

Commissioners Court - December 16, 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 **16<sup>TH</sup> day of December, 2008**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**INVOCATION:**

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

**PRESENTATIONS & PROCLAMATIONS**

1	1	Presentation of retirement and service award plaques. <b>SUMTER/BAEN</b>
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**PUBLIC COMMENTS**

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

**CONSENT ITEMS**

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

2	2	Approve payments of county invoices. <b>HERZOG</b>
3	3-8	Approve Commissioner Court Minutes of December 9, 2008. <b>SUMTER/FRITSCH</b>
4	9-10	Approve award of Bid #2009-B03R "Tractors w/Side Mount Mowers for the Road Department" to Dietz Tractor for a total cost of \$78,998.00 for two units. <b>SUMTER/HERZOG/MAIORKA/BORCHERDING</b>

**ACTION ITEMS**

**ROADS**

5	11-15	Discussion and Possible Action to extend maintenance fiscal surety until January 8, 2011 for the street and drainage improvements in the Mount Olive Ranch subdivision. <b>CONLEY/BORCHERDING</b>
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**SUBDIVISIONS**

6	16-18	08-2-61 Los Altos Hills Subdivision (203 Lots). Consider approval of Preliminary Plan. <b>BARTON/GARZA</b>
7	19-21	08-2-65 El Regalo De La Paz Lot 1. Discussion and possible action to consider waiver of public hearing and approval of a partial vacation and replat of lot 1. Consider approval of Preliminary Plan. <b>FORD/GARZA</b>

**MISCELLANEOUS**

8	22-33	Discussion and possible action to authorize the County Judge to accept a grant award from the Texas Parks and Wildlife Department for a U.S. Fish & Wildlife Service, Cooperative Endangered Species Conservation Fund (Section 6 Traditional) grant in the amount of \$54,063 for a karst invertebrate study. <b>FORD/HAUFF</b>
9	34-36	Discussion and possible action to approve Resolution authorizing the County Judge to submit a grant application to the Texas Water Development Board for up to \$300,000 under the Flood Protection Planning Program and to sign all documents associated with this application. <b>SUMTER/HAUFF</b>
10	37-41	Discussion and possible action to authorize the County Judge to enter into an Interlocal Agreement with the City of Niederwald for the ongoing maintenance, repair and/or upgrade

		of roadways within the incorporated limits of the City of Niederwald. <b>BARTON</b>
11	42-43	Discussion and possible action regarding economic negotiations related to the possible location of a distribution center for U.S. Foods Service in the unincorporated area of the County, east of Buda. The Court may meet in executive session under section 551.087 of the Texas Government Code before or after a public presentation and discussion. <b>BARTON</b>
12	44	Discussion and possible action to issue a Request For Qualifications to "pre-certify" engineering and professional services for the County's road bond projects and other roads as determined by the Commissioners Court. <b>BARTON</b>
13	45-46	Discussion and possible action to approve the payment 674.75 hours of compensation time accumulated by Deputy Mark Hanna in the Hays County Constable Pct. 2 office. <b>BARTON</b>
14	47	Discussion and possible action to accept a donation of \$3000.00 for purchase of a computer with editing software and scanner for the Hays County Historical Commission. <b>SUMTER/JOHNSON</b>
15	48	Discussion and possible action to authorize the County Judge to execute the receipt of bids pertaining to the sale of obligations designated as "Hays County, Texas Limited Tax Bonds, Series 2008". <b>SUMTER</b>
16	49-85	Discussion and possible Action to authorize the County Judge to execute an order by the Commissioners Court of Hays County, Texas authorizing the issuance of "Hays County, Texas Limited Tax Bonds, Series 2008". <b>SUMTER</b>
17	86-102	Discussion and possible action to consider the approval of the Texas Tuition Promise Fund as a payroll deduction. <b>INGALSBE/TUTTLE</b>
18	103	Discussion and possible action to hire a Construction Coordinator above the 25 <sup>th</sup> percentile. <b>SUMTER/BORCHERDING</b>
19	104-112	Discussion and possible action to authorize the Purchasing Department to advertise a Request for Proposal for the design of FM 110/San Marcos Loop. <b>INGALSBE</b>
20	113	Discussion and possible action to consider and approve the Scope of Work and Fees estimate by LAN for the Dacy Lane Improvements and to authorize Commissioner Ingalsbe and Special Counsel to negotiate a contract for same. <b>INGALSBE/BARTON</b>
21	114-134	Discussion and possible action to consider and approve an alignment for Dacy Lane approved by the City of Kyle; and authorize Commissioner Ingalsbe and Special Counsel to negotiate an Interlocal Agreement with the City of Kyle for the construction of Dacy Lane. <b>INGALSBE</b>

#### Workshop

22	135-136	<b>1PM</b> Discussion of policies for administering the road bond package. Possible action may follow. <b>SUMTER</b>
23	137	<b>3PM</b> Presentation by Halff Associates, Inc. regarding development of a countywide drainage basin master plan and discussion of flooding or drainage issues in local areas. <b>SUMTER/HAUFF</b>

#### EXECUTIVE SESSIONS

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

24	138	Executive Session pursuant to Section 551.074, Texas Government Code, to interview, evaluate and deliberate the appointment and salary for the position of Communications Specialist. Possible action may follow in Open Court. <b>SUMTER</b>
25	139	Executive Session pursuant to Section 551.087 of the Texas Government Code to discuss economic development negotiation regarding Project Munch. <b>INGALSBE</b>

#### ADJOURNMENT



**Posted by 5:00 o'clock P.M. on the 12<sup>TH</sup> day of December, 2008.**

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

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**CLERK OF THE COURT**

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



## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

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 of retirement and service award plaques**

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

**PREFERRED MEETING DATE REQUESTED: December 16, 2008**

**AMOUNT REQUIRED: None**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Baen**

**SPONSORED BY: Sumter**

#### **SUMMARY:**

Presentation of retirement and service award plaques is in accordance with paragraph 5.07 (EMPLOYEE RECOGNITION) of the Hays County Employee Personnel Policy Manual.

