

**Commissioners Court -November 25, 2008
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **25TH day of November, 2008**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**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	Fire Marshal presentation to the court by Mark Chambers. SUMTER
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PUBLIC COMMENTS

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

CONSENT ITEMS

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

2	2	Approve payments of county invoices. HERZOG
3	3-12	Approve Commissioner Court Minutes of November 17 TH & 18 TH , 2008 SUMTER/FRITSCH
4	13-14	Authorize Commercial OSSF Permit for St. Mark's Episcopal Church of San Marcos for a Chapel and Sanctuary located at 3039 Ranch Road 12, San Marcos, in Precinct 3.CONLEY/PRATT
5	15-16	Authorize Institutional OSSF Permit for AVOCA LTD. for a deer processing facility located at 1310 Old Martindale Road in Precinct 1. INGALSBE/SMITH
6	17-28	Approve award of contract to PSI for Geotechnical Services for the Hays County Government Office Complex and authorize County Judge to execute same. INGALSBE/HERZOG/MAIORKA

ACTION ITEMS

ROADS

7	29-30	Call for a public hearing on December 9, 2008 to establish traffic regulations in Mount Olive Ranch subdivision. CONLEY/BORCHERDING
8	31	Call for a public hearing on December 9, 2008 to establish traffic regulations on Fischer Store Rd, CR 181. CONLEY/BORCHERDING
9	32-33	Approval to purchase a backhoe, previously owned by the county, from the insurance company for not more than \$4,999.00. INGALSBE/BORCHERDING

SUBDIVISIONS

10	34-36	08-3-48 The Ridge at Wimberley Springs—Section 1 (1 Lot). Consider approval of Preliminary Plan. CONLEY/GARZA
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MISCELLANEOUS

11	37-41	Discussion and possible action to accept the proposal from DeMoss Plumbing Co., Inc. for plumbing services at the Juvenile Detention Center and amend the budget if necessary. SUMTER/HERZOG
12	42-68	Discussion and possible action to authorize the County Judge to execute a contract with Halff Associates, Inc. to prepare and submit a grant application for up to \$300,000 to the Texas Water Development Board for a Flood Protection Planning

		study of that portion of the County drained by the Guadalupe/Blanco River Basin INGALSBE /CONLEY/HAUFF
13	69-74	Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Kyle to participate in IH 35 & 210 project.(Home Depot overpass) BARTON
14	75	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
15	76-82	Discussion and Possible action to consider the transfer or lease of approximately 1,300 sq. ft. at the intersection of LBJ and MLK Drives to the City of San Marcos for the placement of a commemorative marker and to authorize Commissioner Ingalsbe and Special Counsel, Mark Kennedy to negotiate and prepare an interlocal agreement for same. INGALSBE/JONES
16	83-84	Discussion and Possible action to authorize Uniform Rentals for the Hays County Civic Center. INGALSBE/NELSON
17	85-90	Discussion and Possible action to consider the transfer of funds from Staff Salaries and FICA to Misc. Equipment in the Hays County Civic Center Budget. INGALSBE/NELSON
18	91-101	Discussion and Possible Action to Authorize the County Judge to execute a Consulting Services Agreement with Theresa Schwartz for consulting services associated with Pass Through Toll Agreement improvements in Precinct 2 and/or the surrounding Interstate 35 corridor area. BARTON
19	102-109	Discussion and Possible action to authorize the Purchasing Department to advertise a Request for Qualification for the design of FM 110/San Marcos Loop. INGALSBE
20	110	Discussion and possible action to clarify and approve Salary Administration practices. SUMTER/BAEN

Workshop

21	111	1 PM Presentation and discussion of Hays County Health Assessment by Jim Walker. SUMTER
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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.

22	112	Executive Session pursuant to 551.071 of the Texas Government Code, regarding Cause No. D-1-GV-07-002293, Styled as Travis County, Texas and the State of Texas et al vs. Coldwater Development, Ltd., and Rodman Excavation, Inc. et al and pending litigation related thereto. Possible action to follow in open Court. FORD
23	113	Executive Session pursuant to 551.071 of the Texas Government Code, regarding THK, L.L.C vs. Hays County and pending litigation related thereto. SUMTER
24	114	Executive Session pursuant to 551.071 of the Texas Government Code, regarding Krueger vs. Hays County and pending litigation related thereto. SUMTER

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 21ST 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.

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: Fire Marshal presentation to the court by Mark Chambers.

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

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Chambers

SPONSORED BY: SUMTER

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

2:00 p.m. Every Wednesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve payment of county invoices.

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

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

PREFERRED MEETING DATE REQUESTED: 11-25-08

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog 

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: APPROVE COMMISSIONERS COURT MINUTES OF NOVEMBER 18, 2008

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

PREFERRED MEETING DATE REQUESTED: NOVEMBER 25,2008

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCH

SPONSORED BY: SUMTER

SUMMARY:



NOVEMBER 17, 2008

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STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 17TH DAY OF NOVEMBER A.D., 2008, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER
DEBBIE GONZALES INGALSBE
JEFFERSON W. BARTON
WILL CONLEY
ELIZABETH Q. GONZALEZ

COUNTY JUDGE
COMMISSIONER, PCT. 1
COMMISSIONER, PCT. 2
COMMISSIONER, PCT. 3
DEPUTY COUNTY CLERK

WITH COMMISSIONER PRECINCT 4 KAREN FORD ABSENT; AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Sumter called the meeting to order.

25697 CANVASS ELECTION RESULTS FOR THE GENERAL ELECTION HELD NOVEMBER 4, 2008

Elections Administrator, Joyce Cowan presented the results of the General Election held on November 4, 2008. To finalize the election returns to elect presidential electors, Members of Congress, Members of the Legislature, and State, District, County, and Precinct Officers. A motion was made by Commissioner Conley seconded by Judge Sumter to canvass election results for the General Election held November 4, 2008. All present voting "Aye". MOTION PASSED

25698 APPROVE A RESOLUTION CANVASSING THE RETURNS AND DECLARING THE RESULTS FOR THE BOND ELECTION HELD NOVEMBER 4, 2008 AND OTHER MATTERS IN CONNECTION THEREWITH

Joyce Cowan, Elections Administrator presented results of the Bond Election: For = 33,023 Against = 17,474. To finalize the election returns on Hays County proposition for: "The issuance of \$207,110,000 of Hays County Road Bonds for county road and/or state highway construction and improvement, and for constructing and improving those roads that are the subject of an existing partnership agreement between the County and the Texas Department of Transportation (including sections of IH 35, FM 1626, FM 110, and US Hwy 290) pursuant to which the county expects to be reimbursed for a maximum amount of \$133,170,000 over time; and sections of Old Bastrop Highway, SH 21, Dacy Lane, Post Road, FM 967, Lakewood Drive, FM 150, RR 12, FM 2325, ~~US Hwy 290, Lime Kiln Road, and RM/FM 1826;~~ and the levying of a tax in payment thereof." A motion was made by Commissioner Conley seconded by Commissioner Barton to approve a Resolution canvassing the returns and declaring the results for the Bond Election Held November 4, 2008 and other matters in connection therewith. All present voting "Aye". MOTION PASSED

25699 CANVASS ELECTION RESULTS FOR THE ADOPTION ELECTION HELD NOVEMBER 4, 2008

Joyce Cowan, Elections Administrator presented the results of the collective bargaining adoption election held November 4, 2008: For = 30,987 Against = 17,226. To finalize the election returns on Special Election for the following: "Adoption of the state law applicable to fire fighters and police officers that establishes collective bargaining if a majority of the affected employees favor representation by an employees association, preserves the prohibition against strikes and lockouts, and provides penalties for strikes and lockouts." A motion was made by Commissioner Ingalsbe seconded by Commissioner Barton to canvass election results for the adoption election held November 4, 2008. All present voting "Aye". MOTION PASSED



Court was adjourned.

I, LINDA C. FRITSCHKE, 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 NOVEMBER 17, 2008.



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





NOVEMBER 18, 2008

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STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 18TH DAY OF NOVEMBER 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. FRITSCH

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 Conley gave the invocation and led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

25700 ADOPT PROCLAMATION DECLARING THE MONTH OF NOVEMBER 2008 "HOME CARE AND HOSPICE" MONTH

A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to adopt a proclamation declaring the month of November 2008 "Home Care and Hospice" Month. All voting "Aye". MOTION PASSED

25701 ADOPT PROCLAMATION RECOGNIZING THE WEEK OF NOVEMBER 16TH - 22ND AS "TACKLE HUNGER WEEK"

A motion was made by Commissioner Conley, seconded by Commissioner Ford to adopt a proclamation recognizing the week of November 16th - 22nd as "Tackle Hunger Week". All voting "Aye". MOTION PASSED

PUBLIC COMMENT

[T1-202] Carl Owens (SWimberley) made public comment regarding the CPAT Scoring and moratorium on bond funds.

25702 APPROVE PAYMENT OF COUNTY INVOICES

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve payment of county invoices for week of November 4, 2008 in the amount of \$1,077,662.64; for the week of November 11, 2008 in the amount of \$606,918.50; the week of November 18, 2008 in the amount of \$1,126,695.92 as recommended by the County Auditor with removal of two invoices from P2Emulsions in the amount of \$48,020.04 and \$24,682.32 in the Road & Bridge General Fund on the 11/11/08 disbursement report. All voting "Aye". MOTION PASSED

25703 APPROVE COMMISSIONERS COURT MINUTES OF OCTOBER 28, 2008

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve Commissioners Court Minutes of October 28, 2008 as presented by the County Clerk. All voting "Aye". MOTION PASSED

25704 APPROVE RENEWAL 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

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve renewal 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. All voting "Aye". MOTION PASSED



25705 APPROVE RENEWAL BID #2006-B04 "PLUMBING SERVICES FOR COUNTY BUILDINGS" FOR ONE (1) ADDITIONAL YEAR AS PROVIDED FOR IN ORIGINAL BID WITH TEXAS STATE PLUMBING

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve renewal bid #2006-B04 "Plumbing Services for County buildings" for one (1) additional year as provided for in original bid with Texas State Plumbing. All voting "Aye". MOTION PASSED

25706 AUTHORIZE COUNTY JUDGE TO EXECUTE A CONTRACT WITH LEXIS/NEXIS RELATING TO ADVANCED PERSON SEARCH AND ASSET LOCATIONS FOR COLLECTION PURPOSES

Collections Administrator Judy Seim spoke of this a continuation of services currently being utilized. A motion was made by Commissioner Barton, seconded by Commissioner Ford to authorize the County Judge to execute a contract with Lexis/Nexis relating to advanced person search and asset locations for collection purposes. All voting "Aye". MOTION PASSED

25707 APPROVE AUGUST 2008 AND SEPTEMBER 2008 TREASURER'S REPORTS AND INVESTMENT REPORTS

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve August 2008 and September 2008 Treasurer's Reports and Investment Reports. All voting "Aye". MOTION PASSED

25708 APPROVE AWARD OF BID #2009-B02 "POLICE MOTORCYCLES" FOR HAYS COUNTY SHERIFF'S DEPARTMENT TO 35 NORTH HONDA

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve award of Bid #009-B02 "Police motorcycles" for Hays County Sheriff's Department to 35 North Honda. All voting "Aye". MOTION PASSED

25709 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

A motion was made by Commissioner Barton, seconded by Commissioner Ford to 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. All voting "Aye". MOTION PASSED

25710 AUTHORIZE 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

A motion was made by Commissioner Barton, seconded by Commissioner Ford to authorize 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. All voting "Aye". MOTION PASSED

25711 APPROVE UTILITY PERMITS

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve utility permits #1992 on Fulton Ranch Road issued to PEC, #1993 on CR105/Turnersville Road issued to Texas Gas Service, #1994 on Trail Driver issued to LCRA, #1995 on CR122/Bebee Road issued to PEC, #1996 on Francis Harris/CR265 issued to PEC, and #1997 on Francis Harris/CR265 issued to PEC as presented by the Hays County Road Department. All voting "Aye". MOTION PASSED

25712 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

A motion was made by Commissioner Barton, seconded by Commissioner Ford to 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. All voting "Aye". MOTION PASSED



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25713 APPROVE AWARD TO MULTIPLE VENDORS FOR BID #2009-B01 ROAD BUILDING MATERIALS

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve award to multiple vendors for Bid #2009-B01 Road Building materials. All voting "Aye". MOTION PASSED

25714 AUTHORIZE COMMERCIAL OSSF PERMIT FOR BETH ADAMS FOR AN AUTOMOTIVE REPAIR SHOP LOCATED AT 18161 FM150 WEST, DRIFTWOOD, IN PRECINCT 4

A motion was made by Commissioner Barton, seconded by Commissioner Ford to authorize Commercial OSSF Permit for Beth Adams for an automotive repair shop located at 18161 FM 15 West, Driftwood, in Precinct 4. All voting "Aye". MOTION PASSED

25715 APPROVE CANCELING COMMISSIONERS COURT MEETING OF DECEMBER 2ND AND 30TH, 2008

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve canceling Commissioners Court Meeting of December 2nd and 30th, 2008. All voting "Aye". MOTION PASSED

25716 ACCEPT DONATION TO THE SHERIFF'S OFFICE FROM DRIPPING SPRINGS COOKOFF CLUB FOR \$750 AND AMEND THE BUDGET ACCORDINGLY

A motion was made by Commissioner Barton, seconded by Commissioner Ford to accept donation to the Sheriff's Office from Dripping Springs Cookoff Club for \$750 and amend the Budget accordingly. All voting "Aye". MOTION PASSED

25717 APPROVE REPLACEMENT OF LAPTOP COMPUTER FOR EXTENSION OFFICE AND AMEND THE BUDGET ACCORDINGLY

A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve replacement of laptop computer for Extension Office and amend the Budget accordingly. All voting "Aye". MOTION PASSED

25718 APPROVE THE COUNTY JUDGE TO EXECUTE AN AGREEMENT WITH THE CITY OF BUDA FOR LIBRARY SERVICES AT THE BASIL ANTHONY MOREAU MEMORIAL LIBRARY

Special Counsel Mark Kennedy spoke of changes made in the agreement. A motion was made by Commissioner Barton, seconded by Commissioner Ford to approve the County Judge to execute an agreement with the City of Buda for library services at the Basil Anthony Moreau Memorial Library. All voting "Aye". MOTION PASSED

25719 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 [T1-374]

Dan Wegmiller spoke. A motion was made by Commissioner Ford, seconded by Commissioner Conley 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. All voting "Aye". MOTION PASSED

25720 [08-4-60 - 34 lots] HIGHPOINTE PHASE 4 SECTION 1B AN AMENDED PORTION OF HIGHPOINT PHASE 4 SECTION 1 - APPROVE PLAT AMENDMENT PURSUANT TO THE TEXAS LOCAL GOVERNMENT CODE SECTION 232.011 [T1-450]

Subdivision Coordinator Clint Garza gave staff recommendation for approval of plat amendment. A motion was made by Commissioner Ford, seconded by Judge Sumter to approve plat amendment pursuant to the Texas Local Government Code Section 232.011 on Highpointe Phase 4 Section 1B an amended portion of Highpointe Phase 4 Section 1. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley was not present for this item. MOTION PASSED



25721 [08-4-59 - 35 lots] HIGHPOINTE PHASE 4 SECTION 1A AN AMENDED PORTION OF HIGHPOINT PHASE 4 SECTION 1 - APPROVE PLAT AMENDMENT PURSUANT TO THE TEXAS LOCAL GOVERNMENT CODE SECTION 232.011 [T1-485]

A motion was made by Commissioner Ford, seconded by Judge Sumter to approve plat amendment pursuant to the Texas Local Government Code Section 232.011 on Highpointe Phase 4 Section 1A an amended portion of Highpointe Phase 4 Section 1. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley was not present for this item. MOTION PASSED

25722 ADOPT A RESOLUTION IN SUPPORT OF ADDITIONAL COUNTY AUTHORITY [T1-505]

Changes were made to Item #4 in the resolution as follows: *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 fund infrastructure improvements necessary to accommodate development in immediate area.* Changes were made to Item #3 as follows: *Providing authority for Hill Country counties to regulate population density and added as it relates to resource protection and availability.* A motion was made by Commissioner Ford, seconded by Judge Sumter to adopt a resolution in support of additional county authority with changes made this date. All voting "Aye". MOTION PASSED

25723 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 [T1-715]

A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter 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. All voting "Aye". MOTION PASSED

25724 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 [T1-753]

A motion was made by Commissioner Conley, seconded by Commissioner Ford 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. All voting "Aye". MOTION PASSED

25725 AWARD A CONTRACT TO AVATT FOR REPLACING 3 AIR CONDITIONING UNITS FOR THE COURTHOUSE [T1-769]

Maintenance Supervisor Ron Knott spoke of three units needed. County Auditor Bill Herzog suggested paying for this out of the capital improvement line item in the countywide operations budget. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to award a contract to Avatt for replacing 3 air conditioning units (stainless steel option with 10 year warranty = \$51,897.41) for the Courthouse. All voting "Aye". MOTION PASSED

25726 AMEND THE BUDGET TO ADJUST THE SALARY OF HAYS COUNTY JUVENILE CENTER FACILITY ADMINISTRATOR [T1-907]

Judge Sumter spoke of action taken by the Hays County Juvenile Board to adjust the Facility Administrators salary from \$59,407 to \$64,671. Sheriff Allen Bridges spoke in support of adjusting the salary of the Juvenile Center Administrator. [T1-1924] Shari Miller (Human Resources Dept) spoke of wrong comparison originally made and follow-up to correct that error. District Attorney Sheri Tibbe spoke in support of the adjustment. A motion was made by Commissioner Barton, seconded by Judge Sumter to amend the budget to adjust the salary of Hays County Juvenile Center Facility Administrator effective November 1, 2008. All voting "Aye". MOTION PASSED

25727 APPROVE THE SELECTION OF MRB GROUP FOR ARCHITECTURAL SERVICES FOR CONSTRUCTION OF ADDITIONAL OFFICE SPACE AT THE RPTP FACILITY ON YARRINGTON ROAD [T1-968]

RPTP Director Jerry Borcharding spoke of two firms that were considered for this project. A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to approve the selection of MRB Group for architectural services for construction of additional office space at the RPTP Facility on Yarrington Road. All voting "Aye". MOTION PASSED



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25728 ACCEPT DONATION OF .81 ACRES OF REAL PROPERTY ON ELDER HILL RD FROM RANDY LAWRENCE AND TO REQUEST SPECIAL COUNSEL TO PREPARE THE DEED [T1-988]

Commissioner Ford spoke of landowner that wants to donate land on Elder Hill Road. She spoke of advantages to accepting this land at this time. RPTD Director Jerry Borchering spoke in support of this action. A motion was made by Commissioner Ford, seconded by Commissioner Conley to accept donation of .81 acres of real property on Elder Hill Road from Randy Lawrence and to request Special Counsel to prepare the Deed. All voting "Aye". MOTION PASSED

DISCUSSION REGARDING PURCHASING DEPARTMENT ADVERTISING A REQUEST FOR PROPOSAL FOR THE HAYS COUNTY ROAD BOND PROGRAM PROJECT MANAGER [T1-1029]

Discussion was had regarding role of Commissioners in the road bond projects. Former County Judge Eddy Etheredge spoke at the request of Judge Sumter. [T1-1878] Jim Etherton (Reynolds, Smith & Hills) spoke. [T2-2561] No action was taken.

