"), and the Hays Trinity Groundwater Conservation District, a Groundwater Conservation District created under Chapter 36 of the Texas Water Code ("the District"). The County and the District are collectively referred to as "the Parties."

This MOU is executed pursuant to an Order of the Hays County Commissioners Court, which, on October 23, 2007, expressed a desire to collaborate with Groundwater Conservation Districts in the greater Hays County region in order to receive input and recommendations regarding Groundwater Availability Studies submitted to the County by applicants for platted subdivisions under Section 3.12 of the Hays County Subdivision and Development Regulations (See Hays County Commissioners Court Agenda Item 24693).

I. PURPOSE.

This MOU is being executed for the purpose of providing guidelines for the collaboration of the County and the District in reviewing Groundwater Availability Studies. Such studies are currently required to be submitted to the County by certain applicants for subdivision under the Interim Hays County Subdivision and Development Regulations, and it is anticipated that such studies will continue to be required once the Interim Regulations are made permanent by vote of the Hays County Commissioners Court. As stated in the paragraph above, the Hays County Commissioners Court has requested 1) that Hays County staff provide copies of such studies to the Groundwater Conservation Districts that may be affected by any proposed subdivision, and 2) that Hays County staff should consider any recommendations made by Groundwater Conservation Districts after their review of such studies.

II. DUTIES OF THE COUNTY.

The County shall, within five (5) business days of receiving information submitted under Section 3.12 of the Interim Hays County Subdivision and Development Regulations, or its corresponding Section in any rules made permanent by vote of the Hays County Commissioners Court ("Groundwater Availability Information"), contact the District's Representative using the contact protocol cited in Section V, below. Upon contacting the District under this Section, the County shall inform the District's Representative of the County's receipt of Groundwater Availability Information, and shall immediately send a copy of that Information to the District's Representative.

The County shall consider any and all recommendations made by the District after the District's review of any Groundwater Availability Information. At no time shall the County be construed as acting on the direction of the District, its agents, and/or its representatives. The County shall not be in breach of the terms and conditions of this MOU if it chooses not to follow the recommendation(s) made by the District.

III. DUTIES OF THE DISTRICT.

The District shall, within ten (10) business days of receiving Groundwater Availability Information from the County, provide a written recommendation to the County's Party Representative using the contact protocol cited in Section V, below. The District's written recommendation shall include but not necessarily be limited to: 1) the District's opinion of how the proposed subdivision's plan corresponds to water availability requirements of the Texas Commission on Environmental Quality, and 2) the District's opinion of how the proposed subdivision's plan corresponds to water availability requirements of the County. The Parties note that the Duties cited in this Section fulfill, in part, the District's Obligations under its contract with the County executed in October 2007.

IV. TERMINATION.

Either Party may terminate this MOU by providing thirty- (30-) days written notice to the non-terminating party.

V. REPRESENTATIVES; CONTACT PROTOCOL.

Representative. Until either Party provides written notice otherwise, the Representatives for each of the Parties are as follows:

The County: Sandra Irvin The District: Andrew Backus

1251 Civic Center Loop 14101 Hwy 290 W, Bldg 100, Ste 212

San Marcos, TX 78666 Austin, TX 78737

& Ph: 512 393 2157

Ph: 512.858.9253

Contact Protocol. Any party corresponding under this MOU shall make every effort to do so by email. If the nature of correspondence or the other Party's unavailability makes correspondence by email impracticable, then the party corresponding under this MOU shall use U.S. Mail, private courier, or parcel post.

VI. MISCELLANEOUS.

Compliance With Laws. Each Party agrees to comply with all laws, regulations, rules, and ordinances applicable to this MOU and/or applicable to the Parties performing the terms and conditions of this MOU.

Severability. If any Section or provision of this MOU is held to be invalid or void, the other Sections and provisions of this MOU shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this MOU shall be construed so that they are as consistent with the parties' intents as possible.

Multiple Counterparts. This MOU may be executed in several counterparts, all of which taken together shall constitute one single MOU between the parties.

Section Headings; Exhibits. The Section and Subsection headings of this MOU shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the MOU

are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

Waiver By Party. Unless otherwise provided in writing by the waiving Party, a waiver by either of the Parties to this MOU of any covenant, term, condition, agreement, right, or duty that arises under this MOU shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this MOU.

Governing Law; Venue. THIS MOU SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this MOU will be brought in Hays County, Texas.

Assignment. Neither party to this MOU may assign it duties, interests, rights, benefits and/or obligations under this MOU, in whole or in part, without the other party's prior written consent thereto.