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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: 12/16/08**

**AMOUNT REQUIRED: None**

**LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.**

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog** *BH*

**SUMMARY:**

## *Agenda Item Request Form*

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

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

**AGENDA ITEM: APPROVE COMMISSIONERS COURT MINUTES OF DECEMBER 9, 2008**

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

**PREFERRED MEETING DATE REQUESTED: DECEMBER 16,2008**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: FRITSCHÉ**

**SPONSORED BY: SUMTER**

**SUMMARY:**



STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 9<sup>TH</sup> DAY OF DECEMBER A.D., 2008, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
JEFFERSON W. BARTON	COMMISSIONER, PCT. 2
WILL CONLEY	COMMISSIONER, PCT. 3
KAREN FORD	COMMISSIONER, PCT. 4
LINDA C. FRITSCH	COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Commissioner Ford spoke of loss of Sheriff Allen Bridges and she led the court in a moment of silence and recognition of Sheriff Bridges. Commissioner Ingalsbe led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

Clerk's Note: Agenda Item #1 RE: MAINTENANCE DEPARTMENT PRESENTATION TO THE COURT BY RON KNOTT was PULLED

**25755 APPROVE PAYMENTS OF COUNTY INVOICES**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve payment of county invoices in the amount of \$650,984.12 for week ending December 2, 2008 and in the amount of \$345,070.00 for week ending December 9, 2008 as recommended by the County Auditor. All voting "Aye". MOTION PASSED

**25756 APPROVE COMMISSIONER COURT MINUTES OF NOVEMBER 25, 2008**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve Commissioner Court Minutes of November 25, 2008 as presented by the County Clerk. All voting "Aye". MOTION PASSED

**25757 APPROVE AWARD OF BID #2009-B04 "METAL PIPE" TO WILSON CULVERTS AND CONTECH CONSTRUCTION PRODUCTS**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve award of bid #2009-B04 "Metal Pipe" to Wilson Culverts and Contech Construction Products. All voting "Aye". MOTION PASSED

**25758 AUTHORIZE COMMERCIAL OSSF PERMIT FOR ALBERT WOLF III FOR A WELDING SUPPLY SHOP LOCATED AT 127 TRADEMARK DRIVE, BUDA, IN PRECINCT 2**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to authorize commercial OSSF Permit for Albert Wolf III for a welding supply shop located at 127 Trademark Drive, Buda, in Precinct 2. All voting "Aye". MOTION PASSED

**25759 REJECT THE BIDS FOR BID #2009-B05 "LIGHT-BARS FOR THE SHERIFF'S DEPT. POLICE VEHICLES" AND AUTHORIZE PURCHASING TO RE-BID DUE TO THE FACT THAT THE WRONG ITEM WAS BID**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to reject the bids for Bid #2009-B05 "Light-Bars for the Sheriff's Dept. Police Vehicles" and authorize purchasing to re-bid the fact that the wrong item was bid. All voting "Aye". MOTION PASSED

**25760 APPROVE SPECIFICATIONS FOR BID #2009-B07 "ANNUAL CONTRACT FOR CARPET AND FLOOR CARE" AND AUTHORIZE PURCHASING TO SOLICIT FOR BID AND ADVERTISE**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve specifications for Bid #2009-B07 "Annual Contract for carpet and floor care" and authorize purchasing to solicit for bid and advertise. All voting "Aye". MOTION PASSED





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**25761 APPROVE EXPENDITURES FOR VEHICLE COMPUTER STAND & REPLACEMENT CAMERA FOR FIRE MARSHAL TOTALING \$1,743.00 FROM CURRENTLY BUDGETED FUNDS**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve expenditures for vehicle computer stand & replacement camera for Fire marshal totaling \$1,743.00 from currently budgeted funds. All voting "Aye". MOTION PASSED

**25762 APPROVE UTILITY PERMITS**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to approve utility permits #01999 issued to PEC on Manchaca Springs Road, #02000 issued to Goforth Venture on CR 157/Goforth Road, #01998 issued to LCRA on Sentinel Hill; as presented by the Hays County Road Department. All voting "Aye". MOTION PASSED

**25763 RE-APPOINT KATE JOHNSON AS CHAIRPERSON OF THE HAYS COUNTY HISTORICAL COMMISSION**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to re-appoint Kate Johnson as Chairperson of the Hays County Historical Commission. All voting "Aye". MOTION PASSED

**UPDATE ON PARK BOND SALE SET FOR DECEMBER 16, 2008 BY DAN WEGMILLER. POSSIBLE ACTION MAY FOLLOW PRESENTATION [T1-102]**

Financial Advisor Dan Wegmiller gave an update on Park Bond sale set for December 16, 2008. Sale is in the amount of \$9,985,000.

**25764 CALL FOR A PUBLIC HEARING ON DECEMBER 23, 2008 TO ESTABLISH TRAFFIC REGULATIONS ON RICH LANE [T1-188]**

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to call for a public hearing on December 23, 2008 to establish traffic regulations on Rich Lane. All voting "Aye". MOTION PASSED

**25765 CALL FOR A PUBLIC HEARING ON DECEMBER 23, 2008 TO ESTABLISH TRAFFIC REGULATIONS (STOP SIGN) ON THE NEW PARK ROAD AT THE FIVE MILE DAM SOCCER COMPLEX [T1-195]**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to call for a public hearing on December 23, 2008 to establish traffic regulations (Stop Sign) on the new park road at the Five Mile Dam Soccer Complex. All voting "Aye". MOTION PASSED

**PUBLIC HEARING REGARDING ESTABLISHING TRAFFIC REGULATIONS ON FISCHER STORE RD, CR 181 [T1-202]**

Judge Sumter declared the public hearing open. David Jones made public comment in opposition to increasing the speed limit. Commissioner Conley and RPTP Director Jerry Borcharding spoke of road improvements. Judge Sumter closed the public hearing. Commissioner Conley postponed action at this time

**25766 ESTABLISH TRAFFIC REGULATIONS IN MOUNT OLIVE RANCH SUBDIVISION**

[T1-425] Judge Sumter declared the public hearing open. No public input was received and the public hearing was closed. Resource Protection and Transportation Planning Director Jerry Borcharding gave staff recommendation 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. A motion was made by Commissioner Conley, seconded by Commissioner Ford 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. All voting "Aye". MOTION PASSED



**25767 ESTABLISH TRAFFIC REGULATIONS IN RIM ROCK SUBDIVISION PHASE 1, SECTION 4. POSSIBLE ACTION MAY FOLLOW [T1-436]**

Judge Sumter declared the public hearing open. No public input was received and the public hearing was closed. Resource Protection and Transportation Planning Director Jerry Borcharding gave staff recommendation to establish a stop sign on Rutherford Drive at Hawthorne Loop, a stop sign on Pine Post cove at Hawthorne Loop, set a speed limit of 25 MPH on Black Stone Cove, Shallow Water Cove and Pine Post Cove, and set a speed limit of 35 MPH on Rutherford Drive and the remaining section of Hawthorne Loop. A motion was made by Commissioner Ford, seconded by Judge Sumter to establish a STOP sign on Rutherford Drive at Hawthorne Loop, on Black Stone Cove at Hawthorne Loop, and on Pine Post cove at Hawthorne Loop; set a speed limit of 25 MPH on Black Stone Cove, Shallow Water Cove and Pine Post Cove, and set a speed limit of 35 MPH on Rutherford Drive and the remaining section of Hawthorne Loop. All voting "Aye". MOTION PASSED

**25768 CALL FOR A PUBLIC HEARING ON JANUARY 13, 2009 TO DISCUSS POSSIBLE CANCELLATION OF A PORTION OF WOODCREEK SECTION 25 [T1-452]**

A motion was made by Commissioner Conley, seconded by Commissioner Ford to call for a public hearing on January 13, 2009 to discuss possible cancellation of a portion of Woodcreek Section 25. All voting "Aye". MOTION PASSED

**ACCEPT THE RESIGNATION OF BRYAN DAVIS, HAYS COUNTY AGRICULTURAL AND NATURAL RESOURCE AGENT [T1-480]**

Members of the court gave their appreciation to Bryan Davis for the service he has provided to Hays County. No action was necessary.