25729 ACTION TO REPLACE WRECKED VEHICLES IN THE BUILDING MAINTENANCE AND JUVENILE PROBATION DEPARTMENTS AND AMEND THE BUDGET ACCORDINGLY [T1-2329]

County Auditor Bill Herzog recommended totaling-out the vehicles and using self insurance funds for replacements. A motion was made by Judge Sumter, seconded by Commissioner Barton to replace wrecked vehicles in the Building Maintenance and Juvenile Probation Departments and amend the Budget accordingly. All voting "Aye". MOTION PASSED

25730 [08-3-34 - 4 lots] MUSTANG VALLEY SUBDIVISION SECTION 3 - APPROVE FINAL PLAT

[T1-2399] Subdivision Coordinator Clint Garza gave staff recommendation for final plat approval. Joe Day gave public comment. A motion was made by Commissioner Conley, seconded by Judge Sumter to approve final plat of Mustang Valley Subdivision Section 3. All voting "Aye". MOTION PASSED

25731 [03-3-34 - 18 lots] MUSTANG VALLEY SUBDIVISION SECTION 1 - APPROVE FINAL PLAT AND ACCEPT CONSTRUCTION FISCAL SURETY IN THE AMOUNT OF \$301,424.01 FOR STREET AND DRAINAGE IMPROVEMENTS [T1-3340]

Subdivision Coordinator Clint Garza gave staff recommendation for final plat approval. A motion was made by Commissioner Conley, seconded by Judge Sumter to approve final plat and accept construction fiscal surety in the amount of \$301,424.01 for street and drainage improvements for Mustang Valley Subdivision Section 1. All voting "Aye". MOTION PASSED

25732 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 [T1-3410]

A motion was made by Commissioner Ford, seconded by Commissioner Barton 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 (CR 187) at its crossing of Barton Creek. All voting "Aye". MOTION PASSED

25733 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 [T2-68]

Commissioner Barton spoke of minor changes to the agreement. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe 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 contingent on changes recommended this date. All voting "Aye". MOTION PASSED



- 25734 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 [T2-159]**

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe 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 out of the Park Bond funds (Fund 45). All voting "Aye". **MOTION PASSED**

- 25735 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 [T2-179]**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton 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. All voting "Aye". **MOTION PASSED**

- 25735 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 WITH ACTION**

Court convened into closed executive session at 1:15 p.m. and reconvened into open meeting at 2:15 p.m. A motion was made by Commissioner Ford, seconded by Judge Sumter to allow Commissioner Ford and Commissioner Conley to craft a call for project that meet the new vision criteria that was discussed with CPAT last June for a project that has at any one of these three criteria: (1) access to water; (2) water quality protection; (3) endangered critical habitat; with at least 500 acres or more and we'll put out a call to property owners in Hays County to bring forward proposals to the Court thru the Conservation Easement or CC Plan position and the deadline would be in the early to mid January to be set by the Commissioners Conley and Ford in consultation with consultants and authorize if needed to advertise the public notice not to exceed \$1,000. All voting "Aye". **MOTION PASSED**

Judge Sumter left the meeting at this time.

PANEL DISCUSSION AND 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 [T2-277]

Commissioner Ford introduced people that were invited to the meeting and appeared. Grant Jackson (Naismith Engineering) provided a handout showing runoff rate comparisons and runoff volume comparisons. [T2-581] Mike Barrett (Professor at UT) spoke of options (post development and pre-development) – no increase in volume is a very strict requirement. Need to manage volume to maintain stability of creeks. He suggested encouragement of five-acre tracts. Morgan Biers (City of Austin – Stream Restoration Project) spoke of impact of not regulating storm water beyond peak flow control. Makes developers responsible for what they are doing. [T2-590] Hank Smith (Civil Engineer) spoke of cost concerns and restrictions for storm water runoff systems. RTP Director Jerry Borcharding spoke of being in the process of putting together an erosion control manual. Discussion was had regarding holding a workshop and posting notice for proposed final development regulations. It was agreed that December 16th would be the date for a workshop.

DISCUSSION TO CONSIDER COMMISSIONERS COURT SCHEDULING FOR THE MONTHS OF NOVEMBER AND DECEMBER [T2-2701]

Commissioner Barton spoke of need to determine court scheduling for the months of November and December.



NOVEMBER 18, 2008

VOLUME U PAGE 7

**DISCUSSION SETTING POLICY FOR CONSIDERATION OF REVIEW COMMENTS
ON WATER AVAILABILITY STUDIES FROM HAYS TRINITY GROUNDWATER
DISTRICT [T2-2822]**

Commissioner Conley spoke of partnership with the Hays Trinity Groundwater District. He suggested that he and Commissioner Ford, Jerry Borcharding, Clint Garza and Mark Kennedy will get with HTGD to work out details regarding this partnership.

Court was adjourned.

I, LINDA C. FRITSCHKE, 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 NOVEMBER 18, 2008.



LINDA C. FRITSCHKE, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
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 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 OSSF permit application, it is recommended that it be placed on the Consent Agenda)*

Action to Authorize Commercial OSSF Permit for St. Mark's Episcopal Church of San Marcos for a Chapel and Sanctuary located at 3039 Ranch Road 12, San Marcos, in Precinct 3.

CIRCLE ONE ACTION ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

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

SPONSORED BY: Commissioner Conley, Precinct 3

SUMMARY: St. Mark's Episcopal Church of San Marcos is proposing an OSSF to serve a Chapel and Sanctuary at 3039 Ranch Road 12, San Marcos, TX 78666, Patrick McCreel Survey in Precinct 3. The property is 20 acres. It is a Low Pressure Dosing system that was designed by Stan Burrier, P.E. The On Site Sewage Facility is designed for a maximum wastewater flow of 500 gpd. The water supply is by private well which will be approved for a Public Water Supply.

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.

SITE PROFILE

Page 1
11/17/2008

Permit #: 2008-555

TYPE OF PERMIT: ☒ OSSF permit ☒ Development permit

PROPERTY ADDRESS: 3039 RR 12, SAN MARCOS TX 78666

NAME OF OWNER: ST.MARK'S EPISCOPAL CHURCH OF SAN MARCOS

MAILING ADDRESS: PO BOX 1326 SAN MARCOS TX 78666

Work Phone: (512) 353-1979

Cell:

Home Phone:

Fax:

Septic Type: Commercial

Reason: New

9200 Sq Ft

3 Employees

Household: 0

Purchased: 9/25/2008

Revision: 9/30/2008

License Date:

Bathrooms: 0

Plans: 9/10/2008

Final Inspection:

Printed:

Kitchens: 0

Authorization:

Approved By:

Field: 1680

Installed:

Other Information: ☐ Rainwater Collection

☐ City limits

☐ Public Sewer

☐ ETJ

☒ Public Water ☐ Well

☒ Water saving fixtures

☒ Public Water

☒ Recharge zone

☐ Meter / Timer Required

WaterSupply Company:

Record Set:

Volume:

Page:

HAYS COUNTY

Lot/Tract:

Block:

Lot size: 20.00

Precinct/Zone: 3

Abstract Number: 0

Affidavit File Date:

Survey:

Grid/Section:

Subdivision:

Reference:

Evaluator's Information: Site Evaluator: BURRIER, STAN

Type of soil: 4

Soil Date: 7/29/2008

500 GPD

System Information:

Manufacturer: Hill Country Concrete Products

Distributor:

Designer: BURRIER, STAN

Installer:

Treatment Type: Septic

Disinfectant:

Flood Plain Information:

Disposal: Low Pressure Dose

Flood Plain Status: Exempt

Flood Plain Date:

System:

Brand / Model

Serial Number

Date

Aerator:

Flood Plain Certificate:

Flood Plain Complete:

Discharge:

Expiration Date:

Service and Maintenance Information

☐ Routine Maintenance

Service Provider:

Date Maintenance Contract Started:

Insp./year: 3

Date Maintenance Contract Expires:

Location of System: GPS Latitude: N

GPS Longitude: W

Map Code:

Legal Description:

PATRICK MCCREAL SURVEY

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

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

Action to Authorize Institutional OSSF Permit for AVOCA LTD. for a deer processing facility located at 1310 Old Martindale Road in Precinct 1.

CIRCLE ONE ACTION ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Bucky Smith, R.S., Resource Protection, Transportation & Planning.

SPONSORED BY: Commissioner Ingalsbe, Precinct 1

SUMMARY: AVOCA LTD. Is proposing an OSSF to serve a deer processing facility at 1310 Old Martindale Rd. San Marcos, TX. 78666 A0011 Thomas McGehee Survey. The property is 249.56 acres.

This facility will process donated venison and donate it to food shelters and other needy individuals. This OSSF will be a standard gravity flow system designed for a wastewater flow of 300 gpd. It is estimated that this facility will operate 80 days per year. This site is served by a public water supply system. The system was designed by Clifford J. Conner, R.S.

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.

SITE PROFILE

Page 1
11/18/2008

Permit #: 2008-587

TYPE OF PERMIT: ☒ OSSF permit

PROPERTY ADDRESS: 1310 OLD MARTINDALE ROAD, SAN MARCOS TX 78666

NAME OF OWNER: AVOCA LTD.

MAILING ADDRESS: 1310 OLD MARTINDALE ROAD SAN MARCOS TX 78666

Work Phone: (512) 738-6924

Cell: (512) 738-6924

Home Phone: (512) 805-7544

Fax:

Septic Type: Commercial

Reason:

9188 Sq Ft

0 Employees

Household: 0

Purchased: 10/8/2008

Revision:

License Date:

Bathrooms: 0

Plans: 8/27/2008

Final Inspection:

Printed:

Kitchens: 0

Authorization:

Approved By:

Field: 1200

Installed:

Other Information: ☐ Rainwater Collection

☐ City limits

☐ Public Sewer

☐ ETJ

☒ Public Water ☐ Well

☒ Water saving fixtures

☒ Public Water

☐ Recharge zone

☐ Meter / Timer Required

WaterSupply Company:

Record Set:

Volume:

Page:

HAYS COUNTY

Lot/Tract:

Block:

Lot size: 249.56

Precinct/Zone:

Abstract Number: 0

Affidavit File Date:

Survey:

Grid/Section:

Subdivision:

Reference:

Evaluator's Information:

Site Evaluator: CONNER, JIM

Type of soil: 2

Soil Date: 8/27/2008

300 GPD

System Information:

Manufacturer:

Distributor:

Designer: CONNER, JIM

Installer: SALMON, MILTON

Treatment Type: Septic

Disinfectant:

Flood Plain Information:

Disposal: Standard

Flood Plain Status:

Flood Plain Date:

System:

Aerator:

Discharge:

Flood Plain Certificate:

Flood Plain Complete:

Expiration Date:

Brand / Model	Serial Number	Date
System:		
Aerator:		
Discharge:		

Service and Maintenance Information

☐ Routine Maintenance

Service Provider:

Date Maintenance Contract Started:

Insp./year: 3

Date Maintenance Contract Expires:

Location of System:

GPS Latitude: N

GPS Longitude: W

Map Code:

Legal Description:

249.56 AC

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 award of contract to PSI for Geotechnical Services for the Hays County Government Office Complex and authorize County Judge to execute same.

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

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka

SPONSORED BY: Commissioner Ingalsbe

SUMMARY: PSI was selected as the most qualified firm from the respondents to the RFQ #2008-P18 after evaluation of the proposals by the Building Committee.

Agenda Item Routing Form

DESCRIPTION OF Item: Approve award of contract to PSI for Geotechnical Services for the Hays County Government Office Complex and authorize County Judge to execute same.

PREFERRED MEETING DATE REQUESTED: November 25, 2008

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER _____

COUNTY PURCHASING GUIDELINES FOLLOWED: _____

PAYMENT TERMS ACCEPTABLE: _____

COMMENTS:

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____ **MDK** _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

October 28, 2008

Hays County Purchasing Office
111 East San Antonio Street
San Marcos, Texas 78666

Attn.: Ms. Cindy Maiorka

Re: Proposal – Geotechnical Engineering Services
Proposed Hays County Government Office Complex
Stagecoach Trail
San Marcos, Texas
PSI Proposal No.: 303-8113

Dear Ms. Maiorka,

As requested in a letter dated October 14, 2008, Professional Service Industries, Inc. (PSI) is pleased to submit this proposal to provide Geotechnical Engineering Services for the proposed Hays County Government Office Complex project. PSI understands that our firm has been selected to provide Geotechnical Consulting Engineering Services to Hays County for the subject project based on local experience and qualifications. This Geotechnical Engineering Evaluation will be conducted to provide information needed in the design of cost effective foundation and pavement systems for the proposed project.

Project Understanding

Based on information presented in the referenced letter and additional information provided by HKS and PBS&J project personnel, PSI understands that the proposed project will consist of the construction of the following structures:

- Seven-story Courts Building with basement, max. column loads-1800 kips
- Three-story Future Government Office Building, max. column loads-700 kips
- Central Energy Plant, max. column loads-200 kips
- Child Care Facility, light construction
- Parking and Drive Areas

Structural systems have not yet been finalized, but it is anticipated that the courts building, government building, and central energy plant will be cast-in-place concrete construction. The child care facility may be light frame construction such as wood or cold-formed light gage steel framing.

Based on previous nearby investigations and anticipated subsurface materials, PSI anticipates that the structural loads of the courts building, government building, and central energy plant will be supported utilizing a deep foundation system and the child care facility will utilize a shallow slab-on-grade foundation system. It is also anticipated that the proposed parking and drive areas will be of either flexible asphaltic concrete or rigid concrete construction.

Scope of Services

PSI's Geotechnical Engineering Scope of Services for the proposed Government Office Complex was developed based on the information requested in the referenced letter prepared by HKS, Inc. and will include the following :

- Sampling and testing of the subsurface materials and observations of the groundwater conditions at the site, to depths that would significantly affect or be affected by the foundation and pavement systems by drilling test borings.
- Identification of the physical and engineering characteristics of the subsurface materials encountered during the sampling and testing.
- Recommendations and provision of data for use in the design and construction of suitable foundation systems for the proposed structures including bearing depths, allowable bearing values, allowable skin friction values.
- Recommendations for slab-on-grade construction, including recommended subgrade preparation and requirements for select fill.
- Recommendations for design active and at-rest lateral earth pressures for retaining structures, including recommendations for backfill.
- Recommendations for perimeter drainage system at the building perimeter and underslab drainage for ground supported basement floor slab.
- Recommendations for the design of both flexible and rigid pavement systems for the proposed parking and drive areas.

Field Services

It is proposed to explore the subsurface materials and groundwater conditions at the subject site by drilling test borings using truck mounted drilling equipment. As directed, PSI will perform a total of 30 test borings in accordance with the information provided by HKS, Inc. The table below provides the proposed structure, quantity, and proposed test boring depths:

Test Borings			
Proposed Structure	Quantity	Depth (ft) (each)	Total Depth (ft)
Courts Building	8	80	640
Future Government Office Building	4	50	200
Lobby	2	25	50
Central Energy Plant	2	30	60
Child Care Facility	1	20	20
Parking and Drive Areas	13	10	130
TOTAL	30	---	1,100

PSI proposes to drill a total of 1,100 linear feet for this investigation.



Laboratory Services

This investigation will also include laboratory testing of the samples obtained to evaluate the classification, strength, plasticity, grain size, corrosivity and other characteristics of the subsurface materials involved. PSI laboratories are equipped with modern soil testing apparatus, and field exploration programs are conducted with modern drilling equipment. Field and laboratory testing is performed by trained, qualified technicians under the guidance and supervision of professional engineers.

Engineering Analysis and Reporting

PSI has participated in the planning, development and execution of foundation evaluations near the project site. PSI engineers have provided recommendations for foundation design criteria and construction considerations for projects similar to the one proposed.

The results of our subsurface explorations and laboratory tests will be evaluated, and an engineering analysis will be performed to develop recommendations for the design of foundation systems, pavement systems, building area subgrade preparation, and general site development. A report reviewed and signed by a Professional Engineer, presenting the results of our field exploration and laboratory testing will be prepared.

Our Geotechnical Report will include the following:

- A review of surface topographical features, geologic features, and site conditions
- Logs of test borings presenting subsurface stratigraphy with pertinent available physical properties and ground water conditions
- A plan showing the locations of the test borings
- Seismic design site classification per the International Building Code
- Recommendations for foundation design including the recommended bearing stratum and allowable design values for bearing and skin friction, if applicable
- Estimated total and differential settlement of foundation designs
- Recommendations for building pad preparation for ground supported slabs having a maximum movement potential, due to heave or settlement, of 1 and ½-inch, respectively.
- Recommendations for site excavation, fill compaction, use of on-site and imported fill material in the area of the structures and under pavements.
- Recommendations for retaining structures including lateral earth pressures, backfill material, and drainage requirements
- Recommendations for underfloor drainage requirements for a ground supported basement floor slab.
- Recommendations for flexible pavement profile thicknesses and subgrade modulus and support characteristics for rigid concrete pavement systems.



Fee

It is proposed that the fee for the performance of the above outlined services be determined on a unit price basis, in accordance with the attached Schedule of Services and Fees, and that the work be performed pursuant to the PSI General Conditions. Copies of the PSI Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal. On the basis of the estimated quantities and the Schedule of Services and Fees, it is anticipated that the total fee for this subsurface exploration and geotechnical investigation will be on the order of **\$45,750.00**. A Project Cost Breakdown is attached for your review which includes fees to cover project management associated with attending project meetings and review of foundation drawings.

Our cost covers the work needed to present our geotechnical findings and recommendations in report form. *Not included are costs associated with locating underground utilities, preparing construction specifications, providing environmental consulting, and any other work requested after submittal of our report. PSI will exercise reasonable caution to avoid damages to underground utilities by contacting local utility companies prior to our field activities. However, utility locations on the owners' side of the meter are often unknown by utility companies and by the utility owners. Therefore, PSI will not be responsible for damage to any buried utilities that are not made known to us.*

Schedule

We anticipate that our drilling operations can begin within five (5) working days following your authorization, if weather conditions permit. The field operations are expected to take seven (7) days to complete. We estimate that our final report will be available 30 working days after the completion of our field services.

Authorization

PSI will proceed with the work after receipt of a signed copy of this proposal. When returning the proposal, please complete the attached Project Data Sheet so that PSI may best serve your project. Following receipt of a signed proposal, PSI will stake the borings and notify DigTess of our intent to drill, and ask that all utilities present in the vicinity of the borings be located. The total fee for our services will not exceed **\$45,750.00** without your written authorization.