Entire Agreement; Amendment. This MOU (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this MOU must be made in writing and signed by the Parties to this MOU prior to the performance of any terms or conditions contained is said amendments.

The Parties to this Memorandum of Understanding Between Hays County, Texas and the Hays Trinity Groundwater Conservation District Regarding Collaborative Review of Groundwater Availability Studies hereby agree, as is evidenced by their authorized signatures, below.

The County	The District			
Elizabeth "Liz" Sumter	Andrew H. Backus President			
Hays County Judge 111 E. San Antonio, Suite 300	Hays Trinity Groundwater Conservation District			
San Marcos, TX 78666	Physical Address: 14101 Hwy 290 W, Bldg 100, Ste 212			
	Austin, TX 78737			
Attest:				
Linda Fritsche, Hays County	Clerk			

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 Civil Division Chief to retain outside counsel in collaboration with the City of Austin and the Hill Country Conservancy for preliminary transactional work on the Dahlstrom Ranch project, the costs of outside counsel services not to exceed \$10,000.00.

TYPE OF ITEM: Action

PREFERRED MEETING DATE REQUESTED: November 18, 2008

AMOUNT REQUIRED: not to exceed \$10,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 45-499-xxxx

REQUESTED BY: BARTON

SPONSORED BY: BARTON

SUMMARY: The City of Austin and the Hill Country Conservancy have requested that Hays County participate in cost-sharing for legal transactional services associated with the Dahlstrom Ranch project. The parties have been consulting with outside counsel already. Since Hays County stands to benefit from the services being provided, some form of cost-sharing does seem appropriate.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the Civil Division Chief to retain outside counsel i collaboration with the City of Austin and the Hill Country Conservancy for preliminary transactions work on the Dahlstrom Ranch project, the costs of outside counsel services not to excee \$10,000.00.

PREFERRED MEETING DATE REQUESTED: November 18, 2008
COUNTY AUDITOR
Typically Requires 1 Business Day Review
AMOUNT AND FUND LINE ITEM NUMBER \$10,000.00 45-499-????
COUNTY PURCHASING GUIDELINES FOLLOWED:N/A
PAYMENT TERMS ACCEPTABLE:N/A
COMMENTS: We will create a line item if the Court approves this agenda item. It will require a
budget amendment.
Bill Herzog
SPECIAL COUNSEL
Typically Requires 9 Business Day Review
CONTRACT TERMS ACCEPTABLE:
COMMENTS:
COLOLOVITORI COLUM
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

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

Α	G	ΕN	D	Α	ITF	M	١

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BUDGET AMENDMENT TO ADJUST SALARY OF HAYS COUNTY JUVENILE CENTER FACILITY ADMINISTRATOR

CHECK ONE:	CONSENT XX	ACTION EXECU	TIVE SESSION
	□ WORKSHOP	PROCLAMATION	PRESENTATION
PREFERRED MI	EETING DATE REQU	ESTED: 18 November 2008	8
AMOUNT REQU	IRED: \$5264 (Differer	1ce between \$64671 and \$59	407)
LINE ITEM NUM	BER OF FUNDS REQ	QUIRED:	
REQUESTED BY	: Judge Howard S. Wa	arner, and Hays County Ju-	venile Board Members
SPONSORED BY			
CHINADA A DAV			

SUMMARY:

Criteria by Salary Committee was reviewed. After said review of similar positions throughout the State, and in light of the responsibilities, tenure and job description of our Juvenile Center Facility Administrator, it was Resolved by the Hays County Juvenile Board to adjust his salary to the mid-level of the next Grade (115), which is still within the range of Grade 114. Grade change will be determined at appropriate time.

Agenda Item Routing Form

DESCRIPTION OF Item: BUDGET AMENDMENT TO ADJUST SALARY OF HAYS COUNTY JUVENILE CENTER FACILITY ADMINISTRATOR

PREFERRED MEETING DATE REQUESTED: November 18, 2008
COUNTY AUDITOR
Typically Requires 1 Business Day Review
AMOUNT AND FUND LINE ITEM NUMBER \$5264 (Difference between \$64671 and \$59407)
COUNTY PURCHASING GUIDELINES FOLLOWED:N/A
PAYMENT TERMS ACCEPTABLE: N/A
COMMENTS: The budget will need to be amended.
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

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 sign a Compliance Letter offered by TXDOT to ensure that Hays County will remain in compliance with TXDOT's policies and procedures for Right of Way Acquisition under the Pass Through Toll Agreement.