**DISCUSSION OF INTERNAL AND EXTERNAL PROCEDURES AND POLICIES FOR ADMINISTERING THE ROAD BOND PACKAGE [T1-536]**

Mike Weaver (Prime Strategies Inc.) spoke of process, procedures and policies for the Hays County Road Bond Program: #1- Master Project/Program Budget, #2 - Overall Program Schedule, and #3 - Process & Procedures. His presentation included a handout that included the following: professional service agreement (PSA), road bond budget, oracle, cash flow example, account/tracking tables, construction monthly report, project bi-weekly report, construction change order/invoice example, and utility agreement templates. Commissioner Barton spoke of moving forward with all road projects at the same time, fast track software, utilizing project managers, and policies that are needed. Commissioner Conley spoke of consolidating some tasks. Commissioner Ingalsbe spoke of importance of consistency. Commissioner Ford spoke in support of moving forward with all the projects at the same time.

**25769 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT FOR FUNDING OF THE BLUE HOLE PARK PROJECT IN WIMBERLEY, TEXAS**

[T1-1497] Special Counsel Mark Kennedy addressed questions asked by Commissioner Ford. A motion was made by Commissioner Conley, seconded by Commissioner Ford to authorize the County Judge to execute an Interlocal Agreement for funding of the Blue Hole Park project in Wimberley, Texas. All voting "Aye". MOTION PASSED

**25770 AUTHORIZE THE COUNTY JUDGE TO SUBMIT AN EMPG GRANT APPLICATION TO THE OFFICE OF THE GOVERNOR, DIVISION OF EMERGENCY MANAGEMENT FOR UP TO \$22,000 [T1-1609]**

Grants Administrator Jeff Hauff explained the grant. A motion was made by Judge Sumter, seconded by Commissioner Ford to authorize the County Judge to submit an EMPG Grant application to the office of the Governor, Division of Emergency Management for up to \$22,000. All voting "Aye". MOTION PASSED

**25771 APPROVE PURCHASE OF RADAR EQUIPMENT AND VIDEO FOR NEW CONSTABLE VEHICLES IN PCT. 4 [T1-1640]**

A motion was made by Commissioner Ford, seconded by Judge Sumter to approve purchase of radar equipment and video for new Constable vehicles in Pct. 4. All voting "Aye". MOTION PASSED



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**25772 APPROVE TRANSFER OF VEHICLE FROM THE CONSTABLE'S OFFICE, PCT. 4 BACK TO THE SHERIFF'S OFFICE [T1-1666]**

Commissioner Conley requested postponement of this action until new Constable takes office in January 2009. [T1-1959] Constable Debbie Brown advised that they have four cars (2 current vehicles plus 2 new vehicles) and this car is not needed. A motion was made by Commissioner Ford, seconded by Judge Sumter to approve transfer of vehicle from the Constable's Office Pct. 4 back to the Sheriff's Office. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley voting "No". MOTION PASSED

**25773 AMEND CONTRACT WITH LAND DESIGN PARTNERS, INC. FOR THE DESIGN OF THE WINTERS MILL PARKWAY TRAIL PROJECT TO INCLUDE ADDITIONAL SERVICES FOR SURVEY WORK IN AN AMOUNT NOT TO EXCEED \$19,690 [T1-1743]**

Grants Administrator Jeff Hauff explained the need to amend the contract with Land Design Partners Inc. A motion was made by Commissioner Conley, seconded by Commissioner Ford to amend contract with Land Design partners Inc. for the design of the Winters Mill Parkway Trail Project to include additional services for survey work in an amount not to exceed \$19,690. All voting "Aye". MOTION PASSED

**25774 AUTHORIZE THE COUNTY JUDGE TO ACCEPT A GRANT AWARD FROM THE GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT, HOMELAND SECURITY GRANT PROGRAM FOR \$8,759.95 FOR SUPPORT OF THE COMMUNITY EMERGENCY RESPONSE TEAM (CERT) [T1-1786]**

Emergency Management Coordinator Jeff Turner requested authorization for this grant. A motion was made by Judge Sumter, seconded by Commissioner Barton to authorize the County Judge to accept a grant award from the Governor's Division of Emergency Management, Homeland Security Grant program for \$8,759.95 for support of the Community Emergency Response Team (CERT). All voting "Aye". MOTION PASSED

**25775 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN INTERLOCAL AGREEMENT FOR FUNDING OF MULTIPLE PARKS PROJECTS IN SAN MARCOS, TEXAS [T1-1808]**

Special Counsel Mark Kennedy spoke. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to authorize the County Judge to execute an Interlocal Agreement for funding of multiple parks projects in San Marcos, Texas, contingent on edits by Special Counsel and approval by Precinct 1 Commissioner. All voting "Aye". MOTION PASSED

**25776 PROHIBIT THE SALE AND USE OF SKYROCKETS WITH STICKS AND MISSILES WITH FINS WITHIN THE UNINCORPORATED AREAS OF HAYS COUNTY [T1-2028]**

Hays County Fire Marshal Mark Chambers spoke of need to prohibit the sale and use of skyrockets with sticks and missiles with fins. He gave the current drought index and future outlook indicating an extreme fire danger. A motion was made by Judge Sumter, seconded by Commissioner Conley to prohibit the sale and use of skyrockets with sticks and missiles with fins within the unincorporated areas of Hays County due to current drought conditions. All voting "Aye". MOTION PASSED

**25777 ACTION TO APPOINT A WORK GROUP TO RESEARCH AND DEVELOP A WATER CONSERVATION INCENTIVES PROGRAM TO BENEFIT COUNTY RESIDENTS [T1-2243]**

Grants Administrator Jeff Hauff spoke of staff that has been looking at various incentives. Special Counsel Mark Kennedy spoke of problem with payment of rebates. Recommended group: Margaret Buentello (Grants Dept), Grants Administrator Jeff Hauff, Special Counsel Mark Kennedy and his designee, Betty Landbright, Hays Trinity Groundwater Conservation District representative, Michele Tuttle, new Hays County Public Information Officer, Commissioner Ford, Hays County Master Naturalist Program representative, David Patterson, Barton Springs Edwards Aquifer District representative, and a water provider representative. A motion was made by Commissioner Ford, seconded by Judge Sumter to authorize Jeff Hauff and Commissioner Ford to put together a work group to research and develop a water conservation incentives program to benefit County Residents. All voting "Aye". MOTION PASSED



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DECEMBER 9, 2008

**25778 APPROVE AND PROVIDE GUIDANCE TO THE HEALTH DEPARTMENT ON NURSING STAFF POSITIONS [T1-2646]**

Director of Nursing Priscilla Hargraves spoke of losing her OBGYN Nurse by resignation. She has had no other applicants for the position of Women's Health Nurse Practitioner. Average salary range in San Marcos is \$60,000 - \$80,000. She is requesting a posted salary of \$72,000 for this position in order to get an experienced Nurse. Shari Miller spoke of research done by Human Resources which agrees with the requested salary. Priscilla Hargraves spoke of possibly using a volunteer without liability insurance. The Health Dept. currently has 105 maternity clients (95% are high risk pregnancy) and 60 family planning clients. Commissioner Conley spoke of need to evaluate these positions and better educate the community and look for partnerships. Human Resources Director Dee Dee Baen spoke of this being a very specialized occupation. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to approve advertising the position of Nurse Practitioner up to the 55<sup>th</sup> percentile to be paid out of salary savings. All voting "Aye". MOTION PASSED. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to allow chosen candidate to parallel with current Nurse Practitioner for 4 weeks versus 2 weeks. All voting "Aye". MOTION PASSED.