Closing

PSI appreciates the opportunity to offer its services to your project and looks forward to working with you during this project. If you have any questions, please feel free to contact our office.

Respectfully submitted,
Professional Service Industries, Inc.



Tonya Sonsteng, E.I.T.
Graduate Engineer



Arnie K. Hammock, PE
District Manager

Attachments:

Project Cost Breakdown
Schedule of Service and Fees
Proposal Authorization and Payment Instructions
Project Data Sheet
General Conditions

PROJECT COST BREAKDOWN GEOTECHNICAL SERVICES

Item	Quantity	Unit Price	Total
Field Services			
1. Mob/Demob Drill Rig (ls)	1	450.00	450.00
2. Soil Augering 0-25 (ft)	550	16.00	8,800.00
3. Soil Augering 25-50 (ft)	310	21.00	6,510.00
4. Soil Augering 50-100 (ft)	240	26.00	6,240.00
5. Field Technician (hr)	90	55.00	4,950.00
Subtotal			\$26,950.00
Laboratory Testing Services			
6. Unconfined Compression Tests (ea)	34	50.00	1,700.00
7. Atterberg Limit Tests (ea)	50	50.00	2,500.00
8. Corrosivity Tests (ea)	3	220.00	660.00
Subtotal			\$4,860.00
Engineering Analysis & Reporting Services			
9. Graduate Engineer (hr)	72	95.00	6,840.00
10. Senior Geotechnical Engineer (hr)	18	125.00	2,250.00
11. Chief Engineer (hr)	4	180.00	720.00
12. Reporting (ls)	1	350.00	350.00
Subtotal			\$10,160.00
Project Management Services			
13. Graduate Engineer (hr)	24	95.00	2,280.00
14. Senior Engineer (hr)	12	125.00	1,500.00
Subtotal			\$3,780.00
TOTAL ESTIMATED PROJECT COST			\$45,750.00



PROFESSIONAL SERVICE INDUSTRIES, INC.
Schedule of Services and Fees
Geotechnical Engineering Services
Effective January 1, 2008

ENGINEERING

Engineering and technical services for preliminary reconnaissance, boring layout, delayed water levels, backfilling of borings, evaluation, field supervision, analysis, recommendations, reporting and consultation:

Chief Geotechnical Engineer	Per Hour.....	\$ 180.00
Regional Geotechnical Engineer	Per Hour.....	\$ 160.00
Senior Geotechnical Engineer	Per Hour.....	\$ 125.00
Project Geotechnical Engineer	Per Hour.....	\$ 100.00
Graduate Geotechnical Engineer	Per Hour.....	\$ 95.00
Engineering Technician	Per Hour.....	\$ 55.00
Clerical	Per Hour.....	\$ 45.00
CAD Services	Per Hour.....	\$ 55.00

A transportation charge of \$0.42/mile and per diem charge of \$60.00/man/day will be added, if applicable.

DRILLING

Mobilization and moving of drilling equipment on and off site each way:	Per Mile	\$ 4.50
	Per Minimum.....	\$ 450.00

Auger drilling without sampling:

Depth, Feet		Soil Drilling	Rock Coring
0-25	Per Linear Foot	\$ 16.00	\$ 24.00
25-50	Per Linear Foot	\$ 21.00	\$ 28.00
50-100	Per Linear Foot	\$ 26.00	\$ 31.00
100+	Quoted Upon Request		

Soil sampling as required with split-barrel or thin wall tube (Shelby Tube) sampler:

Depth, Feet		
0-25	Per Sample	\$ 10.00
25-50	Per Sample	\$ 12.00
50-100	Per Sample	\$ 20.00
100+	Quoted Upon Request	

Additional Charge for Special Equipment or Expendable Supplies:

All terrain vehicle mounted drill rig	Per Day	\$1380.00
*Mobilize all terrain vehicle to site	Per Mile	\$ 5.30
*Air compressor, hoses, filters, fuel	Cost Plus 15%	
(utilized for rock core drilling)		
Special and/or insitu testing:		
Dennison or Piston Sampler	Each	\$ 75.00
Other insitu testing with special equipment	Quoted Upon Request	
Cost of special equipment or permits for moving		
drilling equipment about the site	At Cost Plus 15%	

LABORATORY TESTING

Visual Classification	Each	\$ 5.00
Moisture content tests	Each	\$ 5.00
Density determinations	Each	\$ 25.00
Unconfined compression tests w/o stress versus strain curve	Each	\$ 25.00
Atterberg limits determination	Each	\$ 50.00
Percent swell tests	Each	\$ 125.00
Swell pressure tests	Each	\$ 175.00
Permeability testing, Falling or Constant Head	Each	\$ 225.00
Grain size analysis, mechanical	Each	\$ 95.00
Percent passing #200 sieve	Each	\$ 50.00
Consolidation	Each	\$ 375.00
Triaxial shear testing		
a. Unconsolidated-undrained	Per Point	\$ 120.00
b. Consolidated-undrained	Per Point	\$ 350.00
c. Consolidated-drained	Per Point	\$ 350.00
Moisture-density relationship		
a. ASTM D698 (Standard Proctor)	Each	\$ 175.00
b. ASTM D1557 (Modified Proctor)	Each	\$ 180.00
c. TEX 113E	Each	\$ 180.00
California Bearing Ratio w/o moisture-density relationship	Each	\$ 275.00

REMARKS Services and fees not listed above will be quoted upon request. All test methods as per published ASTM, TxDOT or COE methods. Facsimile report copies are charged at \$15.00 each plus \$0.40 per page. Overnight mail service at cost plus 15%.



Proposal Authorization & Payment Instructions

Authorization

To execute this proposal, please sign and complete the authorization information below along with applicable payment instructions, and return one copy of the authorized proposal to our office.

Authorized By (please print)

Signature

Title

Firm

Address

City

State

Zip Code

Telephone

Date

Purchase Order No. / Project Tracking No. (if applicable)

Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

Firm

Attention

Address

Title

City

State

Zip Code

Telephone

Authorizing Party's Relationship to Invoice Payment Party

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

Firm

Attention

Address

Title

City

State

Zip Code

Telephone

Authorizing Party's Relationship to Invoice Approval Party



Project Data Sheet

Please complete the following Project Data Sheet so the PSI may best serve your project.

Project Name		
Architect	Project Manager	Phone Number
Structural Engineer	Project Manager	Phone Number
Civil Engineer	Project Manager	Phone Number
Construction Type	Plan Area	Number of Floors
Interior Column Spacing	Exterior Column Spacing	
Exterior Column Load	Live	Dead
Interior Column Load	Live	Dead
Floor Slab Load	Slab-on-Grade	Basement/Depth
Will Elevation of site be raised by filling	How much	
Septic Tank	Storm Water Drainage	
Pavement Type	Traffic Load	Traffic Type
Other pertinent Information/Subsurface Information		

GENERAL CONDITIONS

- 1. PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. (hereinafter referred to as "PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific geotechnical, analytical, testing or other service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
- 2. TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of PSI, its officers, agents or employees, subject to the limitation contained in paragraph 9.
- 3. SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
- 4. ACCESS TO SITE:** Client will arrange and provide such access to the site as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, PSI has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires PSI to restore the site to its former condition, upon written request PSI will perform such additional work as is necessary to do so and Client agrees to pay to PSI for the cost.
- 5. CLIENT'S DUTY TO NOTIFY ENGINEER:** Client represents and warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work hereunder, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
- 6. RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. PSI has no right or duty to stop the contractor's work.
- 7. SAMPLE DISPOSAL:** Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of PSI's report.
- 8. PAYMENT:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.
- 9. WARRANTY:** PSI'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS, AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, PSI WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED. STATEMENTS MADE IN PSI REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT. SHOULD PSI OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.
- IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.
- NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI, ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.
- 10. INDEMNITY:** Subject to the foregoing limitations, PSI agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of PSI's negligence to the extent of PSI's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
- 11. TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services and records as are necessary to place PSI's files in order and/or protect its professional reputation.
- 12. EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. Client agrees not to hire PSI's employees except through PSI. In the event Client hires a PSI employee within one year following any project through which Client had contact with said employee, Client shall pay PSI an amount equal to one-half of the employee's annualized salary, as liquidated damages without PSI waiving other remedies it may have.
- 13. HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring PSI to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
- 14. PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
- 15. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

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: Call for a public hearing on December 9, 2008 to establish traffic regulations in Mount Olive Ranch subdivision.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Conley

SUMMARY: To establish: a stop sign on Red Sky Road at Mount Olive School Road, and set a speed limit of 25 MPH on Red Sky Road.

STAFF REVIEW/COMMENTS

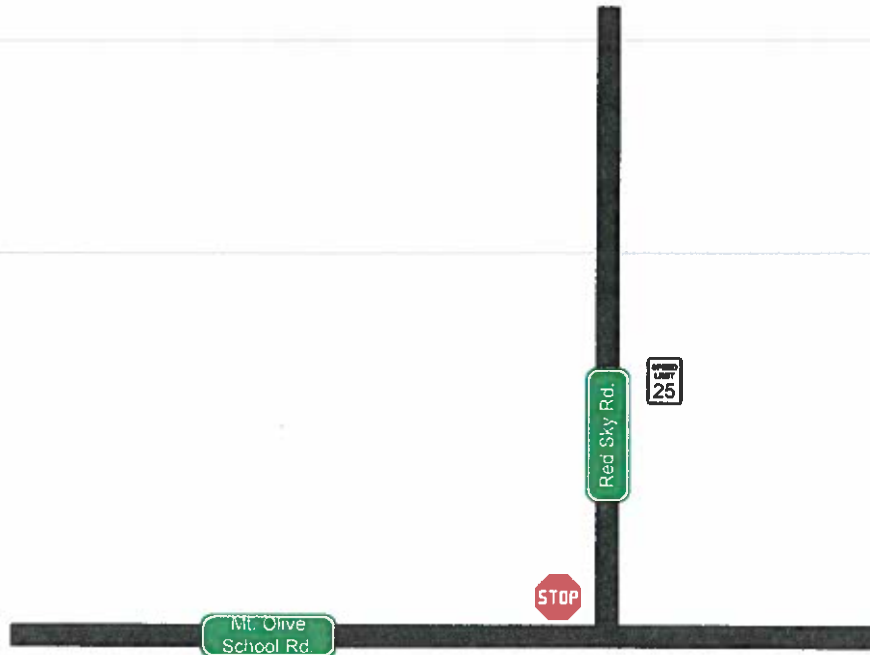
ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Precinct 3
Mt. Olive Ranch

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



1. Stop traffic on Red Sky Road at intersection of Mt. Olive School Rd.
2. Set Speed of 25MPH on Red Sky Road

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: Call for a public hearing on December 9, 2008 to establish traffic regulations on Fischer Store Rd, CR 181.

TYPE OF AGENDA ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Conley

SUMMARY: To raise the speed limit to 45 MPH on Fischer Store Rd between Sachtleben Rd. and the eastern approach to the Blanco River bridge.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approval to purchase a backhoe, previously owned by the county, from the insurance company for not more than \$4,999.00.

CIRCLE ONE ACTION ITEM Subdivision Road Staff Recommendation

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED: \$4,999.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 01-414-5714

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ingalsbe

SUMMARY:

This backhoe (05-12) was stolen a couple of years ago, when it was a county-owned vehicle. The insurance company took it after it was found on some property near Wimberley. The Road & Bridge Dept. would like to purchase it back from the insurance company for the above listed price and auction off.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Agenda Item Routing Form

DESCRIPTION OF Item: Approval to purchase a backhoe, previously owned by the county, from the insurance company for not more than \$4,999.00.

PREFERRED MEETING DATE REQUESTED: November 25, 2008

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$4,999.00 TBD

COUNTY PURCHASING GUIDELINES FOLLOWED: N/A

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS:We have \$1,000 remaining in the Equipment line item in the Road & Bridge Fund. The remaining \$4,000 will need to be amended from another line item.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE:

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

08-3-48 The Ridge at Wimberley Springs—Section 1 (1 Lot). Consider approval of Preliminary Plan.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Conley

SUMMARY:

The Ridge at Wimberley Springs is a proposed subdivision located on FM 2325 adjacent to Wimberley Springs Section 1. The proposed acreage of the development is 93 acres with total lot acreage of 73.8 acres. The total number of lots is 146 with an average lot size of .63 acres. The developer has chosen to phase this subdivision. Section 1 is 19.2 acres in size and is designated for a future Wimberley ISD elementary school. Water and wastewater this lot will be provided by Aqua Texas. No portion lies within the boundaries of any ETJ.

200-000-100	100	100
200-000-200	200	200

444

THE 1966 AT WASHINGTON

DWANE FORM

BLACK FAMILY PARTNERSHIP, LTD.
1000 17th St., N.W.
Washington, D.C. 20036
(202) 638-1000

MICHAEL E. BLACK 1975-81

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100 90 80 70 60 50 40 30 20 10 0

THIS PLAT IS INTENDED FOR REVIEW PURPOSE ONLY IT IS NOT
INTENDED TO BE RECORDED.

10

THIS PLAT IS INTENDED FOR REVIEW PURPOSE ONLY. IT IS NOT
INTENDED TO BE RECORDED.

SURVEYOR'S NOTES

NAME	DATE	TIME	PLACE
1. NAME	1. DATE	1. TIME	1. PLACE
2. NAME	2. DATE	2. TIME	2. PLACE
3. NAME	3. DATE	3. TIME	3. PLACE
4. NAME	4. DATE	4. TIME	4. PLACE
5. NAME	5. DATE	5. TIME	5. PLACE
6. NAME	6. DATE	6. TIME	6. PLACE
7. NAME	7. DATE	7. TIME	7. PLACE
8. NAME	8. DATE	8. TIME	8. PLACE
9. NAME	9. DATE	9. TIME	9. PLACE
10. NAME	10. DATE	10. TIME	10. PLACE



● 本報記者張曉明採訪 ● 本報記者張曉明採訪 ● 本報記者張曉明採訪 ● 本報記者張曉明採訪 ● 本報記者張曉明採訪 ●

PLAN # 1088

THE RIDGE AT WIMBERLEY SPRINGS SECTION 1



LOCATION MAP

ACCORDING TO SECTION 25
BY VOL. 2, PG. 52
P.R.H.C.T.

SEPTEMBER, 2008
HAYS COUNTY, TEXAS

(71.174 ACRES)
BLACK FAMILY
PARTNERSHIP, LTD.
VOL. 2993, PG. 553
P.R.H.C.T.

(71.174 ACRES)
BLACK FAMILY
PARTNERSHIP, LTD.
VOL. 2993, PG. 553
P.R.H.C.T.

LOT 1
BLOCK "A"
19.214 ACRES

R.M. HIGHWAY NO. 2325

LEGEND

BEARING BASIS NOTE:

LINE TABLE

LINE	BEARING	LENGTH
1	N 40° 30' 15" E	13.87
2	N 43° 29' 45" E	60.00
3	N 49° 50' 15" E	18.23
4	N 43° 10' 00" E	60.00

CURVE TABLE

LINE	BEARING	LENGTH	CHORD BEARING	CHORD LENGTH
1	N 40° 30' 15" E	13.87	N 40° 30' 15" E	13.87
2	N 43° 29' 45" E	60.00	N 43° 29' 45" E	60.00
3	N 49° 50' 15" E	18.23	N 49° 50' 15" E	18.23
4	N 43° 10' 00" E	60.00	N 43° 10' 00" E	60.00
5	N 40° 30' 15" E	13.87	N 40° 30' 15" E	13.87

SHEET 2 OF 2



LOOMIS

PARTNERS

FINAL PLAT
THE RIDGE AT
WIMBERLEY SPRINGS SECTION 1
WIMBERLEY SPRINGS
HAYS COUNTY, TEXAS

PLAN # 1088

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to accept the proposal from DeMoss Plumbing Co., Inc. for plumbing services at the Juvenile Detention Center and amend the budget if necessary.

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

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

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED: \$15,790 (County's share \$6,500)

LINE ITEM NUMBER OF FUNDS REQUIRED: TBD

REQUESTED BY: Auditor's Office

SPONSORED BY: Sumter

SUMMARY: This expense will be reimbursed from TAC with the exception of a \$5,000 deductible plus \$1,500 for plumbing materials and labor. This is necessary to repair plumbing leaks under the foundation of the Center which has contributed to the foundation problems at the Center. The County will pay for the costs upfront & be reimbursed from TAC for their share. DeMoss was chosen by TAC to perform the work which is why the County did not solicit bids. The Court needs to decide where the funds are to come from for our share of the expense. I recommend we pay from the Center's budget to maintain an accounting of all expenses of the Center. This will require a budget amendment.

Agenda Item Routing Form

DESCRIPTION OF Item: Accept the proposal from DeMoss Plumbing Co., Inc. for plumbing services at the Juvenile Detention Center and amend the budget if necessary.

PREFERRED MEETING DATE REQUESTED: November 25, 2008

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$6,500.00 **TBD**

COUNTY PURCHASING GUIDELINES FOLLOWED: ____ Yes ____

PAYMENT TERMS ACCEPTABLE: ____ Yes ____

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: ____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: ____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: ____

DeMoss Plumbing Co., Inc.

3911 Warehouse Row
Austin, TX 78704
(512) 280-4800
FAX (512) 280-4766

October 10, 2008

PLUMBING PROPOSAL

HAYS COUNTY JUVENILE DETENTION

RE: Job # 29287
2550 CLOVIS BARKER ROAD
SAN MARCOS, TX 78666

We hereby propose to furnish all labor, materials and supervision necessary for the plumbing repairs at the above address in accordance with the specifications detailed in this proposal.

I. REPAIRS AS FOLLOWS:

- A. Trunkline Wyes - Access by tunnel to repair failed drain piping.
- B. End of Line Clean out - Install cap on line.
- C. Tub Drain & Mop Sink Riser - Remove tub and mop sink and access through foundation to repair failed drain piping.
- D. If repairs to water, gas, electrical or sprinklers becomes necessary as a result of the reroute, additional charges may be expected.
- E. This proposal does not include any additional leaks, landscaping or cosmetic repairs.

II. SPECIFICATIONS

- A. This proposal is for piping that is below grade only. Connections to existing drain risers are to be made below grade. All connections are to be made with Clamp All couplings. Once we excavate the risers, if we find the risers in a failed condition and have to bring the point of connections above grade, then adjustments to this contract price can be expected.
- B. All new drain piping is to be schedule 40 PVC pipe fittings. All joints are to be made using a solvent primer and a PVC glue recommended by the manufacturer for this type of installation. New drain lines will be supported with threaded rods and hangers to minimize any movement during back-filling.
- C. Excavated dirt from under the foundation is to be removed from the job site. Excavated dirt from exterior trenches will be back-filled into said trenches once the piping has been installed. All excess dirt will be removed from the job site.
- D. Back-filling of the tunnels will be done by a slurry pumped into the tunnel to fill excavation.
- E. Engineer of Record to be chosen and hired by others at their discretion. There is no allowance in this proposal for an engineer's fee nor any recommendation.