TYPE OF ITEM: Consent

PREFERRED MEETING DATE REQUESTED: November 18, 2008

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: SUMTER

SPONSORED BY: SUMTER

SUMMARY: TXDOT requires that anyone performing ROW Acquisition while under a contract with TXDOT (such as the Pass Through Toll Agreement) execute a Compliance Letter recognizing the policies and procedures issued by TXDOT.

CERTIFICATION OF COMPLIANCE

Hays County, the Developer under a Pass-Through Toll Agreement with the Texas Department of Transportation (TxDOT) for the purpose of constructing and operating improvements to FM 110 (San Marcos Loop), FM 1626, IH 35 and US 290 West pursuant to Texas Transportation Commission Minute Order 110537 (the Project), hereby certifies that:

- real property will be acquired for the Project right of way in compliance with all applicable State and Federal laws and requirements, including the policies and practices of the Right of Way Manual Collection of TxDOT's Online Manual System and Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq.;
- (2) it has received and has continuing access to the Online Right of Way Manual Collection; and
- prior to the implementation of any procedures that are at variance with established TxDOT policies and practices for the acquisition of real property, Hays County will submit such procedures in writing to TxDOT's District Engineer for the Austin District and the Executive Director's approval must be obtained.

For purposes of this Project, it is understood that references in the Right of Way Manual Collection to TxDOT personnel, District personnel, District, District Engineer, ROW Division, Director of the ROW Division, and other similar TxDOT employees or titles involved in the acquisition process shall be deemed to mean Hays County and its authorized agents. It is the intent of this provision to allow Hays County to acquire real property for the Project on behalf of the State without prior review and approval of TxDOT, subject to compliance with all applicable State and Federal laws and requirements as described above, the variance procedure, and TxDOT's audit and enforcement obligations.

HAYS COUNTY		
By:Elizabeth Sumter County Judge		
FEDERAL HIGHWAY ADMINISTRATION		
By: Printed Name: Title:		

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

Request forms are due in the County Judge's Office

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

AGENDA ITEM: the Building mair necessary.	Discussion & pos	sible action enile Probat	to repair or re ion Department	place wrecked vehicles in ts and amend the budget if
CHECK ONE:	CONSENT X	ACTION	☐ EXECUTIV	E SESSION
	□ WORKSHOP		CLAMATION	☐ PRESENTATION
PREFERRED ME	ETING DATE REQ	UESTED: N	ovember 18, 2008	
AMOUNT REQUI	RED: TBD		· · · · · · · · · · · · · · · · · · ·	
LINE ITEM NUM	BER OF FUNDS RE	EQUIRED: T	BD	
REQUESTED BY:				
SPONSORED BY:	<u></u>	····		
SUMMARY: Both	departments have a	wrecked ve	hicle that the Co	urt needs to determine if they
want to fix them or	replace them. We	have receive	d insurance proc	eeds that are close to the total
value of the vehicles	S.			
	Bi	ll Herzog		
<u> </u>				

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: Panel Discussion / Workshop moderated by Naismith and Borcherding with other invited experts and stakeholders to discuss the importance, impacts and options regarding volumetric controls within proposed development regulations. Possible action by court may follow.

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

PREFERRED MEETING DATE REQUESTED: November 18, 2008; 2 p.m.

AMOUNT REQUIRED: na

LINE ITEM NUMBER OF FUNDS REQUIRED: na

REQUESTED BY: Borcherding/Ford

SPONSORED BY: Ford

SUMMARY: The impact of hydrologic change in our watersheds is evident in streams throughout Central Texas. Increased impervious cover with inadequate storm water controls will result in hydrologic changes that significantly alter the natural and traditional character of our streams, impact water quality and threaten public and private infrastructure.

The idea for this panel discussion and workshop was spawned from a lively and illuminating phone conversation on the topic of "rate and volume controls" between Naismith, Mike Kelly (COA watershed protection), Jerry Borcherding and KLF.

Discussion participants on 11/18 will be Mike Kelly (or rep from COA watershed protection dept), Hank Smith (Faulkner Engineering), Raymond Slade (Hydrologist), Jim Scaief (Murfee Engineering) and possibly others not yet confirmed.

Court members are encouraged to be familiar with Chapter 725 of proposed development regulations, particularly Sub-chapter 3.

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

TYPE OF ITEM: EXECUTIVE SESSION

PREFERRED MEETING DATE REQUESTED: November 18, 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.