**25779 ADVERTISE FOR REQUESTS FOR PROPOSAL FOR A PROGRAM MANAGER FOR COUNTY ROAD PROJECTS AND TO CONSIDER OTHER PROFESSIONAL SERVICES RELATED TO THE COUNTY'S ROAD BOND PACKAGE [T1-3767]**

Commissioner Barton spoke of changes made to the proposed RFP for Program Manager. RPTP Director Jerry Borchering requested change in wording on Item #15. [T1-3955] A motion was made by Commissioner Barton, seconded by Commissioner Conley to authorize Purchasing to advertise for Requests for Proposal for a Program Manager for County Road Projects and to consider other professional services related to the County's Road Bond Package and to furthermore work out language with RPTP Director Jerry Borchering on RFP item #15. All voting "Aye". MOTION PASSED

**Clerk's Note: Agenda Item#32 RE: PRESENTATION BY SALLY BRANNON WITH EARTHKEEPER EROSION & SEDIMENT CONTROL WITH DISCUSSION AND POSSIBLE ACTION TO FOLLOW IN COURT was PULLED.**

**EXECUTIVE SESSION PURSUANT TO 551.071 OF THE TEXAS GOVERNMENT CODE, REGARDING THE APPLICATION FOR AN AMENDED PERMIT BY WCID #1 WITH THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND PENDING LITIGATION RELATED THERETO**

Court convened into closed executive session at 1:35 p.m. and reconvened into open meeting at 2:35 p.m. No discussion and no action taken.

**PRESENTATION OF FINAL RHCP BY CONSULTANTS REGARDING THE REGIONAL HABITAT CONSERVATION PLAN [T2-60]**

Commissioner Ford thanked everyone for appearing today regarding the regional habitat conservation plan. A presentation was given of the final Regional Habitat Conservation Plan. Major Concepts of the draft plan: Purpose and Need, Basic Elements of the Draft, Participation Process, and Funding Plan.

**25780 ACTION TO FORM A LEGISLATIVE COMMITTEE [T2-1214]**

Judge Sumter suggested the following people for a Legislative Committee: Cecilia Adare, Linda Fritsche, Joyce Cowan, Luanne Caraway, Jeff Hauff, Priscilla Hargraves, Mark Kennedy, Commissioner Ford, and Commissioner Conley. A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to form a Legislative Committee of Cecilia Adare, Linda Fritsche, Joyce Cowan, Luanne Caraway, Jeff Hauff, Priscilla Hargraves, Mark Kennedy with Co-Chairs being Commissioner Ford and Commissioner Conley. All 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 DECEMBER 9, 2008.**

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



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

**AGENDA ITEM: Approve award of Bid #2009-B03R "Tractors w/Side Mount Mowers for the Road Department" to Dietz Tractor for a total cost of \$78,998.00 for two units.**

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

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

**PREFERRED MEETING DATE REQUESTED:** December 16, 2008

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Herzog/Maiorka/Borcherding

**SPONSORED BY:**

**SUMMARY:** Purchasing received two bids with Dietz Tractor providing the lowest bid for two Tractors w/side mount mowers. See attached tabulation.



**OFFICE OF THE COUNTY AUDITOR**

Hays County Purchasing  
111 E. San Antonio Street, Suite 101  
San Marcos, Texas 78666  
512-393-2273  
Fax: 512-393-2276  
[www.co.hays.tx.us](http://www.co.hays.tx.us)

**Bill Herzog, CPA**  
*County Auditor*  
[bherzog@co.hays.tx.us](mailto:bherzog@co.hays.tx.us)

**Cindy Maiorka, CPPB**  
*Purchasing Manager*  
[cindym@co.hays.tx.us](mailto:cindym@co.hays.tx.us)

**BID TABULATION FOR BID #2009-B03R**

**TRACTORS W/SIDE MOUNT MOWERS**

**Dietz Tractor Company**                      **\$78,998.00 (\$39,499 ea) for two Massey Ferguson 597**  
**w/Chambers American RSM60 mowers**

**Mustang Equipment**                      **\$96,877.40 (\$48,438.70 ea) for two John Deere 5095**  
**w/Alamo Versa mowers**

## *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 extend maintenance fiscal surety until January 8, 2011 for the street and drainage improvements in the Mount Olive Ranch subdivision**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: December 16, 2008**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: CONLEY/BORCHERDING**

**SPONSORED BY: CONLEY/BORCHERDING**

**SUMMARY: The construction of road and drainage improvements was accepted by the court August 26, 2008. At that time the incorrect maintenance bond was used. This action will release the old bond which expires November of 2010 and accept an updated bond that does not expire until January 8, 2011. The correct bond is attached.**

CORRECTED DUPLICATE ORIGINAL  
ORIGINAL BOND ISSUED ON 12/26/2007

BOND NO. 1000777924 PREMIUM: \$6,926.14

PRINCIPAL: JUNIPER HILL I, LP  
SURETY: American Contractors Indemnity Company  
BENEFICIARY: Hays County Judge  
Hays County, Texas  
SUBDIVISION: Mt Olive Ranch  
SUM: \$346,157.00  
DATE: November 24, 2008

EXPIRATION DATE: January 8, 2009 construction  
January 8, 2011 maintenance

The PRINCIPAL and SURETY, a Corporation authorized to write bonds in the State of Texas, are jointly and severally held and bound unto the BENEFICIARY in the above-stated sum in U.S. currency, an amount fixed by the BENEFICIARY pursuant to Chapter 232 of the Texas Local Government Code.

This Bond is conditioned on the performance of the duties of the PRINCIPAL prior to the Expiration Date to provide for the construction and completion of the street and drainage improvements in the SUBDIVISION, as further described below, to current Hays County Subdivision and Development Regulations (the "Standards") so that the Improvements are performing to the Standards upon the approval of the construction of the Improvements and the acceptance of the public improvements by the Commissioners Court and the end of the two-year public improvement construction performance period, which commences upon the acceptance.

Partial reductions are not allowed. Upon the acceptance of the Improvements, the Bond will be reduced to ten percent of the cost of the public Improvements. If this Bond is unenforceable as a statutory Bond, the PRINCIPAL and SURETY shall be bound by this contract as a common law obligation.