III. GENERAL CONDITIONS:

- A. All foundation penetrations or excavations above or below grade shall be done only at the written direction of the homeowner, the homeowner's agent or the engineer chosen by the homeowner. DeMoss Plumbing Co., Inc., provides no warranty against any ensuing damage to the foundation or structure of the building resulting from any excavation, penetration through the floor and/or beam, or the backfilling procedure; however, this disclaimer does not release DeMoss Plumbing Co., Inc. from its own negligence but is intended to apply to any damage resulting from DeMoss Plumbing Co., Inc.'s compliance with the specifications or directions of the homeowner, the homeowner's agent or the engineer chosen by the homeowner.
- B. DeMoss Plumbing Co., Inc. does not assume any responsibility for existing warranties that may be voided due to the repairs and/or tunneling process. All plumbing warranties will be voided if the foundation is piers, leveled, stabilized or repaired after plumbing excavations are backfilled.
- C. Interior repairs and cosmetic repairs are as per scope of work only. Any changes will be in writing by the owner or his agent and will be considered and extra, which will result in further charges over and above this proposal.
- D. DeMoss Plumbing Co., Inc. is not responsible for damage delays due to the acts of God or mother nature.
- E. In the event accessing or re-routing of drains is directly affected by unforeseen obstacles, such as rocky soil conditions, piers, or concrete overpour, utilities, lack of proper fall or existing code violations, then additional charges can be expected and will be presented in the form of a change order.
- F. In the event that our completion of the job is delayed due to engineering, foundation work or the written direction of the homeowner, then a \$250.00 a month maintenance charge will be billed to the homeowner.

All material is guaranteed to be as specified, and the work performed in accordance with the specifications submitted for the above work and completed in a substantial workmanlike manner for the sum of:

FIFTEEN THOUSAND SEVEN HUNDRED NINETY DOLLARS

\$ 15,790.00

2 ACCESS HOLES	\$ 900.00
TUNNELING	\$ 6,750.00
PERMIT FEES	\$ 290.00
PLUMBING MATERIAL AND LABOR	\$ 1,500.00
FINAL CLEAN & HAUL OFF	\$ 250.00
CONCRETE BREAKOUT & PATCH BACK	\$ 850.00
DUST CONTROL	\$ 480.00
RE-TESTING	\$ 2,500.00
REMOVE & RESET TUB	\$ 950.00
REMOVE & RESET MOP SINK	\$ 650.00
2 ACCESS THROUGH FOUNDATION	\$ 700.00
TOTAL	\$ 15,790.00

DRAW SCHEDULE

50% UPON START OF JOB	\$ 7,895.00
40% UPON COMPLETION AND INSPECTION OF PLUMBING REPLACEMENT AND/OR REROUTE	\$ 6,316.00
10% UPON COMPLETION OF JOB	\$ 1,579.00

THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN ONE HUNDRED EIGHTY (180) DAYS.

Questions pertaining to this proposal should be directed to David DeMoss, DeMoss Plumbing Co., Inc. at (512) 280-4600.

THANK YOU,



DAVID DE MOSS
DE MOSS PLUMBING CO., INC.
MASTER LICENSE NO. M-11155

DAD:pod

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions stated herein are satisfactory and hereby accepted. You are authorized to do the work as specified. I agree to the payments as specified in the schedule. All payments will be made to DeMoss Plumbing Co., Inc. at 11403 Thorny Brook Trail, Austin, Williamson County, Texas 78750. This contract is performable in Williamson County, Texas. I understand that any balance obligated by execution of this contract and past due by thirty (or more) days will be subject to 15% per annum interest and charges until such balance is paid. The insurance company is authorized to make the loss draft payable to DeMoss Plumbing Co., Inc. and the insured. I understand that DeMoss Plumbing Co., Inc. reserves the right to file a lien if payment is not made according to terms and conditions of the contract, and is entitled to compensation for any costs of collection, including attorneys fees, as may be incurred in seeking remedy under the law for non-payment. This contract will be governed by the laws of the State of Texas and venue shall be had in Williamson County, Texas.

ACCEPTED BY _____ DATE _____
Authorized Signature

Social Security No. _____ Driver's License No. _____

ATTACHMENT

If a mortgage company is involved, please fill in the following information:

Mortgage Company Name: _____

Address: _____

Phone No. _____ Contact Person _____

Loan No. _____

SECTION 8A OF THE PLUMBING LICENSE LAW REQUIRES THAT ANY PLUMBING CONTRACT IN THE STATE OF TEXAS MUST CONTAIN THE NAME, MAILING ADDRESS, AND TELEPHONE NUMBER OF THE TEXAS STATE BOARD OF PLUMBING EXAMINERS THAT ADDRESS IS AS FOLLOWS

TEXAS STATE BOARD OF PLUMBING EXAMINERS
929 EAST 41ST STREET - P.O. BOX 4200
AUSTIN, TX 78765
512/438-2145 - 1-800-645-6504

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute a contract with Halff Associates, Inc. to prepare and submit a grant application for up to \$300,000 to the Texas Water Development Board for a Flood Protection Planning study of that portion of the County drained by the Guadalupe/Blanco River Basin.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

 ☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: November 28, 2008

AMOUNT REQUIRED: \$5000 – Halff Contract / \$300,000 - grant match over two years

LINE ITEM NUMBER OF FUNDS REQUIRED: 01-404-5448 – Contract/ TBD – grant match

REQUESTED BY: Hauff

SPONSORED BY: SUMTER

SUMMARY:

Halff Associates will coordinate with various entities and prepared a grant application for the County to the Texas Water Development Board (TWDB) for funding of a drainage basin/flood protection planning study of that portion of the County drained by the Guadalupe/Blanco River Basin. If successful, there is an opportunity to leverage funding from the U.S. Army Corps of Engineers (USACOE), through a cooperative agreement with the Guadalupe/Blanco River Authority, to cover an expanded study of this area by effectively doubling funds available. The matching funds required for the TWDB grant are \$300,000 (over a two year period) for the \$300,000 grant (1:1 match). Potentially, USACOE funding would provide up to \$600,000 for the study, for a project total of \$1,200,000. The study would include an analysis of flood prone areas and develop engineering alternatives for both structural and non-structural solutions to minimize flood-related impacts to people and properties in this area.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute a contract with Halff Associates, Inc. to prepare and submit a grant application for up to \$300,000 to the Texas Water Development Board for a Flood Protection Planning study of that portion of the County drained by the Guadalupe/Blanco River Basin.

PREFERRED MEETING DATE REQUESTED: November 25, 2008

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER 5,000 01-404-5448

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ See note below _____

PAYMENT TERMS ACCEPTABLE: __ Yes _____

COMMENTS: The Court may want to waive the County purchasing policy to obtain quotes if the Court feels that Halff & Assoc has special expertise in applying for this grant. I assume this does not commit us to hire Halff & Assoc beyond the grant application process.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

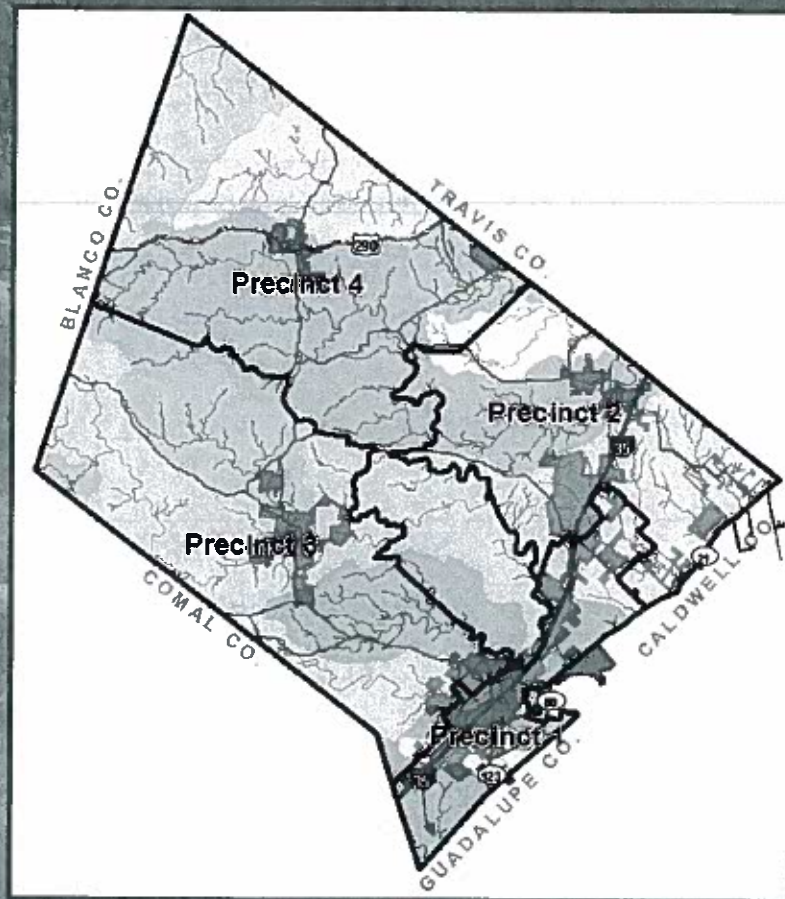
COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



Hays County Drainage Master Plan Proposal



November 17, 2008

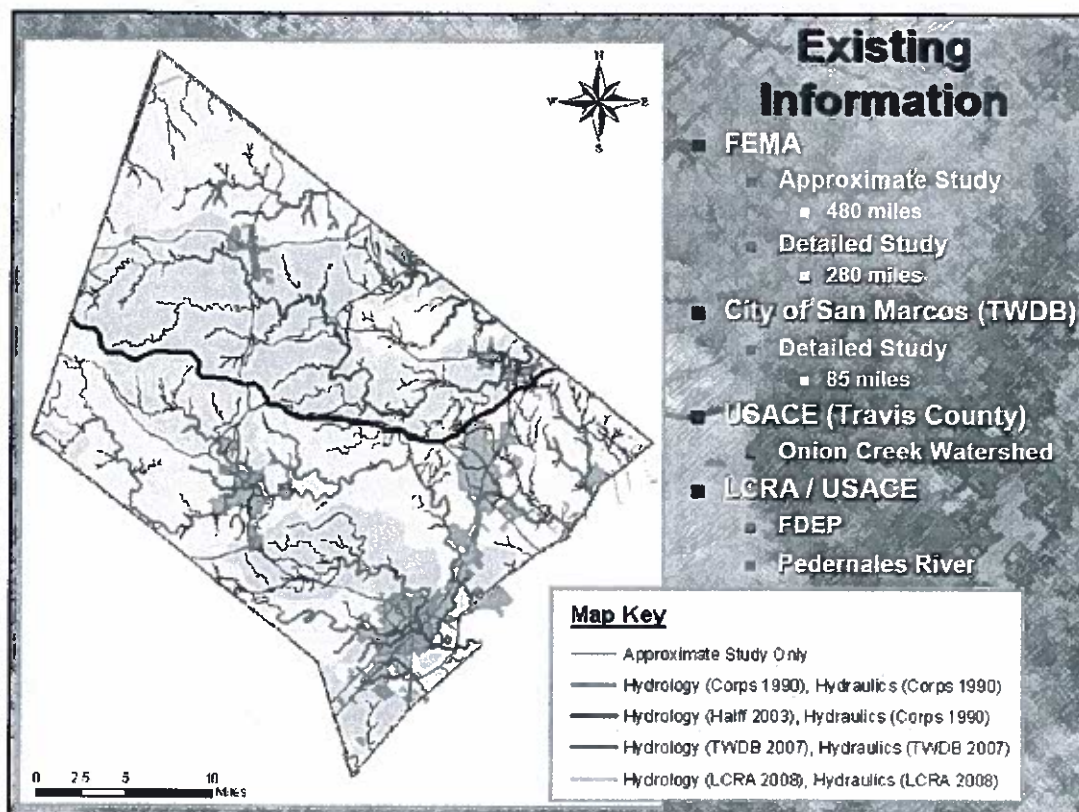
Executive Summary

Halff Associates is please to present our proposal to prepare a Drainage Master Plan for Hays County. We propose a two-phase, four-year study. Phase I (2009-2011) consists of the southern half of the county that is drained by the Guadalupe River at an estimated cost of \$1,200,000. Phase II (2011-2012) consists of the northern half of the county that is drained by the Colorado River an estimated cost of \$800,000. The total cost of this study is an estimated \$2,000,000. With the successful awarding of two Texas Water Development Board (TWDB) grants and cost participation by the United States Army Corp of Engineers (USACE), the cost to Hays County over four years is approximately \$500,000 (25% of the total cost – see Table 1 page 5).

This proposed Hays County Drainage Master Plan will provide substantial benefits to the citizens. It will accurately define flood levels on creeks and rivers throughout the county, identifying the extent of flooding and flood risk. This will facilitate land use planning, emergency response, and will facilitate sound floodplain management while promoting responsible development and potential economic development throughout Hays County for many years.

Background

Development of a countywide Drainage Master Plan is critical to assure feasible flood protection planning. Heavy urbanization is occurring along many local creeks and Rivers where little or no flood elevation information is available. Some areas of the county have been studied recently, including a detailed study of the Colorado River by Lower Colorado River Authority (LCRA) and the US Army Corps of Engineers, and significant studies have been completed throughout the City of San Marcos. These will be extremely useful in development of the county's drainage plan. Below is a graphical representation of the previously studied streams in Hays County.



Project Approach

The Drainage Master Plan will be developed utilizing Hays County's LIDAR data and information from all applicable prior studies, including the City of San Marcos' 2007 Flood Protection Plan, the LCRA/USACE 2003 Flood Damage Evaluation Project, the LCRA Pedernales River study, and the Travis County Flood Insurance re-study of Onion Creek. The Federal Emergency Management Agency (FEMA) revised the Hays County Flood Insurance Rate Maps in 2005; however, these revised maps provided limited current flood information.

Phase I:

Phase I of the proposed plan will develop comprehensive flood planning information for the southern half of the county. During this phase, new hydrology will be developed for the entire southern portion of Hays County that drains to the Guadalupe River. New hydraulic models will be developed for approximately 100 stream miles along the following streams to the west of the San Marcos city limits: Blanco River, Wilson Creek, Cypress Creek, Cypress Creek Tributary 1, Pierce Creek, Spoke Pile Creek, Smith Creek, Lone Man Creek, Sink Creek, San Marcos River, Purgatory Creek, Purgatory Creek Tributary 1, Willow Springs Creek, Cottonwood Creek, Plum Creek, Plum Creek Tributaries 3, 4, and 5, Brushy Creek and Brushy Creek Tributaries 1 and 1.3. This phase also includes the development of approximately 250 stream miles of approximate study hydraulics and the evaluation of flood damage throughout the Guadalupe basin in Hays County. See Figure 1.

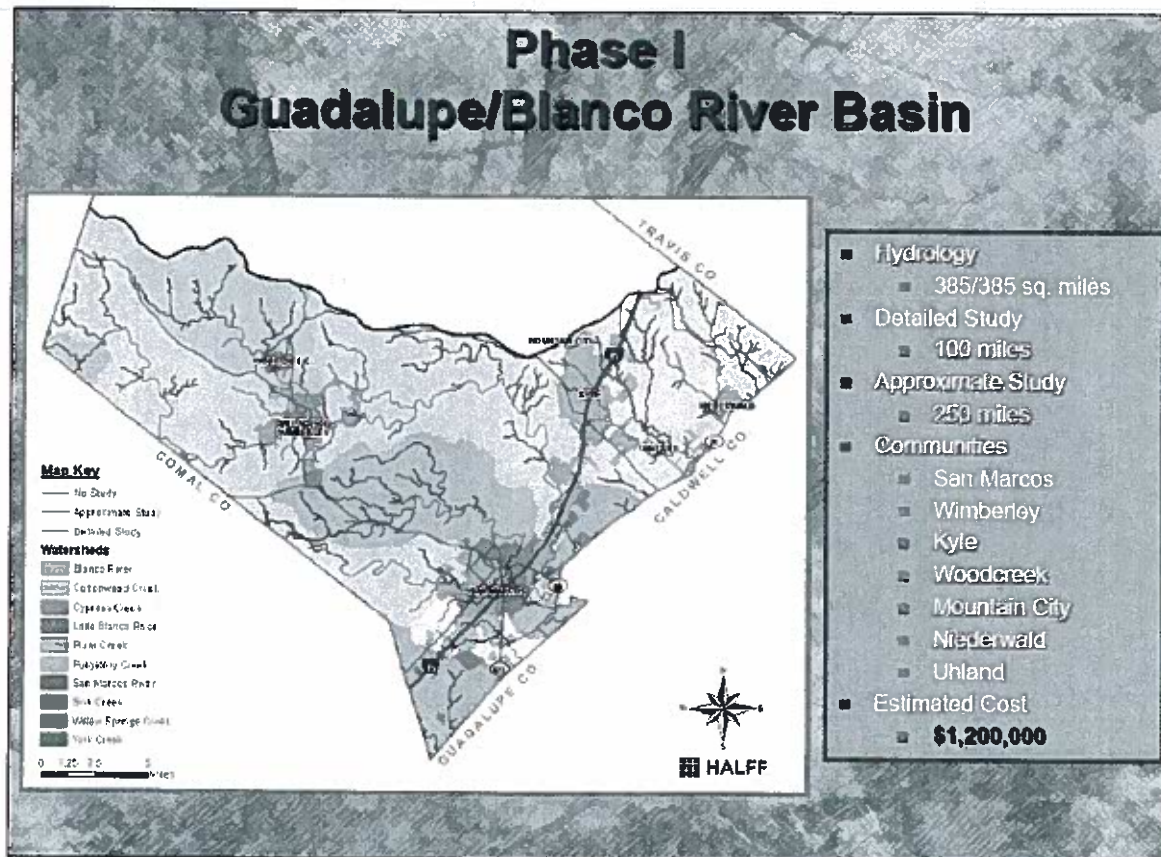


Figure 1. Phase I Study Details

Phase II:

Phase II will update and complement the 2003 LCRA and USACE data which has an applicable Onion Creek hydrologic model. During this phase, new hydrology will be developed for the Pedernales and Barton Creek Basins. New hydraulic models will be developed for approximately 100 stream miles along the following streams: Onion Creek, Barton Creek, Long Branch, Cambrian Creek, Cambrian Creek Tributary 1, Roy Branch, Cottonwood Branch, Little Barton Creek, Barton Creek Tributaries 2, 2.1, and 3, Bear Creek, Bear Creek Tributaries 1, 1A, and 2, Little Bear Creek, and Little Bear Creek Tributary 2. This phase also includes the development of approximately 210 stream miles of approximate study hydraulics and the evaluation of and flood damage throughout the Colorado basin in Hays County. See Figure 2.

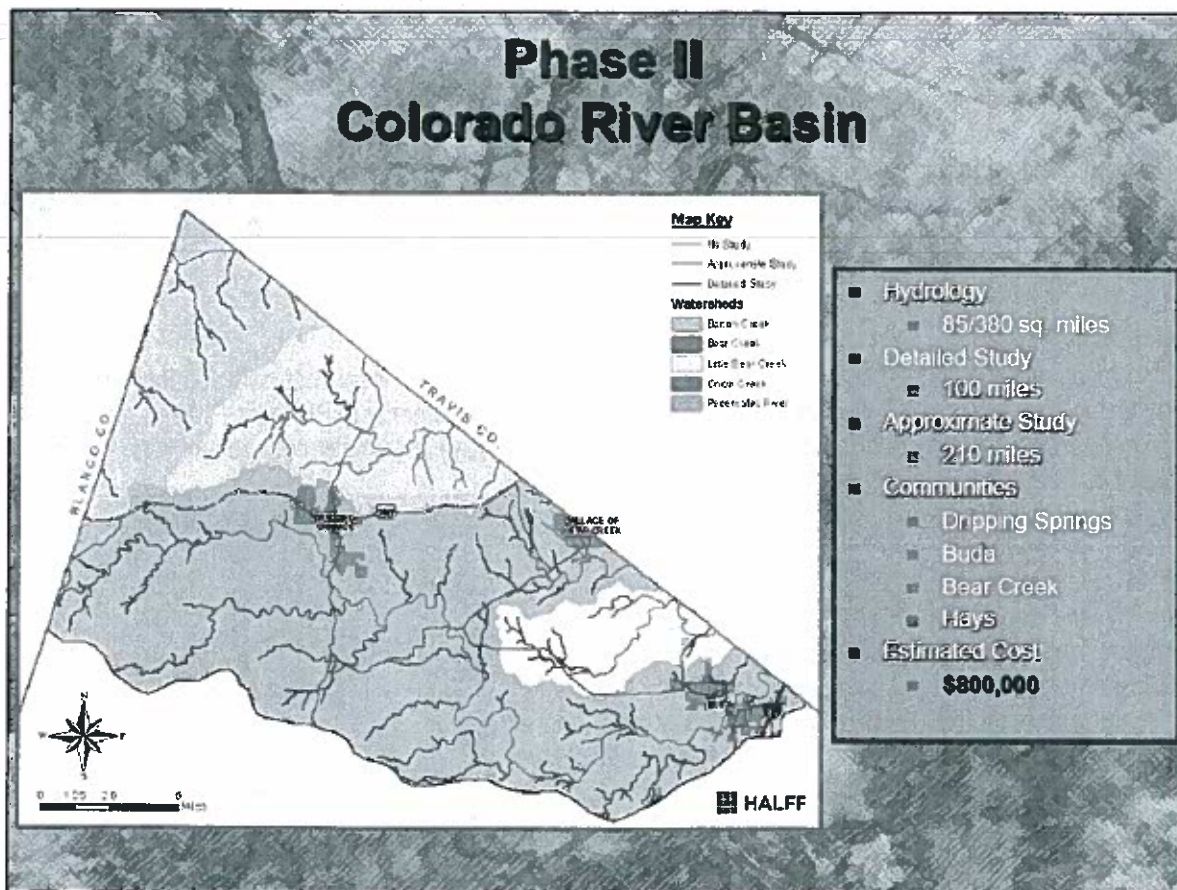
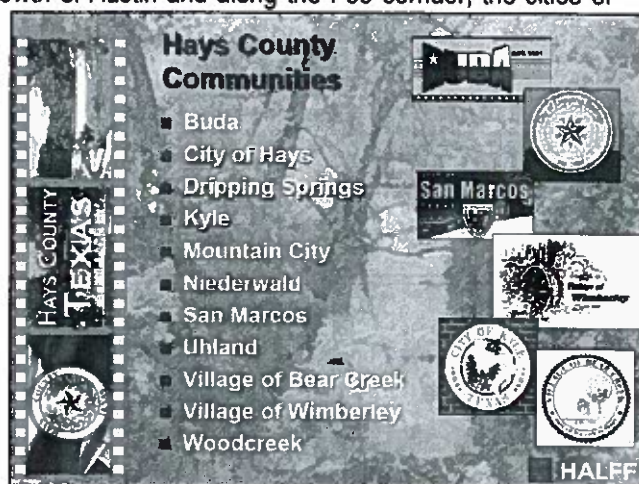


Figure 2. Phase II Study Details

Need for Study

Although Hays County is largely rural in nature, it is undergoing rapid urbanization in portions of the county. While existing and proposed developments are focused as an outgrowth of Austin and along the I-35 corridor, the cities of Dripping Springs, Wimberley, and Woodcreek are also growing. Historical floods have indicated that county creeks and rivers may be inadequate for carrying flood discharges without inflicting heavy damage on communities. These areas are also under increased development pressures resulting in increased runoff and will need more functional drainage systems in the future to help insure that new development does not flood existing development.

The communities in Hays County recognize that their solutions to drainage and flooding problems may impact their neighbors. With this in mind, development of this Drainage Master Plan will offer officials the ability to work together to improve the drainage conditions throughout the county on a regional basis.



Plan Development Cost

The funding mechanism proposed involves 50% federal, 25% state, and 25% local cost participation. Federal dollars may be available from the USACE through the Guadalupe-Blanco River Authority (GBRA) for Phase I and through the Lower Colorado River Authority (LCRA) for Phase II. The County will need to formally notify each River Authority, and the Corps, of its desire to participate with them. Required will be to negotiate an Inter-local Agreement with each of the river authorities and a Project Management Plan with the Corps to access these funds. State dollars are available through grants, with application to the Texas Water Development Board's Flood Protection Planning Grant program, and subsequent TWDB approval of the each grant. Two TWDB grant applications are being considered, one in 2009 for Phase I in the amount of \$300,000 (25% of \$1,200,000), and a second for Phase II in 2011 for \$200,000 (25% of \$800,000). Hays County will cover 25% of the cost by budgeting \$125,000 each year from 2009-2012. This local 25% can be acquired using the following funding options: tax revenue, modifying its development fees to provide additional revenue, or a combination of both. The following table shows the plan development cost breakdown.

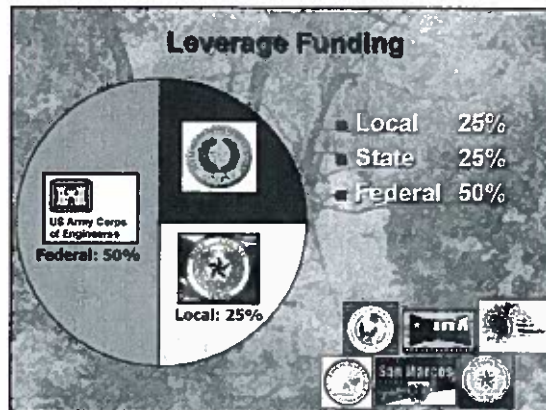


Table 1. Annual Project Cost and Funding Sources

Year	Phase I Guadalupe Basin	Phase II Colorado Basin	Yearly Total	Local \$ (25%)	State \$ (25%)		Federal \$ (50%)	
					TWDB Phase I	TWDB Phase II	USACE / GBRA	USACE / LCRA
2009	\$500,000		\$500,000	\$125,000	\$125,000		\$250,000	
2010	\$500,000		\$500,000	\$125,000	\$125,000		\$250,000	
2011	\$200,000	\$300,000	\$500,000	\$125,000	\$50,000	\$75,000	\$100,000	\$150,000
2012		\$500,000	\$500,000	\$125,000		\$125,000		\$250,000
Total	\$1,200,000	\$800,000	\$2,000,000	\$500,000	\$300,000	\$200,000	\$600,000	\$400,000

There will be several checks and balances available through the project. First, the Commissioner's Court will need to approve a resolution to submit the Flood Protection Planning grant application for Phase I. The Cities of San Marcos, Kyle, Uhland, Niederwald, Mountain City, Woodcreek, and the Village of Wimberley will need to approve a resolution supporting each grant application. If the grant is awarded, Hays County will need to approve a contract with TWDB for use of the grant funds. Further, Hays County will need to approve an inter-local agreement with GBRA for access to federal funds for Phase I. Then, again in 2011, the same process will be repeated with resolutions from communities in northern Hays County for a second grant application to the TWDB updating the Corps Project Management Plan and an inter-local agreement with LCRA for federal participation in Phase II. See Figure 3.

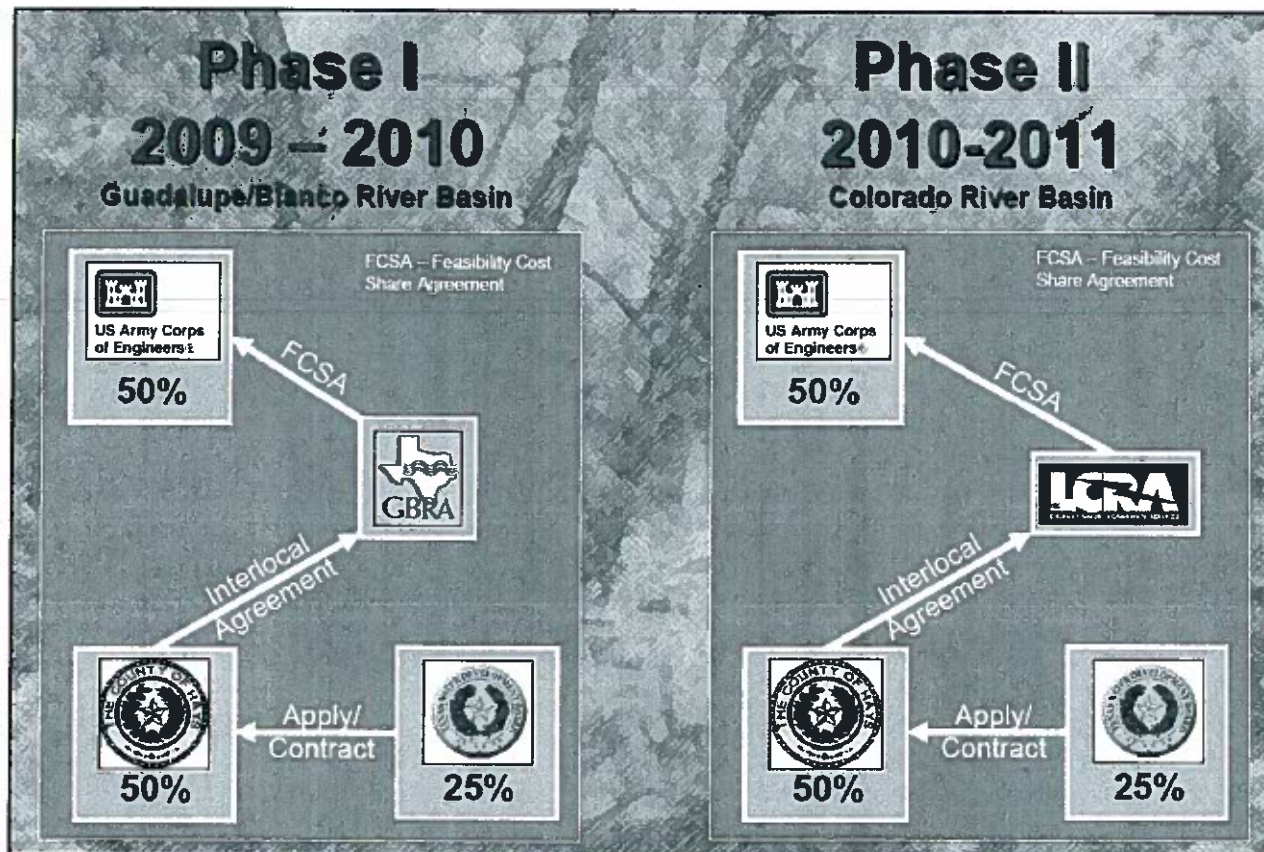


Figure 3. Graphical Representation of the Phased Funding Breakdown

Proposed Scope of Services for the Grant Application

1. Meet with Hays County regarding proposed plan as requested.
2. Provide draft letters for Hays County's use to formally request participation in GBRA and LCRA flood studies, with copies to the USACE. (see Appendix A)
3. Attend Commissioner's Court as requested, regarding Hays County Resolution to submit the Phase I application in the amount of \$300,000 to the Texas Water Development Board, Flood Protection Planning Grant, by January 22, 2009 (Draft resolution located in Appendix B).
4. Assist Hays County in requesting its communities to support the grant application by approving similar resolutions (Draft resolution and letter to communities located in Appendix B).

5. Provide draft letters for Hays County to forward to state elected officials (State Representative Patrick Rose and State Senator Jeff Wentworth), regarding their support of the Phase I Grant Application. These will be completed by their office, signed, and forwarded to the TWDB. (Drafts located in Appendix C).
6. Conduct a Drainage Master Plan workshop with Hays County on December 9, 2008 in the Commissioner's Courtroom with all Hays County communities as needed. Be prepared to present information regarding the Drainage Master Plan, and allow communities to present their local drainage issues, if any. The GBRA, LCRA, USACE Fort Worth District, and TWDB may also be invited.
7. Prepare Phase I Grant Application.

Professional Fee.....(contract located in Appendix D).....\$5,000.00

Benefits

The Hays County Master Drainage Plan will contain several benefits for the county and its communities. As Hays County's communities continue to grow, they will inherit flood-proof development. Developers in the county will have the ability to plan new development that does not flood older development, and the county will have the ability to evaluate any perceived impacts. The information developed will meet all TWDB, FEMA, and USACE criteria, and will improve the County's ability to obtain state and federal assistance to design and construct recommended alternatives. Information may be used by the county in planning future road, bridge, and river crossings that will not impact flooding conditions, and may reduce flood impacts. The county may use the data to submit a county-wide Letter of Map Revision to FEMA to update its Flood Insurance Rate Maps, thus providing its citizens access to lower cost flood insurance.



In summary, the master drainage plan will provide the following:

- ♦ Potential reduction in flood insurance rates;
- ♦ Identifies projects to alleviate existing flooding problems;
- ♦ Accurately defines county-wide flooding risks,
- ♦ Establishes county-wide floor elevations for new construction;
- ♦ Identifies where storm water management facilities are required;
- ♦ Encourages flood-proof economic development,
- ♦ Identifies hydraulically inadequate culverts; bridges and low water crossings and recommends a county-wide standard based on public safety and cost; and
- ♦ Identifies potential improvements to subdivision ordinances and drainage criteria.

The drainage master plan also offers benefits to county and community staff, emergency management teams, and public safety officials. These benefits include:

- ♦ Improved management of development in hazard areas;
- ♦ Elevation information for roadway design;
- ♦ National Weather Service flood forecasting improvements;
- ♦ Improved mapping data for emergency service,
- ♦ Prioritization of maintenance and projects; and
- ♦ Eligibility for FEMA flood disaster and mitigation funding.

Detailed Study Process

The proposed study will be performed according to criteria established by TWDB. The goals are to: (1) accurately identify flood-prone areas, (2) develop and evaluate flood protection alternative solutions, and (3) provide a recommendation for project implementation.

Study Tasks Breakdown:

1. Collection of Baseline Information – This will identify flood-prone areas based on citizen input and City and County records. The team will assemble available GIS datasets, current and future land use maps, soil maps, cultural resource maps and materials, environmental resource maps and materials, LIDAR topography, digital orthophotography, cross-section data, existing FEMA models, and previous drainage and engineering studies. Coordination with FEMA will be critical to avoid duplication of efforts. Strong coordination with participating entities will also ensure that resources are directed in the most efficient manner.
2. Environmental Review – The project includes consideration of various environmental constraints. This will involve a review of critical environmental features (CEF) already identified, as well as research to identify other CEFs that need to be considered during the development of improvements scenarios.
3. Review and Identification of Flood and Drainage Problem Areas – Following the review of the information collected, the problem areas will be classified according to primary drainage system problems and secondary drainage system problems. A brief preliminary findings report will be prepared, which will outline the specific recommended problem areas for study. A list of required field survey data will be identified at critical bridges, channel cross-sections, slab elevations, etc. The preliminary report will be delivered at a public meeting to receive further public input and discuss the next steps.
4. Necessary Field Survey Collection – Field survey may need to be collected pending the review and identification of problem areas, especially in areas that are unstudied or are known to be outdated. Field survey will be taken on the Texas State Plane coordinate system (US foot), NAD 83 horizontal and NAVD 88 vertical datum. Existing survey data will be converted as necessary so that it is comparable to data collected as a part of this study.
5. Hydrologic Model Development – An updated hydrologic model of the watersheds will be developed using HEC-HMS along with the preprocessor HEC-GeoHMS (an ArcMap 9.2 platform) to provide geo-referenced base information to the new hydrologic model. This will allow inclusion of existing City and County GIS coverages, and potentially reduce the time and effort needed to develop curve numbers and times of concentration. The model will include both existing and future land use conditions, and will utilize existing City and County GIS data, CAPCOG data, and use STATSGO or SSURGO soil information to generate runoff curve numbers using the SCS method. A detailed stream network routing will be developed.

Rainfall intensity and storm frequency are important elements in the analysis. Coordination with the USGS and the National Weather Service may aid in developing the most appropriate and accurate frequency scenarios. A frequency analysis based on historical record of discharge will be performed. These frequencies will be compared to current USGS regression equations and the current FIS flow rates where available.
6. Hydraulic Model Development – An updated hydraulic model of the study stream will be developed using HEC-RAS along with the preprocessor HEC-GeoRAS (an ArcMap 9.2 platform) to provide geo-referenced base information to the new hydraulic model. The collected field survey data, information from design plans, and recent topographic data, will be incorporated into the new model. The HEC-RAS model will be geo-referenced to correlate with the City and County GIS data. Flood profiles for the 2-year, 5-year, 10-year, 25-year, 50-year, 100-year, and 500-year frequency storm events will be developed for the existing watershed conditions. A flood profile for the 100-year fully developed condition will also be developed. The hydraulic model may include a floodway evaluation for existing conditions.