In lieu of drawing on this BOND, BENEFICIARY, in its sole discretion, may accept a Substitute Bond in the then current amount of the estimated cost of constructing the Improvements in the SUBDIVISION.

DESCRIPTION: Road and drainage improvements for approximately 3600 lineal feet of a Country Lane Road, per Hays County road specifications, and per Hays County approved engineering plans from Matkin Hoover Engineering.



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

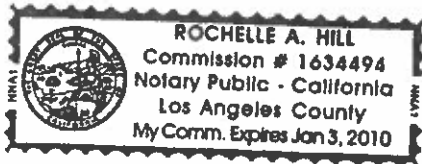
On November 24, 2008 before me, ROCHELLE A. HILL, A NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared ARKADIY M. LAKSHANOV  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~are~~ subscribed to the within instrument and acknowledged to me that he~~she~~~~they~~ executed the same in his~~her~~~~their~~ authorized capacity~~(ies)~~, and that by his~~her~~~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature

Rochelle A. Hill  
Signature of Notary Public

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: 1000777924

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

PRINCIPAL

BY: R

Russell Hinds  
Partner  
Juniper Hill I, LP  
12400 State Hwy 71 W  
Ste 350-245  
Austin, TX 78738

SURETY

BY: [Signature]

American Contractors Indemnity Company  
Arkadiy M. Lakshtanov  
9841 Airport Boulevard  
9<sup>th</sup> Floor  
Los Angeles, CA 90045

- A certified copy of the Bylaws of the Surety or a Power of Attorney evidencing the authority of the representative to sign this Bond obligation must be provided to the County.

{Notary Public information and seal/signature}

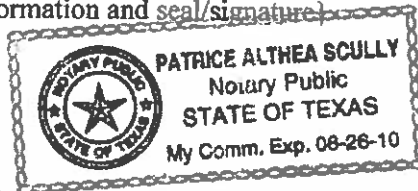
State of Texas  
County of Travis

Subscribed before me

by Russell Hinds

this 5 day of Dec 2008

[Signature]  
Notary Public, State of Texas



## POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

**Frank Mester, Ariel T. Heredia, Tah Carazza, Michael Chalekson or Arkadiy M. Lakshtanov**  
of Los Angeles, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed \*\*\*\*\*Three Million\*\*\*\*\* Dollars (\$ \*\*3,000,000.00\*\* ).

This Power of Attorney shall expire without further action on March 18, 2011. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15<sup>th</sup> day of July, 2008.

AMERICAN CONTRACTORS INDEMNITY COMPANY UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: [Signature]  
Daniel P. Aguilar, Vice President

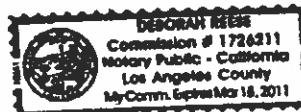
State of California

County of Los Angeles SS:

On this 15<sup>th</sup> day of July, 2008, before me, Deborah Reese, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature [Signature] (Seal)



I, Jeannie J. Kim, Assistant Secretary of American Contractors Indemnity Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 24<sup>th</sup> day of November, 2008.

Corporate Seals

Bond No. 1000777924  
Agency No. 9012



[Signature]  
Jeannie J. Kim, Assistant Secretary

## ***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:**

**08-2-61 Los Altos Hills Subdivision (203 Lots). Consider approval of Preliminary Plan.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: December 9, 2008**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Barton**

**SUMMARY:**

**Lost altos Hills is a proposed subdivision in precinct 2 off of Goforth Rd. The proposed acreage of the development is 56 acres with total lot acreage of 44 acres. The total number of lots is 203 with an average lot size of .15 acres. Future final platting of this division will be completed in phases. Water service will be provided by Goforth Water Supply and wastewater service for the entire division will be provided by Aqua Texas. No portion lies within the boundaries of any ETJ.**

PRODUCT No. 1054-04-008-13

SWIFT No. 1



## ***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:**

**08-2-65 El Regalo De La Paz Lot 1. Discussion and possible action to consider waiver of public hearing and approval of a partial vacation and replat of lot 1. Consider approval of Preliminary Plan.**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: December 16, 2008**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Garza**

**SPONSORED BY: Ford**

#### **SUMMARY:**

**El Regalo De La Paz is a 1 lot subdivision consisting of 3.00 acres, north of Barton Creek on Bell Springs Road in PCT 4. The proposed replat will vacate .5 acres from that lot back into the parent tract of 22.838 acres. The original subdivision remains undeveloped, but will be served by individual wells and OSSF's at the time of development. Normally the Texas Local Government Code 232.008 requires a public hearing for cancellation/vacation of a subdivision to allow for other owners within that section to provide input. There is only 1 owner for this subdivision and the vacated portion will be added to surrounding acreage, which she also owns.**

E.T.I. NOTE  
No portion of this subdivision lies within the boundaries of any municipality's corporate city limits or extra territorial jurisdiction.

EDWARDS AQUIFER NOTE  
No portion of this subdivision lies within the Edwards Aquifer Recharge Zone. This subdivision does lie within the boundaries of the Contributing Zone of the Barton Springs Segment of the Edwards Aquifer.

PLAT INFORMATION  
Total Area: 2.50 Acres  
Number of Lots Over 10 Acres: 0  
Total Number of Lots: 1  
Number of Lots 5-10 Acres: 0  
Number of Residential Lots: 1  
Number of Lots 2-5 Acres: 1  
Number of Commercial Lots: 0  
Number of Lots 1-2 Acres: 0  
Average Size of Lots: 2.50 Acres  
Number of Lots Less than 1 Acre: 0

UTILITY INFORMATION  
Water: Individual water wells  
Sewer: Individual on-site sewage facilities  
Electricity: Pedernales Electric Cooperative, Inc.  
Telephone: Verizon

SCHOOL DISTRICT  
This subdivision lies within the Dripping Springs Independent School District.

FLOOD PLAIN NOTE  
This tract is not within an identified Special Flood Hazard Area inundated by 100-Year Flood as identified by the Federal Emergency Management Agency, Flood Insurance Rate Map for Hays County, Texas, and Incorporated Areas, Map Number 48209C0085F, dated September 2, 2005.

DRIVEWAY PERMIT NOTE  
In order to promote safe use of roadways and preserve the conditions of adjacent roadways, no driveway constructed on any lot within this subdivision shall be permitted to be constructed or altered without a driveway permit issued by the Hays County Department of Public Works and Engineering. The Road Department of Hays County and (b) the driveway satisfies the minimum spacing requirement for driveways set forth in Section 7.4 and 7.5 of the Hays County Subdivision Regulations.

MINIMUM DRIVEWAY CULVERT SIZE  
When required, lots shall have a minimum driveway culvert size of 18".

PUBLIC UTILITY EASEMENT NOTE  
There shall be a twenty (20) foot wide public utility easement reserved along all roadway property lines and a ten (10) foot wide utility easement reserved along all other property lines.