7. Evaluation of Drainage Criteria – A review of existing drainage design criteria for new development (2-year, 5-year, 10-year, 25-year, 50-year, 100-year, and 500-year) will be performed for the county and acceptable levels of protection will be recommended.
8. Review of Flood Protection Measures and Alternatives to be Evaluated – Flood protection measures to be considered may include the following structural and non-structural measures as independent or combination solutions:

Structural Alternatives:

- ♦ Detention and retention ponds
- ♦ Dredging and clearing
- ♦ Levees and dams
- ♦ Channelize ditches and culverts
- ♦ New Bridges

Non-Structural Alternatives:

- ♦ Identify flood areas and depths
- ♦ Flood Warning Systems
- ♦ Buy-out of buildings most prone to flood
- ♦ Elevate new buildings
- ♦ Provide insurance for existing buildings

Several scenarios will be evaluated based on the following criteria:

- ♦ Minimize flood hazards
- ♦ Economical (Benefit/Cost)
- ♦ Timeliness (Do we need it now?)
- ♦ Meets Federal criteria
- ♦ Neighborliness (Are we pushing our problem on someone else?)
- ♦ Public Acceptance



Rio Vista Dam Restoration - San Marcos, Texas

9. Hydrologic and Hydraulic Analysis of Alternatives – The effects of each alternative scenario and resulting level of flood protection with respect each alternative will be analyzed. A detailed report that summarizes the findings of the study and modeling results will be prepared. Reports will include presentation of the methods of analysis, summary of results, exhibits, and model output.
10. Benefit/Cost Analysis – The benefit of each alternative in terms of level of protection/reduction of flood damages, impacts, right-of-way requirements, environmental impacts, etc. will be made in comparison to the associated cost of each improvement. From this benefit/cost analysis, a set of optimum solutions will be presented in a report, which will document the benefit criteria, cost information and other considerations. The purpose of this report will be to communicate the results of the project to the public. The results of the Benefit-Cost Analysis will be presented at a public meeting.
11. Implementation and Phasing – Following the public input pertaining to Benefit/Cost for the flood protection scenarios, the project will also include recommendations for the implementation and phasing of the identified improvements, both structural and non-structural. The implementation plan will identify potential funding sources for the improvements, such as drainage utility fees, impact fees, public/private partnerships, special utility districts, etc., as appropriate. Consideration of current Capital Improvements Plans will be important to ensure that the recommended flood protection strategies are coordinated and consistent with planned projects in each county.
12. Final Deliverables – At the conclusion of the study a final plan will be prepared and presented at a public meeting. The final report will be presented to the TWDB following this meeting and will likely include maps, technical analysis, supporting documentation, and the implementation and phasing plan.

APPENDIX A

Date

William E. West, General Manager
Guadalupe-Blanco River Authority
933 East Court Street
Seguin, Texas 78155

Re: Guadalupe River Basin Flood Damage Evaluation Project

Dear Mr. West:

Southern Hays County is drained by the Blanco River and its tributaries, the San Marcos River and its tributaries, and _____ Creek which are all tributaries of the Guadalupe River (Texas). Including the incorporated areas of Wood Creek, Wimberly, Kyle, Mountain City, Uhland, Niederwald, and San Marcos, it is one of the fastest growing areas in central Texas. The present rate of growth is expected to continue, along with the Austin and San Antonio metropolitan areas. Southern Hays County has been subject to serious flooding problems as recently as 1991, 1998, and 2002. Future growth may only exacerbate the flooding problems unless proper planning is performed.

It is my understanding that you are currently the local sponsor of an active, ongoing Basinwide feasibility study that is cost shared on a 50/50 basis with the U.S. Army Corps of Engineers, and that its primary purpose is to identify solutions that best resolve the problems and needs as they relate to the water related resources within the basin. Also, I have been informed that specific problem areas are being addressed by performing interim feasibility studies through cooperation with local governments.

This is written to request that the Guadalupe-Blanco River Authority consider initiation of an interim study for the southern portion of Hays County. More specific areas for study, possibly major tributary watersheds, would be identified after consultation with the Corps as well as your staff. The County is willing to provide their share of the costs associated with these studies, but may also pursue other funding sources, such as the Planning Grant program being administered by the Texas Water Development Board. By copy of this letter, I am also informing the Corps of our desire to participate in such feasibility studies.

Sincerely,

The Honorable Liz Sumter
Judge, Hays County, Texas

Cc:

Colonel Christopher W. Martin, District Commander, U.S. Army Corps of Engineers,
Fort Worth District, P.O. Box 17300, Fort Worth, TX 76102

Date

Thomas G. Mason, General Manager
Lower Colorado River Authority
P.O. Box 220
Austin , Texas 78667

Re: Lower Colorado River Basin Project

Dear Mr. Mason:

Northern Hays County is drained by Onion Creek, Barton Creek, and the Pedernales River which are tributaries of the Colorado River (Texas). Including the incorporated cities of Dripping Springs, Buda, and the Village of Bear Creek, it is one of the fastest growing areas in central Texas. The present rate of growth is expected to continue, along with the Austin metropolitan area. Northern Hays County has been subject to serious flooding problems as recently as 1991, 1998, and 2002. Future growth may only exacerbate the flooding problems unless proper planning is performed.

It is my understanding that you are currently the local sponsor of an active, ongoing Basinwide feasibility study that is cost shared on a 50/50 basis with the U.S. Army Corps of Engineers, and that its primary purpose is to identify solutions that best resolve the problems and needs as they relate to the water related resources within the basin. Also, I have been informed that specific problem areas are being addressed by performing interim feasibility studies through cooperation with local governments.

This is written to request that the Lower Colorado River Authority consider initiation of an interim study for the northern portion of Hays County. More specific areas for study, possibly major tributary watersheds, would be identified after consultation with the Corps as well as your staff. The County is willing to provide their share of the costs associated with these studies, but may also pursue other funding sources, such as the Planning Grant program being administered by the Texas Water Development Board. By copy of this letter, I am also informing the Corps of our desire to participate in such feasibility studies.

Sincerely,

The Honorable Judge Liz Sumter
Hays County, Texas

Cc:

Colonel Christopher W. Martin, District Commander
U.S. Army Corps of Engineers, Fort Worth District
P.O. Box 17300
Fort Worth, TX 76102

Brian Shirley, Chair, Texas Colorado River Floodplain Coalition
Mark Jordan, Water Services Manager, LCRA

APPENDIX B

DRAFT RESOLUTION

A RESOLUTION AUTHORIZING THE CITY OF _____, TEXAS, TO SUPPORT THE HAYS COUNTY, TEXAS APPLICATION FOR FLOOD PROTECTION PLANNING GRANT ASSISTANCE FILED WITH THE TEXAS WATER DEVELOPMENT BOARD.

WHEREAS, Hays County, Texas, desires to develop a Flood Protection Planning Study for many of its creeks that drain into the Guadalupe River which include areas within the City of _____;

WHEREAS, The City of _____, Texas, ensures that the proposed planning does not duplicate existing projects with the exception of updating existing flood protection plans;

WHEREAS, Hays County, Texas, will appropriate matching funds and in-kind services, if the grant is awarded, to assist with the financing of the Flood Protection Planning Study;

WHEREAS, Hays County, Texas, will attempt to pursue implementation of viable solutions identified through the proposed planning effort and will pursue and identify potential sources of funding for implementation of viable solutions;

WHEREAS, the cities of Hays County, Texas, are currently participating in the National Flood Insurance Program making flood insurance available for all insurable structures in their respective incorporated and unincorporated areas.

THEREFORE, BE IT RESOLVED that the City Council of _____, Texas authorizes support of the Hays County application to the Texas Water Development Board for flood protection planning grant assistance.

PASSED and APPROVED by the _____ City Council on the ____ day of December 2008.

_____, Mayor

ATTEST:

_____, City Clerk

DRAFT RESOLUTION

A RESOLUTION AUTHORIZING THE HAYS COUNTY, TEXAS APPLICATION FOR FLOOD PROTECTION PLANNING GRANT ASSISTANCE FILED WITH THE TEXAS WATER DEVELOPMENT BOARD.

WHEREAS, Hays County, Texas, desires to develop a Flood Protection Planning Study for its watersheds that drain into the Guadalupe River, including the Blanco River, San Marcos River, Plum Creek, and Brushy Creek;

WHEREAS, Hays County, Texas, ensures that the proposed planning does not duplicate existing projects with the exception of updating existing flood protection plans;

WHEREAS, Hays County, Texas, will participate in the U.S. Army Corps of Engineers and Guadalupe-Blanco River Authority Colorado River Flood Damage Reduction Study, and appropriate matching funds and in-kind services, if the grant is awarded, to assist with the financing of the Flood Protection Planning Study;

WHEREAS, Hays County, Texas, will attempt to pursue implementation of viable solutions identified through the proposed planning effort and will pursue and identify potential sources of funding for implementation of viable solutions;

WHEREAS, Hays County, Texas, is currently participating in the National Flood Insurance Program making flood insurance available for all insurable structures in the unincorporated area in the County.

THEREFORE, BE IT RESOLVED that the Commissioners Court of Hays County, Texas authorizes support of this application to the Texas Water Development Board for flood protection planning grant assistance.

PASSED and APPROVED by the Hays County Commissioners Court on the 18th day of November 2008.

_____, Judge

ATTEST:

_____, County Clerk

Letter to each incorporated community in Hays County

Mayor _____
City of _____, TX

Dear Mayor _____:

The Hays County Commissioner's Court is considering the development of a county wide Drainage Master Plan. Proposed is to study the county in two phases. Phase I would occur during 2009-2011 in the southern part of the county which is drained by Guadalupe River. Phase II is planned to occur during 2011-2012 in the northern half of the county that is drained by the Colorado River. Hays County plans to fund 25% of the plan development and apply for grants and federal assistance to cover the remaining 75%.

The county plans to partner with the U.S. Army Corps of Engineers through the Guadalupe-Blanco River Authority (for Phase I) and the Lower Colorado River Authority (for Phase II) for 50% federal funding. State funding to provide 25% of the cost must be applied for through the Texas Water Development Board's Flood Protection Planning Grant program. We will be considering a resolution supporting the Phase I grant application to the Texas Water Development Board at our November 18, 2008 Commissioner's Court meeting.

On December 9, 2008, we respectfully request your participation in a workshop in our Commissioner's Courtroom, at 10:00 AM. The county will lay out the entire plan for you at that time, and gather any input you may have regarding flooding or drainage issues in your community. At the workshop, we will also request your consideration of a resolution from your council supporting the county's grant application. A sample resolution is attached for your consideration.

Sincerely,

The Honorable Liz Sumter
Judge, Hays County

Cc: W.E. (Bill) West, Jr., General Manager, GBRA
Thomas Mason, General Manager, GBRA
Gilbert Ward, TWDB
Colonel Christopher W. Martin, District Commander
U.S. Army Corps of Engineers, Fort Worth District
P.O. Box 17300
Fort Worth, TX 76102

APPENDIX C

Legislator's Letterhead

December , 2008

Mr. Kevin J. Ward
Executive Administrator
Texas Water Development Board
P.O. Box 13231
Austin, Texas 78711-3231

Dear Mr. Ward:

It is my understanding that Hays County has submitted an application for State assistance under the Texas Water Development Board (TWDB) Flood Protection Planning grant program. The funds are being sought to help develop a comprehensive Flood Protection Planning Study for County's rivers and creeks which drain into the Guadalupe River, and will complement a basin-wide study being conducted by the Guadalupe-Blanco River Authority (GBRA) and the U.S. Army Corps of Engineers (Corps). It is also my understanding that the Corps of Engineers is contributing a 50% federal match and that Hays County has committed significant funding and resources to match or exceed potential TWDB funding. The County's three cities of San Marcos, Wimberly, and the Village of Wood Creek are all supporting the effort.

It is clear that Hays County is one of the fastest growing areas in Central Texas, and its Commissioner's Court recognizes the flooding potential associated with the increase in development. In response, they are taking a regional proactive approach to define existing flood risks, investigate flood control alternatives, and develop tools for an effective floodplain management program in cooperation with their cities, GBRA, and the USACE.

For these reasons, I whole-heartedly support the Hays County's grant application efforts and the goals and intent of the study, and encourage the Texas Water Development Board to approve the grant request.

Sincerely,

Honorable Patrick M Rose, Texas State Representative, District 45

Cc:
The Honorable Judge Liz Sumter, Hays County
111 East San Antonio Street

San Marcos, TX 78666

Mr. W.E. (Bill), General Manager
Guadalupe-Blanco River Authority
933 East Court Street
Seguin, Texas 78155

Mr. Troy Collins, PE
US Army Corps of Engineers Fort Worth District, CESWF-DDE-PM
PO Box 17300
Fort Worth, Texas 76102

Legislator's Letterhead

December , 2008

Mr. Kevin J. Ward
Executive Administrator
Texas Water Development Board
P.O. Box 13231
Austin, Texas 78711-3231

Dear Mr. Ward:

It is my understanding that Hays County has submitted an application for State assistance under the Texas Water Development Board (TWDB) Flood Protection Planning grant program. The funds are being sought to help develop a comprehensive Flood Protection Planning Study for County's rivers and creeks which drain into the Guadalupe River, and will complement a basin-wide study being conducted by the Guadalupe-Blanco River Authority (GBRA) and the U.S. Army Corps of Engineers (Corps). It is also my understanding that the Corps of Engineers is contributing a 50% federal match and that Hays County has committed significant funding and resources to match or exceed potential TWDB funding. The County's three cities of San Marcos, Wimberly, and the Village of Wood Creek are all supporting the effort.

It is clear that Hays County is one of the fastest growing areas in Central Texas, and its Commissioner's Court recognizes the flooding potential associated with the increase in development. In response, they are taking a regional proactive approach to define existing flood risks, investigate flood control alternatives, and develop tools for an effective floodplain management program in cooperation with their cities, GBRA, and the USACE.

For these reasons, I whole-heartedly support the Hays County's grant application efforts and the goals and intent of the study, and encourage the Texas Water Development Board to approve the grant request.

Sincerely,

Honorable Senator Jeff Wentworth, Texas State Senator, District 25

Cc:
The Honorable Judge Liz Sumter, Hays County
111 East San Antonio Street

San Marcos, TX 78666

Mr. W.E. (Bill), General Manager
Guadalupe-Blanco River Authority
933 East Court Street
Seguin, Texas 78155

Mr. Troy Collins, PE
US Army Corps of Engineers Fort Worth District, CESWF-DDE-PM
PO Box 17300
Fort Worth, Texas 76102

APPENDIX D

STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT EFFECTIVE THE LATEST DATE OF EXECUTION AS PROVIDED BELOW BETWEEN
Hays County, Texas (CLIENT), AND HALFF ASSOCIATES, INC. (ENGINEER).

I. SCOPE

Halff Associates, Inc. (hereinafter "Engineer") agrees to perform the services described in the attached Hays County, Texas, Drainage Master Plan Proposal, Dated November 17, 2008, (Scope of Services) which incorporates these terms and conditions. Unless modified in writing by the parties hereto, the duties of Halff shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services and these General Terms and Conditions, when executed by Hays County, Texas (hereinafter "Client"), shall constitute a binding Agreement on both parties.

II. COMPENSATION

Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1-1/2 percent per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the parties that receipt of payment(s) by Engineer from Client is in no way contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses will be billed at actual cost and subcontracted services and costs will be billed at actual cost plus a service charge of 10 percent. Mileage incurred will be billed at current IRS rates.

III. RESPONSIBILITY

Engineer is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. Engineer shall follow the standard practices of the engineering profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. Engineer shall not be required to provide any certification, assignment or warranty of its work but, upon request and for a separate fee, Engineer may provide written statements regarding its services under this Agreement. Such statements shall be in a form acceptable to Engineer and shall be requested with sufficient advance notice to allow Engineer to review the documents and prepare a suitable statement.

Engineer's review or supervision of work prepared or performed by other individuals or firms employed by Client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or inspection provided by Engineer is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Engineer does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

IV. SCOPE OF CLIENT SERVICES

Client agrees to provide site access, and to provide those services described in the attached Scope of Services.

V. OWNERSHIP OF DOCUMENTS

Upon Engineer's completion of services and receipt of payment in full, Engineer grants to Client an exclusive license to all drawings, instruments and data produced in connection with Engineer's performance of the work under this Agreement. Said drawings, instruments and data may be copied, duplicated, reproduced, used and disclosed by Client for any purposes Client deems appropriate in connection with the work under this Agreement. **Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement.** Any reuse by Client, or by those who obtain said information from Client, without written verification or adaptation by Engineer will be at Client's sole risk and without liability or legal exposure to Engineer, Engineer's subconsultants or independent associates. Client shall indemnify Engineer, Engineer's subconsultants and independent associates for all damage, liability or cost arising therefrom. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

VI. INDEMNIFICATION

Engineer agrees to indemnify and hold Client harmless from any actual damage, liability or costs, including reasonable attorney's fees and expenses, to the extent caused directly by a negligent act or omission or willful misconduct of Engineer, Engineer's subconsultants or those for whom Engineer is legally liable, in the performance of the professional services which are the subject of this Agreement.

In the event that Client is found to be concurrently negligent, Engineer shall not indemnify for the proportionate negligence of Client, but shall indemnify for the portion of negligence solely attributable to Engineer, its agents, servants, employees, and subcontractors of any tier, their agents, servants and employees.

Neither party shall be liable to the other for incidental or consequential damages, whether or not the possibility of such damages has been disclosed or could have been reasonably foreseen.

The parties shall indemnify one another against damages of third parties recoverable from the indemnitee to the extent caused by the comparative negligence of the indemnitor. **Such negligence shall be measured by standards in effect at the time services are rendered, not by later standards. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date of issuance of the Certificate of Completion, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.**

Client acknowledges Engineer may perform work at facilities that may contain hazardous materials or conditions, and that Engineer had no prior role in the generation, treatment, storage, or disposition of such materials. In consideration of the associated risks that may give rise to claims by third parties or employees of Client, Client agrees to indemnify, defend, and hold Engineer harmless (including attorneys' fees) from any and all losses, damages, claims, or actions brought by any third party or employee of Client against Engineer or Engineer's employees, agents, officers or directors, in any way arising out of the presence of hazardous materials at the facilities, except for

HALFF ASSOCIATES, INC.

General Terms and Conditions (continued)

claims shown by final judgment of a court of competent jurisdiction to arise out of the sole negligence of Engineer.

VII. INSURANCE

Engineer shall maintain during the life of the Agreement the following minimum insurance:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.
- C. Statutory workers' compensation and employers' liability insurance as required by state law.
- D. Professional liability insurance.

VIII. SUBCONTRACTS

Engineer shall be entitled, to the extent determined appropriate by Engineer, to subcontract any portion of the work described in the Scope of Services.

IX. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Neither this Agreement, nor any claims, rights, obligations or duties associated hereto, shall be assigned or assignable by either Client or Engineer without the prior written consent of the other party.

X. INTEGRATION

These terms and conditions and the letter agreement (Scope of Services) to which they are attached represent the entire understanding of Client and Engineer as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

XI. JURISDICTION AND VENUE

This Agreement shall be administered and interpreted under the laws of the State in which the Engineer's office performing the majority of the work described in the Scope of Services is located. Jurisdiction of litigation arising from the Agreement shall be in that State. If any part of the Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect. Exclusive venue shall lie in the county in which the Engineer's office performing the majority of the work described in the Scope of Services is located.

XII. SUSPENSION OF SERVICES

- A. If work under this Agreement is suspended for more than thirty (30) calendar days in the aggregate, the Engineer shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and mobilization costs. In addition, there shall be an equitable adjustment in the work schedule based on the delay caused by the suspension. If work under this Agreement is suspended for more than ninety (90) calendar days in the aggregate, the Engineer may, at its option, terminate this Agreement upon giving notice in writing to the Client. Engineer may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with normal progress of the work.
- B. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days notice

to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

XIII. TERMINATION OF WORK

Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if the purpose or result is performance of all or part of Engineer's services under this Agreement by Client or by another service provider. The Client shall within ten (10) calendar days of termination pay the Engineer for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

XIV. TAXES

The fees and costs stated in this Agreement, unless stated otherwise, exclude all sales, consumer, use and other taxes which are promulgated following execution of this Agreement. Client agrees to reimburse Engineer and its subconsultants for the taxes paid by Engineer and its subconsultants in accordance with the laws and regulations of the applicable taxing authorities.

XV. ALTERNATIVE DISPUTE RESOLUTION

Any conflicts that arise during the work described by this Agreement or following the completion thereof shall be submitted to nonbinding mediation unless the parties agree otherwise. The parties further agree to require all independent contractors and consultants retained in connection with this Agreement to include a similar mediation provision in all Agreements with subcontractors, subconsultants, suppliers or fabricators.

XVI. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XVII. TIMELINESS OF PERFORMANCE

The Engineer will perform its services with due and reasonable diligence consistent with sound professional practices.

XVIII. WAIVER

Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

HALFF ASSOCIATES, INC.

General Terms and Conditions (continued)

APPROVED:

Engineer: HALFF ASSOCIATES, INC.

Signature: _____

Typed or Printed Name: Mike Moya, P.E.

Title: Vice-President

Date: _____

APPROVED:

Client: Hays County, Texas

Signature: _____

Typed or Printed Name: The Honorable Liz Sumter

Title: Judge, Hays County, Texas

Date: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Kyle.

CHECK ONE: CONSENT X ACTION EXECUTIVE SESSION
WORKSHOP PROCLAMATION PRESENTATION

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Barton

SPONSORED BY: Barton

SUMMARY: On November 18, 2008 the City of Kyle signed an intertlocal agreement with Hays County to participate in IH 35 @ 210 project (Home Depot overpass) of the Pass Through Road Package between Hays County and TxDOT. The City of Kyle will commit \$11 million dollars to the IH35 @ 210 project. This interlocal is part of the shared commitment of Hays County's municipalities' to provide improvements on roads for both mobility and County to improve. This is one of the projects that eventually will allow access roads along IH 35 to be changed to one way.

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute an Interlocal Agreement between Hays County and the City of Kyle.

PREFERRED MEETING DATE REQUESTED: November 25, 2008

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER _____

COUNTY PURCHASING GUIDELINES FOLLOWED: _____

PAYMENT TERMS ACCEPTABLE: _____

COMMENTS:

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____ **MDK** _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

RECITALS

71 1

also includes the construction of a section of the frontage road between Kyle Crossing and FM 1626. The total Project cost is estimated to be \$28,747,920.

1.2 Obligation of TxDOT. TxDOT will be responsible for letting and managing the Project.

2. Party Obligations.

2.1 City Payment. The City shall promptly pay Eleven Million Dollars (\$11,000,000) as its share of the Project costs. This sum shall be the first \$11,000,000 received by the City from a State Infrastructure Bank loan. This payment shall be due on or before thirty (30) days prior to the TxDOT letting of the Project. The City shall not be obligated to fund any sums above \$11,000,000.

2.2 County Payment. The County shall be responsible for all costs related to the acquisition of right-of-way and the relocation of utilities for the Project. Additionally, the County shall be responsible for funding all remaining Project costs payable within six (6) months after the TxDOT letting of the Project.

B.

MISCELLANEOUS PROVISIONS

1. **Execution.** This Agreement may be simultaneously executed in any number of counterparts, each of which will serve as an original and will constitute one and the same instrument.
2. **Governing Law.** This Agreement will be governed by the Constitution and laws of the State of Texas.
3. **Successors and Assigns.** The assignment of this Agreement by either Party is prohibited without the prior written consent of the other Party.
4. **Headings.** The captions and headings appearing in this Agreement are inserted merely to facilitate reference and will have no bearing upon its interpretation.
5. **Partial Invalidity.** If any of the terms, covenants or conditions of this Agreement, or the application of any term, covenant, or condition, is held invalid as to any person or circumstance by any court with jurisdiction, the remainder of this Agreement, and the application of its terms, covenants, or conditions to other persons or circumstances, will not be affected.
6. **Waiver.** Any waiver by any party of its rights with respect to a default or requirement under this Agreement will not be deemed a waiver of any subsequent default or other matter.

7. **Amendments.** This Agreement may be amended or modified only by written agreement duly authorized and executed by the duly authorized representatives of the Parties.
8. **Cooperation.** Each Party agrees to execute and deliver all such other and further instruments and undertake such actions as are or may become necessary or convenient to effectuate the purposes and intent of this Agreement.
9. **Venue.** All obligations of the Parties are performable in Williamson County, Texas and venue for any action arising hereunder will be in Williamson County.
10. **Third Party Beneficiaries.** Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties, any rights, benefits, or remedies under or by reason of this Agreement.
11. **Representations.** Unless otherwise expressly provided, the representations, warranties, covenants, indemnities, and other agreements will be deemed to be material and continuing, will not be merged, and will survive the termination or expiration of this Agreement.
12. **Exhibits.** All exhibits attached to this Agreement are hereby incorporated in this Agreement as if the same were set forth in full in the body of this Agreement.
13. **Entire Agreement.** This Agreement, including any attached exhibits, contains the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties with respect to such matters.
14. **Term.** This Agreement shall automatically terminate if a contract for the Project is not awarded within three (3) years after this Agreement is executed by both parties.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be signed, sealed and attested in duplicate by their duly authorized officers, as of the Effective Date.

HAYS COUNTY

By: _____
Honorable Elizabeth "Liz" Sumter, County Judge

Date: _____

CITY OF KYLE, TEXAS

By: _____
Miguel Gonzalez, Mayor

Date: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: 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 25, 2008

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Barton

SPONSORED BY: Barton

SUMMARY: This item will continue consideration and discussion from last week on the Courts feeling about how to handle management of roads included the recently passed Road Bond, excluding the Pass Through Roads which are managed by Prime Strategies, Inc. It is my belief that further discussion and the time that we have had to think about some of the suggestions will progress the Court to the best solution for each precinct.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible action to consider the transfer or lease of approximately 1,300 sq. ft. at the intersection of LBJ and MLK Drives to the City of San Marcos for the placement of a commemorative marker and to authorize Commissioner Ingalsbe and Special Counsel, Mark Kennedy to negotiate and prepare an interlocal agreement for same.

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

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED: none

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Chris Jones

SPONSORED BY: Ingalsbe

SUMMARY: The marker will symbolize the achievements of these two remarkable men as they helped champion the Civil Rights Act of 1964.

I have asked both Jerry Borcharding and Ron Knott to visit the site to determine if the transfer of this property would have any adverse impact of county functions and both believe it will not.

The agreement will come back to court for final approval.



September 23, 2008

The Honorable Debbie Gonzales-Ingalsbe
Hays County Commissioner, Precinct 1
111 E. San Antonio Street, Ste. 304
San Marcos, Texas 78666

Dear Commissioner Ingalsbe:

With cooperation from citizen groups and my fellow members of the City Council, the City of San Marcos has begun exploring options for the implementation of a commemorative marker at the intersection of LBJ and MLK drives. We envision this project standing testament to the amazing achievements of these two remarkable men as they helped champion the Civil Rights Act of 1964. Attached is a copy of the May 20, 2008 City Council minutes, stating the City Council's direction to contact Hays County regarding the process for the proposed commemorative monument.

The LBJ-MLK Crossroads Project will provide another example of what can be achieved through intergovernmental cooperation. A 1,350 square-foot area of the Hays County Justice Center has been identified as the location for the marker. Because we are still in the planning phase, I ask for a Memorandum of Understanding (MOU) from the Hays County Commissioner's Court offering general support for this project at this location. In the MOU, I request that the Court specify the preferred agreement mechanism you are willing to consider for use of the site, such as a letter agreement for donation of the property to the City of San Marcos or a long-term lease via a license agreement between the City and the County. Of the two options, I prefer donation of the property to the City.

Attached is an aerial map showing the proposed location as well as preliminary information about the project, itself. Once a more formal plan is prepared, it will be presented to the Hays County Commissioner's Court for review.

I look forward to seeing our City again join forces with Hays County to benefit the citizens of our community. Beautification of this area will serve the citizens as the area evolves in the coming decades.

Please call me at 512-826-9468 if you would like to further discuss this request.

Sincerely,

Christopher Jones
Deputy Mayor Pro Tem. Place 4

Enclosures

May 20, 2008

The City Council moved this item up on the Agenda.

MOTION: Upon a motion made by Councilmember Couch and a second by Councilmember Thomaides, the City Council voted seven (7) for and none (0) opposed, for adoption of Resolution 2008-76R. The motion carried unanimously.

35. Consider adoption of Resolution 2008-77R, approving a contract with Federal Signal Corporation and Blue Moon Solutions, Inc. for the purchase and operation of a city-wide wireless mesh network; approving an agreement with Sun Trust Equipment Finance and Leasing Corporation for financing the wireless mesh network; authorizing the City Manager to execute the agreements on behalf of the City and declaring an effective date.

The City Council moved this item up on the Agenda.

MOTION: Upon a motion made by Councilmember Guerrero and a second by Councilmember Porterfield, the City Council voted seven (7) for and none (0) opposed, to postpone the adoption of Resolution 2008-77R until June 3rd. The motion carried unanimously.

36. Hold public hearing to receive public comments for or against and consider approval of the FY 2008-2009 City Council Budget Policy Statement.

Mayor Narvaiz opened the Public Hearing at 9:45 p.m. There were no public comments, and the Public Hearing was closed at 9:45 p.m.

MOTION: Upon a motion made by Councilmember Jones and a second by Councilmember Guerrero, the City Council voted seven (7) for and none (0) opposed, to approve the FY 2008-2009 City Council Budget Policy Statement. The motion carried unanimously.

37. Discussion on the Energy Survey and direction to staff.

Richard Mendoza, Director of Public Works, provided the Council with the final energy survey and requested direction to move forward. Council requested questions 1-19 should be removed since they are policy making decisions. The Council also encouraged an incentive program for increased participation and to also consider contacting a marketing company. The Council also provided directions to contact the University's survey writers to consult on the survey and to distribute the survey in both English and Spanish during the Fall Semester when the students return.

38. Discussion regarding a proposed commemorative monument to be located at the intersection of LBJ and MLK streets and direction to staff.

Diann McCabe, 1401 Alamo Street, San Marcos, Texas 78666, She reported she has lived in San Marcos since 1988. She reported she supports the plans to establish a monument at LBJ and MLK, which has been in the works for several years.

Councilmember Jones stated he had met with Commissioner Ingalsbe to see if the County would be interested in donating that piece of land or an interlocal agreement to sale of that property. He stated he feels this is a perfect time for the City to step up and be part of this collaborative effort. He stated he is requesting Council to support him and provide direction to staff to do something with this. Council provided directions for Staff to contact the County regarding this intersection and their process for the proposed commemorative monument.

39. Discussion on predatory towing, towing regulations and fees, and direction to staff.

MOTION: Upon a motion made by Councilmember Guerrero and a second by Councilmember Porterfield, the City Council voted seven (7) for and none (0) opposed, to postpone this discussion item until June 3rd. The motion carried unanimously.

40. Review a recommendation from the Planning and Zoning Commission to abandon Meiners Street between Thorpe Lane and Aquarena Springs Drive and provide direction to staff.

Cecil Pennington, Interim Director of Planning and Development, reported that the Planning and Zoning Commission approved this abandonment. The City Council provided directions to support the Planning and Zonings recommendation for abandonment.

41. Question and answer session with press and public.


C.J. Morgan inquired to whether the City would consider making recycling mandatory. Mayor Narvaiz informed Mr. Morgan that this would be a policy decision, which will be explored.

42. Adjournment.

MOTION: Upon a motion made by Councilmember Jones and a second by Councilmember Couch, the City Council voted seven (7) for and none (0) opposed, to adjourn the regular session of the San Marcos City Council at 10:48 p.m. on Tuesday, May 6, 2008. The motion carried unanimously.


Susan Narvaiz, Mayor

ATTEST:


Sherry Mashburn, City Clerk



Map is not Survey Quality



A Commemorative Marker at the Corner of LBJ and MLK Drives in San Marcos

Recognition of the unique connection between LBJ and San Marcos, and the junction of LBJ and MLK drives has been inspiration for the establishment of a marker, commemorating the accomplishments of these two remarkable men.

At least a dozen years ago, during an MLK celebratory parade, community leaders and county and state officials stopped at that corner to place a temporary marker, honoring the two men and the Civil Rights Act of 1964, culminating legislation of their joint efforts.

Since that on-location ceremony, the goal to establish this marker has been discussed many times in various committees representing a variety of community groups including the CVB, Dunbar Heritage Association, Calaboose African American History Museum, San Marcos Area Arts Council and, most recently, the Common Experience committee.

Several other indicators lend this project significance and timeliness: the recent opening of the LBJ Museum, the 2008-2009 Common Experience commemoration of LBJ and Civic Responsibility, and the recent passing of Johnny Armstead, local champion of African American history who shared a commitment to the project.

With the future sale of the Hays County Justice Center and the potential of a light rail station, beautification of the junction of LBJ and MLK drives not only will contribute to the revitalization of the area, but provide a historic reference that could interface with other parts of the city as we celebrate these two men and their work together.

5-2008



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible action to authorize Uniform Rentals for the Hays County Civic Center.

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

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED: \$600.00 from 413-5299

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Nelson

SPONSORED BY: Ingalsbe

SUMMARY:

Hays County Civic Center Director, Barry Nelson believes that uniforms for HCCC staff would be beneficial to the overall professional "look" of the facility. There are currently funds (\$600.00) available in line item 413-5299 that can be transferred into a created uniform line item for this purpose, so no additional funds will be needed.

After speaking to Bill Herzog, this action will authorize the Auditor's office to amend the budget and create the appropriate line item for Uniform Rentals

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize Uniform Rentals for the Hays County Civic Center.

PREFERRED MEETING DATE REQUESTED: November 25, 2008

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$ 600.00 413-5474

COUNTY PURCHASING GUIDELINES FOLLOWED: ____ N/A ____

PAYMENT TERMS ACCEPTABLE: ____ N/A ____

COMMENTS: If this action is approved the budget amendment is not required to be approved by the Court but can be done by the auditor's office.

Hays County Civic Center Director, Barry Nelson believes that uniforms for HCCC staff would be beneficial to the overall professional "look" of the facility. There are currently funds (\$600.00) available in line item 413-5299 that can be transferred into a created uniform line item for this purpose, so no additional funds will be needed.

After speaking to Bill Herzog, this action will authorize the Auditor's office to amend the budget and create the appropriate line item for Uniform Rentals

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible action to consider the transfer of funds from Staff Salaries and FICA to Misc. Equipment in the Hays County Civic Center Budget

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

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Nelson

SPONSORED BY: Ingalsbe

SUMMARY: Please refer to back-up, but this action would allow Barry Nelson to purchase needed equipment for some major shows that want to hold their events at the center. Barry also believes the purchase of this equipment and the bookings of these events will open the center up for additional larger well-known shows.

Barry will be in court to discuss these needs and present a forecast for the Civic Center

Total amount available to be transferred from Salaries and FICA is \$10,846.00 which Barry believes will cover the cost of the majority of the equipment needed.

Agenda Item Routing Form

DESCRIPTION OF Item: Consider the transfer of funds from Staff Salaries and FICA to Misc. Equipment in the Hays County Civic Center Budget.

PREFERRED MEETING DATE REQUESTED: November 25, 2008

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$ 10,855 See "Comments"

COUNTY PURCHASING GUIDELINES FOLLOWED: ____ N/A ____

PAYMENT TERMS ACCEPTABLE: ____ N/A ____

COMMENTS: This will require a budget amendment to transfer funds from 01-413-5021 (\$9,278), and 01-413-5101 (\$1,577), to 01-413-5719 (\$10,855).

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Debbie,

Well, I was just a little wrong on the dollar amount that is needed for the equipment needed. I'm glad that we talked the other day and you told me to make sure that I had the correct prices.

Right now, I'm going to estimate that we are going to need about \$20,000.00 worth of equipment. I did not take into consideration certain items. At least we have half of the funds needed for it. Am I making the correct assumption that I can attempt to sell this to the court and receive permission to send out bid requests all in one court appearance? Or does this need to be two separate sessions.

I know from past experience with the court that I will need to supply a forecast and return on investment for this expenditure. Just to give you some idea of what we're looking at in the future, the income that we receive from these events will not come only from the rental of the facility. Once we get established we begin to require a % of the admission total, or "gate". This will vary somewhat from event to event, but if we were to have this in force for this coming event, we would make about \$2,500.00 gate money, plus the \$1,800.00 rental fee. \$4,300.00 for total income for 2 days with no set up labor costs at all. This amount would be much higher if we were in a position to take a share of the concessions and alcohol sales. An \$8,000.00 weekend would not be out of the realm of possibilities.

For this event, I need to seat 1500 people. That is also within the realm of possibilities. The arena would have to be moved in on the side opposite the bleachers. This is another reason that I widened the arena to begin with. I can then move our portable bleachers in positions directly across the arena from our existing ones. I would need to purchase some bleacher frames (only \$750 per set) and use the extra aluminum bleacher seats that are above the wing bathrooms. This would take care of some of the bleacher needs. For the rest of the bleachers that will be needed fore the end of the arena (on the dance floor side) we will need some elevated bleachers so the people can see over the roping boxes and other rodeo equipment that will be placed there. Mark Kennedy is working on having the use to he bleachers at the ballparks that the county and the city are cooperating on. If that does not work out, I will work something else out. Rent some maybe. Anyway, I absolutely will not say "no" to an event of this stature.

At this time I am in negotiations with 2 different barrel horse promoters and another rodeo promoter.

I do have some alterations to the facility that I need to discus with you, however, I'd like you to see them first hand along with someone from HR.

Contrary from the popular belief, this facility is far from dead.

Barry.

AGENDA ITEM:

Transfer funds allocated to the temporary part-time staff salary (413-5021 @ 413-5101) to Misc Equipment (413-5719) for the purchase of needed rodeo/roping equipment.

MEETING DATE REQUESTED:

November 18th, 2008

REQUESTED BY:

Barry Nelson

FUNDS REQUIRED:

Approximately \$10,000.00 (Exact figures are being reviewed by auditors and treasurer)

SUMMARY:

1. It has been the plan and current actions of the current Civic Center Director to market the facility to lower level state Wide rodeo promoters. And As the number of Bull Riding, Roping, and Rodeo business increased, acquire more professional level equipment. This equipment would then allow the hosting of the higher level professional events. That plan is about to change. HCCC will be the hosting facility of 2 high level rodeo events.

The first date of February 28th and March 1st the HCCC will host the TSPRA, Texas Senior Pro Rodeo Association event. The members of TSPRA are a group of extremely influential professionals that many of the younger professionals look up to for guidance, as any member of TSPRA has "Been there, Done that". Obviously a major step forward for this facility.