MARLBOR NOTE  
The requirement concerning construction standards for mobilehomes situated within this subdivision shall be subject to the rules and regulations of the mobilehomes to be made of collapsible mobilehomes, as defined in the ordinance.

EROSION CONTROL NOTE  
Erosion/Sedimentation controls are required on all construction including single family residence.

STATE OF TEXAS  
COUNTY OF HAYS

I, Linda Fritzsche, County Clerk of Hays County, Texas, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_, the Commissioner's Court of Hays County, Texas, passed an order authorizing the filing for record of this plat, and said order has been duly entered in the minutes of the said court Book \_\_\_\_\_ Page \_\_\_\_\_.

WITNESS MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_.

Elizabeth Sumter  
County Judge  
Hays County, Texas

Linda Fritzsche  
County Clerk  
Hays County, Texas

SHEET 2 OF 2

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, That I, Donna K. Broder, owner of 22.636 acres of land out of the Barton Springs Segment of the Edwards Aquifer Recharge Zone, Hays County, Texas, DO HEREBY SUBDIVIDE 2.50 acres of land out of the Barton Springs Segment of the Edwards Aquifer Recharge Zone, Hays County, Texas, DO HEREBY DE LA PAZ, in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted, and do hereby dedicate to the public the use of the streets and easements shown hereon.

WITNESS MY HAND, this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_.

Donna K. Broder  
P.O. Box 1030  
Dripping Springs, Texas, 78620

STATE OF TEXAS  
COUNTY OF HAYS

BEFORE ME, the undersigned authority, on this day personally appeared Donna K. Broder, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_.

NOTARY PUBLIC in and for Hays County, Texas

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO WIT:

No structure in this subdivision shall be occupied until connected to an individual water supply or a state-approved community water system. Due to declining water supplies and increasing water scarcity, prospective property owners are cautioned by Hays County to conserve water and to install water saving devices. The best water conservation practices encouraged and in some cases may offer the best renewable water resource.

No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system which has been approved and permitted by Hays County Environmental Health.

No construction or other development within this subdivision may begin until all Hays County Development Permit requirements have been met.

Jerry Berchard - Resource Protection  
Transportation & Planning Director

Tom Page  
Hays County Floodplain Administrator

STATE OF TEXAS  
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS, That I, Thomas E. Stout, a REGISTERED PROFESSIONAL LAND SURVEYOR in the State of Texas, do hereby certify that this plat complies with the survey related requirements of the Texas Civil Statutes, Subdivision Specifications and further certify that this plat is prepared from an actual survey of the property made under my supervision on the ground and that the corner monuments were properly placed under my supervision.

"Preliminary, this document shall not be recorded for any purpose."  
Thomas E. Stout  
Registered Professional Land Surveyor No. 3984

Date \_\_\_\_\_

STAUDT SURVEYING, INC.  
Thomas E. Stout  
R.F.S. # 3984  
1408 South 17th  
Dripping Springs, Texas 78620  
(512) 858-2238

VACATION PLAT AND REDIVISION OF  
LOT 1,  
EL REGALO DE LA PAZ  
HAYS COUNTY, TEXAS

Dec 21, 2007  
Dec 21, 2007  
Dec 21, 2007





## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action to authorize the County Judge to accept a grant award from the Texas Parks and Wildlife Department for a U.S. Fish & Wildlife Service, Cooperative Endangered Species Conservation Fund (Section 6 Traditional) grant in the amount of \$54,063 for a karst invertebrate study.

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

**PREFERRED MEETING DATE REQUESTED:** December 16, 2008

**AMOUNT REQUIRED:** \$18,021

**LINE ITEM NUMBER OF FUNDS REQUIRED:** To be determined

**REQUESTED BY:** Jeff Hauff, Grants Dept.

**SPONSORED BY:** Commissioner Karen Ford

#### **SUMMARY:**

On November 13, 2007 the Commissioners' Court approved a grant application to the Texas Parks and Wildlife Department (TPWD) for funding to conduct a study of karst invertebrate species and subsequently improve land management strategies related to the (pending) Hays County Regional Habitat Conservation Plan (RHCP). The current draft of the RHCP calls for a voluntary evaluation species research program to fund research or studies on karst species or their habitats. These grant funds will be utilized for a study to determine the distribution of karst invertebrates in Hays County by sampling caves, and using hydrogeologic evaluations of those caves to establish management units for the species. The study will be subcontracted to an appropriate research firm.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Authorize the County Judge to accept a grant award from the Texas Parks and Wildlife Department for a U.S. Fish & Wildlife Service, Cooperative Endangered Species Conservation Fund (Section 6 Traditional) grant in the amount of \$54,063 for a karst invertebrate study.

**PREFERRED MEETING DATE REQUESTED:** December 16, 2008

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT AND FUND LINE ITEM NUMBER** \$18,021.00 Unbudgeted

**COUNTY PURCHASING GUIDELINES FOLLOWED:** N/A

**PAYMENT TERMS ACCEPTABLE:** N/A

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

**THE STATE OF TEXAS**

**INTERLOCAL AGREEMENT**

**COUNTY OF TRAVIS**

This Agreement is entered into by and between the agencies shown below in accordance with the authority granted in the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

**I. CONTRACTING PARTIES:**

The Receiving Agency: Texas Parks and Wildlife Department (TPWD)

The Performing Agency: Hays County, TX (HAYS)

**II. STATEMENT OF SERVICES TO BE PERFORMED:**

Hays County shall perform the project entitled "Hays County karst invertebrate distribution and cave development" in accordance with proposal, Attachment A, attached hereto and incorporated herein for all purposes.

All publications arising from this research shall acknowledge TPWD, as well as Cooperative Endangered Species Funds (Section 6), or such fund as may supersede it in funding this project.

All data and analyses resulting from this project, and all information regarding the occurrences of Hays County Karst invertebrates related to this project, becomes the property of TPWD, and will be presented to TPWD in an electronic format determined by TPWD upon request, and not later than due date of Final Report. TPWD agrees to refrain from publishing any results or analysis of this study for two (2) years after the termination date of contract, after which TPWD may publish with no restriction.

With respect to such Intellectual Property as is (i) incorporated in the Work, or (ii) produced by HAYS or HAYS employees, subcontractors, or subcontractor's employees during the course of performing the Work, HAYS hereby grants to TPWD a nonexclusive, perpetual, irrevocable, enterprise-wide license to use, copy, publish, and modify such Intellectual Property, and allow others to do so for TPWD purposes. HAYS shall secure all necessary intellectual property licenses from third parties and warrants that the Work and the intended use of the Work will not infringe any property rights of any third party.

Equipment and supplies purchased under this Agreement shall be used, managed, and disposed of in accordance with the Texas Uniform Grant Management Standards.

Hays County shall submit a Final Report, following guidelines provided by TPWD, on or before 1 November 2009. The Final Report shall then be forwarded to U. S. Fish and Wildlife Service (USFWS, Austin) for review and comments. TPWD will send revisions requested by USFWS, Austin, to the Principal Investigator for UT, who shall respond to TPWD in writing within sixty (60) days of receipt of revision request.