The second event will be a National Level Rodeo event on March 20th and 21st of 2009. This event will be produced and promoted by the Wild Card Rodeo Company owned by Mr. Tom Reeves, 2001 World Champion Saddle Bronc Rider, 2002 Olympic Silver Medalist, and 2008 inductee of the Pro Rodeo Hall of Fame. Mr. Reeves started his career in facilities like the HCCC, and in fact compete in many events held in this facility.

This event, to my understanding, will be the single largest rodeo event ever hosted by the HCCC.

Both event promoters, learning of the "rebirth" of the HCCC into the rodeo industry were more than enthusiastic in holding events right here in this facility. Both promoters are highly interested in promoting multiple events. If this facility performs, and it will, both promoters willing to host multiple events at this location.

However, with this higher level of events, HCCC is in need of higher level equipment. Roping Boxes, Chute Extensions, Rough Stock Panels, and Gates will be just some of the needed equipment needed.

The \$10,000.00 will be sufficient to purchase the bulk of the needed equipment.

2. , and owner of the Wild Card Rodeo Company, one of the nations leading rodeo promoters, inspected this facility the last week of October. Mr. Reeves, after learning that several seriously important improvements have taken place in the past months, arrived at the HCCC before flying out to Oklahoma to attend one of his promoted events. Mr. Reeves has expressed a desire to bring PRCA (Pro Rodeo Cowboy Association) and PBR (Professional Bull Riding) events to this facility starting as early as February 2009. WCR was ready to sign contracts for these events but is concerned that our facility lacked professional level equipment that is needed to host such events. The equipment needed would be chute extensions, chute barriers, roping boxes, and enough rough stock panels to increase the capacity of holding pens from the current 30 bull maximum to one of 60 bulls minimum. It has been understood that a 30 bull show has been the largest show that this facility has ever hosted. Once again, the acquisition of this equipment was planed to be executed in the future 2 years. The only thing that has changed is the timeframe and fortunately, the funds for this equipment are in the HCCC budget at this time.
3. It has become apparent to the Civic Center Director that the past labor situation caused by the lack the number and skill level of the CSR workers has improved dramatically over what this facility experienced during the last half of 2008. In fact, the situation has improved to the extent that the existence of the extra temporary/part time employee is no longer needed. With great respect, the HCCC Director requests that the related funds allocated for this unneeded employee be used in a way that is more beneficial to the ongoing improvements of the Civic Center. The Civic Center Director cites the following reasons for this action:
4. As of this date, no qualified person(s) has applied for this position. The HCCC Director has viewed many employment applications, conducted many interviews, and has received many telephone inquiries concerning this position; however, the majority of applicants were less than desirable. Several applicants did not realize that this was a temporary part-time position. The HCCC Director did hire one applicant that worked a total of 7 days before he quit with out notice. There have been no new applicants.

5. The number and skill level of CSR workers available to the HCCC has vastly increased since the request for the new position in question. CSR supervisors are finding that many of their clients, after their first day of service at HCCC, are requesting to finish out the remainder of their hours at this facility. This is a completely new exploitable work force than the one that the HCCC director regrettably complained about in the past. The cooperation between HCCC and the CSR office has turned out to be beneficial for both parties. CSR officials actively seek out workers that are suited for the job, and the HCCC staff treats them with respect, giving them jobs that are suitable for the different skill level that each CSR worker has. In turn, this facility HCCC gets the above mentioned number of repeat workers. The CSR office has supplied the HCCC with skilled labor such as plumbers and welders which has saved the HCCC the cost of using outside contractors. Little change is expected in the quantity and quality of CSR labor over the coming months. That, combined with the fact that nearly all of the major renovations and projects as were outlined in the HCCC Directors past evaluation have been completed. There are still some small projects left to take care of, however they do not require any extra labor than what the HCCC has at this time.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to Authorize the County Judge to execute a Consulting Services Agreement with Theresa Schwartz for consulting services associated with Pass Through Toll Agreement Improvements in Precinct 2 and/or the surrounding Interstate 35 corridor area.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: Funds already appropriated by the Court for FM 1626 and Pass-Through Roads. See vote: October, 2007.

REQUESTED BY: BARTON

SPONSORED BY: BARTON

Agenda Item Routing Form

DESCRIPTION OF Item: Authorize the County Judge to execute a Consulting Services Agreement with Theresa Schwartz for consulting services associated with Pass Through Toll Agreement improvements in Precinct 2 and/or the surrounding Interstate 35 corridor area.

PREFERRED MEETING DATE REQUESTED: November 25, 2008

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER _____

COUNTY PURCHASING GUIDELINES FOLLOWED: _____

PAYMENT TERMS ACCEPTABLE: _____

COMMENTS:

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____ MDK _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

SUMMARY: The Pass Through Toll Agreement ("PTTA") projects will be increasingly complicated as work commences across Hays County. This Agreement for Consulting Services is intended to enhance the coordination of PTTA Contractors and County representatives for PTTA projects in Precinct 2. Coordinating and streamlining the process will save the County significant sums of money that far surpass the costs associated with this Agreement. Ms. Schwartz has experience with the projects, an accounting background, and familiarity with the auditor and treasurer's offices (she formerly co-owned an accounting business, has worked in Pct. 2, and her husband, the late Jack Schwartz was county auditor and county treasurer).

Ms. Schwartz commenced work this summer, as a part-time county employee, and is credited by all parties involved with helping streamline the process. Keeping paperwork, invoices and contracts up-to-date and moving smoothly is one sure way to keep projects moving fast and contractors hungry to work for the county – and thus to save millions for taxpayers on the back-end. Ms. Schwartz can help do that for a flat fee of \$1,100 per month. Her part-time status with the county expired at the end of last fiscal year; she has continued to provide assistance on the projects as an independent contractor, without guarantee of pay, while legal and HR reviewed her options and a possible contract.

The Court has already set aside funds for this type administrative work in Pct. 2, late last year: not to exceed \$30,000 over the life of the project. No new funds are requested. The flat fee projects her annual compensation at not-to-exceed \$13,200. Ms. Schwartz will work primarily out of her home or in the field, but will use existing Pct. 2 office space for occasional meetings and coordination.

CONSULTING SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and **Theresa Schwartz** (hereinafter "Contractor"), whose primary place of business is located at 204 Maple Drive, Mountain City, Texas 78610, hereby enter into this Consulting Services Agreement (hereinafter "Agreement") effective this the ____ day of December, 2008 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. SCOPE

Under limited general direction Contractor shall assist in directing the design, planning and construction of Pass Through Toll Agreement roads in Hays County, Precinct 2, and in other precincts as directed. Contractor shall assist with the supervision of sub-contractors, processing of contracts, work authorizations, and invoices through the County system. In addition, contractor shall meet with road contractors to develop a timeline for the many and varied aspects of these projects, including but not limited to design, ROW, context sensitive design, environmental impact and public; and shall expedite payment and work order requests; and shall coordinate administrative oversight between the GEC (Prime Strategies), TXDOT, the County Auditor, and the Precinct 2 Commissioner (or other County representatives involved in road work in the Interstate 35 corridor area).

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of the Hays County Precinct 2 Commissioner or his designee; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms cited in Section 1, above, and any additional services to be attached as Exhibit "A", if, as, and when they are attached hereto and signed by the parties. If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION; TERMINATION

The parties agree that the Work shall be completed no later than the termination date of the last construction contract that addresses Pass Through Toll Agreement improvements in Precinct 2 (hereinafter the "Completion Date"). The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

Either Party may terminate this Agreement for any reason by provision of 30 days' written notice to the non-terminating party.

5. COMPENSATION

Contractor will be compensated for the Work on a flat, monthly fee basis. Despite any reference to Contractors rate schedule, which shall be used as a reference only in the event of a change in the Scope of Services (i.e. Amendment), the parties agree that the County shall pay Contractor a fee not to exceed \$1,100.00 per month for the Work under this Agreement.

6. PAYMENT

The County shall pay Contractor on or about the last day of each month that Contractor performs Work under this Agreement. In the event Contractor should work less than a full month at the beginning or the end of this Agreement, then payment for that month's Work shall be prorated by dividing the number of days Worked by the number of days in that month, and multiplying that product by the normal, flat, monthly fee of \$1,100.00.

7. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: Liz Sumter, Hays County Judge, 111 E. San Antonio, Suite 300, San Marcos, Texas 78666; Facsimile - (512)393-2282; Email - lizsumter@co.hays.tx.us; and Commissioner Jeff Barton, 111 N. Front Street, Kyle, Texas 78640; Facsimile - (512) 268-1250; Email - jeff.barton@co.hays.tx.us.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at: Theresa Schwartz, Attn: Theresa Schwartz, 204 Maple Drive, Mountain City, Texas 78610; Email-tschwartz6@verizon.net.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

8. INSURANCE

Intentionally Deleted

9. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

10. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

11. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 2, 3, 4, 5, 9, 11, 13, 14, 15, 16, 17, 19, and 20.

12. FORCE MAJEURE

Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this agreement, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to Acts of

God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy.

13. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

14. MULTIPLE COUNTERPARTS

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

15. SECTION HEADINGS, EXHIBITS

The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement 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.

16. WAIVER BY PARTY

Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement 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 Agreement.

17. GOVERNING LAW AND VENUE

THIS AGREEMENT 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 Agreement will be brought in Hays County, Texas.

18. ASSIGNMENT

Neither party to this Agreement may assign its duties, interests, rights, benefits and/or obligations under this

Agreement, in whole or in part, without the other party's prior written consent thereto.

19. BINDING EFFECT

Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

20. ENTIRE AGREEMENT; AMENDMENT

This Agreement (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 Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

Hays County Texas

Contractor

By: Judge Elizabeth Sumter

By: Theresa Schwartz

Hays County Judge

Sole Proprietor

EXHIBIT "A"

The Parties recognize that the initial Scope of Work is contained in Section 1 of the above Agreement. Any modifications to Work performed under this Agreement shall be incorporated into this Exhibit "A", signed and dated by the Parties.

EXHIBIT "B"

The hourly fee schedule for Contractor's consulting services that fall outside the Scope of the Work described in Exhibit "A" shall be \$25.00 per hour. Hourly rates in the future shall be escalated at the first of each calendar year based on the rate of inflation (CPI-Labor, Southwest Region), unless both parties (Contractor and Pct. 2 Commissioner) mutually agree in writing to a different formula.

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any,
are as follows:

A.N/A

B.N/A

C.N/A

D.N/A

E.N/A

F.N/A

G.N/A

H.N/A

I.N/A

J.N/A

K.N/A

L.N/A

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible action to authorize the Purchasing Department to advertise a Request for Qualification for the design of FM 110/San Marcos Loop

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

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: I know we are all ready to begin our road projects as quickly as possible. Mr. Weaver has prepared a request for qualifications for FM 110 and we believe it might be good to get this process started.

Although I believe we could have selected a firm without going out for qualifications, I believe this is the best and right way to proceed.

**RFQ FOR PASS-THROUGH FINANCING PROGRAM/IMPROVMENTS FOR FM 110 -
SAN MARCOS LOOP**

HAYS COUNTY

RFQ #2009-P04

GENERAL CONDITIONS

1. Hays County will be accepting sealed proposals for furnishing the services set forth in this Request for Qualifications.
2. Proposals received in the County Purchasing office after the submission deadline shall be returned unopened and will 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 Qualifications" 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. This proposal, when properly accepted by Hays County, shall constitute a contract equally binding between the successful proposer and Hays County.
11. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract.
12. 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.

**RFO FOR PASS-THROUGH FINANCING PROGRAM/IMPROVMENTS FOR FM 110 -
SAN MARCOS LOOP**

HAYS COUNTY

RFO #2009-P04

13. Any interpretations, corrections or changes to this RFQ 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.
 14. Proposals are due no later than 2:00 p.m., Thursday, December 18, 2008 in the Hays County Purchasing Office, to the attention of Cindy Maiorka, 111 E. San Antonio St., Suite 101, San Marcos, Texas 78666.
-

**RFO FOR PASS-THROUGH FINANCING PROGRAM/IMPROVMENTS FOR FM 110 -
SAN MARCOS LOOP**

HAYS COUNTY

RFO #2009-P04

Overview

Hays County, through TxDOT's Pass-Through Financing Program, proposes to retain design services for the construction of FM 110 from McCarty Road to SH 123 on a new location. All work will be performed on behalf of Hays County in accordance with TxDOT standards and procedures as specified in the final amended Pass-Through Financing Agreement.

The proposed work includes schematic development; determination of right of way requirements and preparation of right of way maps and field notes; identification of utilities to be relocated; preparation of plans, specifications, estimates (PSE); and preparation of construction bid documents.

Qualifications Desired

Demonstrated competence and qualifications will be a major consideration in the evaluation process. The factors that will be considered in evaluation of the Statement of Qualifications are:

- a. Comparable project experience.
- b. Qualifications and availability of proposed project manager and key personnel. Project Manager must have a minimum of five (5) years of experience managing the provision of such services and be affiliated with a prime firm.
- c. Demonstrated ability to meet schedules without compromising quality of services.

Certified Disadvantaged Business Enterprises (DBEs), including Woman Owned and Minority Owned Businesses, are encouraged to respond to all advertisements by Hays County.

Scope

To be considered, a provider (or sub-provider(s) proposed on a team) can utilize the TxDOT pre-certified work category(s) to demonstrate their competency and experience in performing similar work. If team pre-qualifications are submitted, the selected prime provider must perform a minimum of 40% of the actual contract work. To be considered, the proposed team must demonstrate that they have a professional engineer registered in Texas who will sign and seal the design work to be performed on the projects.

Any or all of the following TxDOT pre-certified work categories will be considered in evaluating firm qualifications: 1.51 feasibility studies; 3.1.1 route studies and schematic design- minor roadways; 3.2.1 route studies and schematic design-major roadways; 3.3.1 route studies and schematic design-complex highways; 4.2.1 major roadway design; 4.3.1 complex highway design; 5.1.1 minor bridge design; 5.2.1 major bridge design; 10.2.1 basic hydraulic design; 10.3.1 complex hydraulic design.

**RFO FOR PASS-THROUGH FINANCING PROGRAM/IMPROVMENTS FOR FM 110 -
SAN MARCOS LOOP**

HAYS COUNTY

RFO #2009-P04

Providers will be evaluated from statements of qualifications including staff capability / experience and similar project related experience of the proposed project manager(s) and key personnel.

Format for Proposal

The Statement of Qualifications is limited to twelve (12) 8 ½ x 11 pages, 12 pitch font size, single sided, including an organizational chart containing the names, addresses, telephone numbers, 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; overview of the firm's specific experience on comparable projects (limit to five (5) projects) for proposed project manager and key personnel proposed; and minimum of three (3) references from similar projects including any experience with Hays County in the last five (5) years. References should include:

- Name of agency/firm, contact person, phone number and email address
- Year the service was provided
- Type of project and scope of services provided

The Statement of Qualifications 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 twelve-page limit, but should be conservative in their inclusion. One (1) original (marked as such) and four (4) copies are required for submission.

Contact

Requests for additional information regarding this Request for Qualifications should be addressed to:

Purchasing Questions

Cindy Maiorka
Purchasing Manager
Hays County
111 E. San Antonio St., Suite 101
San Marcos, Texas 78666
512-393-2273 Phone
512-393-2276 Fax

Technical Questions

Michael J. Weaver
Prime Strategies, Inc.
1508 S. Lamar Blvd.
Austin, Texas 78704
512-445-7074 Phone
512-445-7064 Fax

**RFQ FOR PASS-THROUGH FINANCING PROGRAM/IMPROVMENTS FOR FM 110 -
SAN MARCOS LOOP**

HAYS COUNTY

RFQ #2009-P04

Hays County specifically requests that Respondents restrict all contact and questions regarding this RFQ to the above named individuals.

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. The Court may select a provider from the pool of respondents without naming a short-list of candidates or conducting interviews.

<u>Criteria</u>	<u>Points</u>
Comparable experience and availability of proposed Project Manager	35
Comparable experience and availability of proposed Key Personnel	25
Prime firm and sub-provider firm comparable experience	20
Team structure	10
References	10

Proposal Submitted

Proposals must be submitted in a sealed envelope clearly marked "Proposal for Pass-Through Financing Program FM 110 Design Services" 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., Thursday, December 18, 2008.**

Hays County is an Affirmative Action and Equal Opportunity Employer.

**RFO FOR PASS-THROUGH FINANCING PROGRAM/IMPROVMENTS FOR FM 110 -
SAN MARCOS LOOP**

HAYS COUNTY

RFO #2009-P04

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

1. It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.
2. It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:
 - A. The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.
 - B. A business or organization in which the employee, or any member of the employee's family immediate family, has a financial interest pertaining to the procurement.
 - C. **Gratuities:** It shall be breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to

**RFQ FOR PASS-THROUGH FINANCING PROGRAM/IMPROVMENTS FOR FM 110 -
SAN MARCOS LOOP**

HAYS COUNTY

RFQ #2009-P04

any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

- D. **Kickbacks:** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.
- E. **Contract Clause:** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.
- F. **Any effort to influence any employee, elected official, or department head to violate the standards of this code are grounds to void the contract. Please certify by your signature below that you understand the ethics policy of Hays County and in no way will attempt to violate the code.**

SIGNATURE: _____

PRINT NAME AND TITLE: _____

COMPANY NAME: _____

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 clarify and approve Salary Administration practices.

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

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED: 0

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Baen

SPONSORED BY: Sumter

SUMMARY:

1. Authorizes the Treasurer to pay salary as approved by HR and the Auditor up to the 25th percentile.
2. For employees receiving lump sum merit: Shall be payable to active employee, in two equal installments in October and April.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Presentation and discussion of Hays County Health Assessment by Jim Walker

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

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Executive Session pursuant to §551.071 of the Texas Government Code, regarding Cause No. D-1-GV-07-002293, Styled as Travis County, Texas and the State of Texas et al vs. Coldwater Development, Ltd., and Rodman Excavation, Inc. et al and pending litigation related thereto. Possible action to follow in open Court.

TYPE OF ITEM: EXECUTIVE SESSION

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: FORD

SPONSORED BY: FORD

SUMMARY:

Summary to be provided by Chief of District Attorney-Civil Division in Executive Session.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to §551.071 of the Texas Government Code, regarding THK, L.L.C vs. Hays County and pending litigation related thereto.

TYPE OF ITEM: EXECUTIVE SESSION

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: SUMTER

SPONSORED BY: SUMTER

SUMMARY:

Summary to be provided by Chief of District Attorney-Civil Division in Executive Session.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

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

AGENDA ITEM: Executive Session pursuant to §551.071 of the Texas Government Code, regarding Krueger vs. Hays County and pending litigation related thereto.

TYPE OF ITEM: EXECUTIVE SESSION

PREFERRED MEETING DATE REQUESTED: November 25, 2008

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: SUMTER

SPONSORED BY: SUMTER

SUMMARY:

Summary to be provided by Chief of District Attorney-Civil Division in Executive Session.