**III. BASIS FOR CALCULATING REIMBURSABLE COSTS:**

See Budget in Attachment A for details.

Funds must be directed to completing tasks outlined in Attachment A to qualify for reimbursement.

For payment purposes, the Performing Agency (agency receiving payment) shall submit to the Receiving Agency (agency making payment) an invoice with the Performing Agency's RTI (for funds transfer at the Treasury) or a Purchase Voucher (for deposit in local bank account). The Receiving Agency will enter payment information into USAS.

SEND VOUCHERS TO:  
Dr. C. Craig Farquhar

Wildlife Division  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744

Expenditures for travel and travel-related expenses will be reimbursed at the official rate authorized by the State of Texas.

The performing agency may make adjustments up to 10% within cost categories without prior approval from TPWD, provided that the total reimbursable costs do not exceed total federal share costs.

#### IV. CONTRACT AMOUNT:

The total amount of this Contract shall not exceed: \$54,063.00 (Fifty Four Thousand Sixty Three Dollars)

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to TPWD

#### V. PAYMENT FOR SERVICES:

Receiving Agency shall pay for services received from appropriation items or accounts of the Receiving Agency from which like expenditures would normally be paid, based upon vouchers drawn by the Receiving Agency payable to Performing Agency.

Payments for service performed shall be billed: Monthly.

Invoices shall include appropriate documentation for expenses incurred and details of work completed during the invoiced period as well as a summary of cost share, if Match is required.

The cost of materials and supplies should be charged at their actual prices. Proper documentation is required for reimbursement.

All invoices and reports must be received within 60 days of end of each fiscal year or termination of contract. Invoices not received within this time frame may not be paid.

\$10,812.60, which is twenty percent (20%) of total Federal Share funds, will be held until receipt and acceptance of final report by TPWD.

Payments received by the Performing Agency shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made.

Budgeted monies not spent in a given fiscal year may be eligible to be rolled over to the following fiscal year(s).

Any excess costs from one awarded TPWD contract cannot be submitted for reimbursement against another TPWD contract.

Reimbursements are conditioned on the Contract activities being performed in compliance with the Contract.

#### VI. CONTRACT CONTACT INFORMATION

##### TPWD PI Name & Contact Info

Dr. C. Craig Farquhar  
Wildlife Division  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744  
Craig.farquhar@tpwd.state.tx.us

##### TPWD Contract Point of Contact

Tammy Dunham, CTCM  
Contract Specialist  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744  
512-389-4752 office  
512-389-4945 fax  
tammy.dunham@tpwd.state.tx.us

##### Vendor PI Name & Contact Info

##### Vendor Contract Point of Contact Info (Revised 12/8/08)

Jeff Hauff  
Grants Administrator  
Hays County Courthouse  
111 East San Antonio Street, Ste. 303  
San Marcos, Texas 78666  
512-393-2209 office  
512-393-2228 fax  
Jeff.Hauff@co.hays.tx.us

## VII. TERM OF CONTRACT:

This Contract is to begin Upon date of signature by both parties, and  
shall terminate 28 February 2010.

An extension to this contract may be granted with prior written approval by TPWD.

This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available, to TPWD.

**Non-discrimination:** The undersigned is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime contractor shall ensure that this clause is included in all subcontracts.

**Audit:** Performing Agency understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Performing Agency further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing access to any information the state auditor considers relevant to the investigation or audit. Performing Agency shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Performing Agency and the requirement to cooperate is included in any subcontract it awards.

**Dispute Resolution:** In accordance with Chapter 2261 of the Texas Government Code, the following Schedule of Remedies applies to this Contract in the event of substandard performance or other failure to conform to the requirements of the Contract or applicable law.

- (a) Reject the substandard performance and request corrections without charge to TPWD.
- (b) Issue a notice of substandard performance or other non-conforming act or omission.
- (c) Request and receive the return of any over payments or inappropriate payments.
- (d) Reject associated reimbursement requests and suspend payments, pending accepted revision of substandard performance or non-conformity. Note: Funds may be retained by TPWD for recovery of administrative costs or returned to funding source as authorized by agreements with the funding source and by state or federal law.
- (e) Suspend all or part of the Contract, pending accepted revision of substandard performance or non-conformity.
- (f) Terminate the contract, and request as permitted by law return of all equipment purchased of contract funds, return of all unexpended funds, and repayment of expended funds.

TPWD may avail itself of any remedy or sanction provided in this Contract or in law to recover any losses arising from or caused by Performing Agency's substandard performance or any non-conformity with the Contract or the law.

Performing Agency shall carry on the Contract Activities and adhere to the progress schedule during all disputes or disagreements with TPWD unless ordered to stop the Contract Activities. No Contract Activities shall be delayed or postponed pending resolution of any disputes or disagreements.

Neither payment by TPWD nor any other act or omission other than an explicit written release constitutes a release of Performing Agency from liability for losses under this Contract.

Other Law: Performing Agency understands and agrees that by accepting money for services under this contract, it will comply with all federal laws and regulations related to grants of federal funds under this contract. As part of this agreement, Performing Agency will make the necessary certifications and agreements required, including but not limited to federal assurances, Attachments B and C.

The undersigned contracting parties do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies of State Government, (2) the proposed arrangements serve the interest of efficient and economical administration of the State Government, and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS PARKS AND WILDLIFE DEPARTMENT

HAYS COUNTY

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

Michele Martinets, CTPM  
Purchasing and Contracting Manager

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

Elizabeth 'Liz' Sumter  
Hays County Judge

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

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

## ATTACHMENT A

### HAYS COUNTY KARST INVERTEBRATE DISTRIBUTION AND CAVE DEVELOPMENT

#### Need:

Hays County is undergoing rapid urbanization, including areas with six federally listed endangered species that rely on the karst aquifer system and 41 other globally imperiled G1/G2 (IUCN rating indicating the species is known from fewer than 5 or fewer than 20 locations or populations) karst species (see Appendix 1). The current state of knowledge of the distribution of Hays County rare karst species is poor, and primarily the product of random cave surveys done by recreational speleologists using inconsistent methods over decades. Currently the County is developing a Regional Habitat Conservation Plan to cover federally listed bird species, and in many cases those species overlap with the range of karst invertebrates. By gaining a better understanding of the distribution and biogeography of the karst invertebrates, the County will have the opportunity to prioritize land for conservation that has both bird and karst taxa as well as aquifer recharge value.

The recovery plan for five listed species associated with San Marcos Springs calls for protecting water quality and flow in the springs (USFWS 1996). These are the San Marcos Gambusia, Fountain Darter, San Marcos Salamander, Texas Blind Salamander, and Texas Wild-rice. The federally listed Comal Springs Riffle Beetle and Comal Springs Dryopid Beetle are known from San Marcos and Fern Bank springs, respectively. Critical habitat for these two species (USFWS 2007) includes high-quality water with no or minimal levels of pollution, with a food supply formed by detritus derived from living and dead plants and animals. Caves and karst features to the west and south of San Marcos contribute to the flow of these springs (Ogden et al. 1986). Any protections given to the caves and karst features that recharge these two springs will benefit the listed species.

Another need for improving our understanding of the distribution of cave limited species stems from the management units that have been established by USFWS for the listed karst invertebrates in Travis, Williamson and Bexar counties (Appendix 2). The management units for these listed species (termed karst zones and karst faunal regions) are based on endemism and hydrogeologic controls on cave formation and have been incorporated into recovery plans for those species (USFWS 1994 and USFWS in prep.). One aspect of these management units has been called into question (White et al. 2001), at least partially based on genetic uniformity of *Cicurina* spiders across hydrogeologic barriers (Paquin and Hedin 2004). An updated approach to creating karst zones and karst faunal regions is needed to validate the karst management units used for sixteen listed karst invertebrates in Travis, Williamson and Bexar counties (Appendix 2).

#### Objective:

To determine the distribution of karst invertebrates in Hays County by sampling caves, and using hydrogeologic evaluations of those caves to establish management units for the species.

#### Expected Results and Benefits:

Increasing the understanding of the distribution of Hays County karst invertebrates and the hydrogeologic controls on those distributions will assist County land managers with prioritizing land for conservation. The field work described below can benefit two listed birds, the golden-cheeked warbler and black-capped vireo (*Dendroica chrysoparia*, *Vireo atricapilla*), by allowing the County to use important karst features as a factor in determining which bird habitat to pursue during implementation of the Hays County Regional Habitat Conservation Plan. Areas that have both bird and karst species as well as recharge features are more valuable and therefore much more likely to be protected in perpetuity.

Based on the paucity of cave biota sampling in the county to date, there is a very high likelihood that new localities will be discovered for the rare karst invertebrates itemized in Appendix 1 and mapped in Appendix 3. Armed with up-to-date lists of localities for rare karst invertebrates, more options for conservation of karst features will be available to the County. This will significantly increase the chances that karst features will be conserved along with bird habitat, which will protect aquifer recharge points that directly impact six federally listed species (Appendix 1).

The analysis of endemism for the rare karst invertebrates and hydrogeological evaluations of the sites in which they occur will help create management units for those species as has been done for listed karst invertebrates in Travis,



Williamson and Bexar Counties (Veni 1992, 1994, 2003). In addition to using the methods described for those counties, new endemism analyses will be researched and tested. Research will include gathering information on Parsimony Analysis of Endemism (Rosen 1988) as well as likelihood based methods to determine the advantages and disadvantages the different methods, and compare to methods used by Veni (1992, 1994). The hydrogeological evaluations will provide a general perspective on speleogenesis of each feature and regional cave development in order to guide the creation of species management units. These evaluations will also summarize the recharge value of each feature. This work directly benefits rare species in Hays County, and may help preclude the need for future listing. Indirectly the listed karst invertebrates in other counties whose management units are under scrutiny will be benefited by providing further perspective on karst species biogeography.

#### **Approach:**

**Task 1.** Sept – Dec 2008. Arrange site access for 20 caves in Hays County, with a preference for sampling broadly across karst terranes and in previously unsampled caves.

A data request to the Texas Speleological Survey, a non-profit organization that maintains the most comprehensive database on Texas caves, yielded specific locations and landowner information for 268 caves and karst features located in the Buda Limestone, Georgetown, Edwards, lower Glen Rose and Cow Creek formations. Some of those features have existing biological data associated with them, typically from sporadic collections made by a variety of researchers using inconsistent methods. The karst terranes, generalized caves and karst feature locations, and presence/absence of known rare species are mapped in Appendix 3.

Of these 268 sites, we anticipate obtaining landowner permission to sample 20 sites. An effort will be made to sample sites in all geologic units, sites spread across the county, and sites that are deemed to have been previously sampled inadequately. This will be the best approach for increasing the knowledge of the range of rare species and determining the limits on their distribution. Sampling all of the karst terranes possible will also provide a clearer perspective on the hydrogeology of Hays County's caves.

**Task 2.** Jan 2009 – Apr 2009. Field work to sample 20 caves and karst features.

Each site will be visited at least three times in order to increase the likelihood of finding rare species. Three visits are the minimum number required to meet the criteria for performing presence/absence surveys of endangered karst invertebrates (USFWS 2006). All available methods for collecting karst invertebrates will be used, including sticky traps, nets, bottle traps, pitfall traps, bait, Berlese funnels, and hand searching. At least one of these visits will be by a karst hydrogeologist that will make a geological evaluation of the site.

All specific cave location data will be temporarily housed with the private consulting company Zara Environmental LLC therefore will not be available through the Freedom of Information Act. Permanent storage of these sensitive locations will be with the Texas Speleological Survey and available to County officials that are considering land conservation on a need to know basis. Neither the County nor TPWD will be provided with specific cave locations, instead a generalized cave location similar to that shown in Appendix 3 will be provided.

**Task 3.** May 2009 – Sept 2009. Curate and identify collected specimens, write up the hydrogeologic evaluations, test the endemism analysis methods, delineate management areas for karst fauna in Hays County.

Specimens will be transferred to glass vials with permanent labels and preliminarily sorted to the most practicable taxonomic level in the laboratory of Zara Environmental LLC. They will be ultimately cataloged and housed in the Texas Memorial Museum or other comparable museum. A summary of taxa from each cave and a biological evaluation of each cave or suites of caves will be written. A summary of the hydrogeology of each site or suites of sites will be written.

An endemism analysis for the cave adapted organisms will be performed. Several methods will be researched, including a Parsimony Analysis of Endemism (Rosen 1988) as well as likelihood based methods to determine the advantages and disadvantages the different methods, and compare to methods used by Veni (1992, 1994). The results of this endemism analysis, combined with observations of hydrogeologic history that may lead to vicariant events, will be used to create maps of karst management units.

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**Location:**

Hays County  
Texas  
USA

**Project Personnel:**

Jeff Hauff (Hays County representative supplying matching funds) (JLH) – *Revised 12/08/08*  
Grants Administrator  
Hays County Courthouse  
111 East San Antonio Street, Ste. 303  
San Marcos, Texas 78666  
ph 512-393-2209  
fx 512-393-2228  
Jeff.Hauff@co.hays.tx.us

Jean K. Krejca, Ph.D. (principal investigator and lead biologist) (JKK)  
Zara Environmental LLC  
118 W. Goforth Rd.  
Buda, TX 78610  
512-294-8636  
[jean@zaraenvironmental.com](mailto:jean@zaraenvironmental.com)

Marcus O. Gary (lead hydrogeologist) (MOG)  
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512-470-8029  
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G. Robert Myers (principal biologist) (GRM)  
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Peter S. Sprouse (principal biologist) (PSS)  
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512-295-5333  
[peter@zaraenvironmental.com](mailto:peter@zaraenvironmental.com)

Krista M. McDermid (assistant biologist) (KMM)  
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Buda, TX 78610  
512-295-5333  
[Krista@zaraenvironmental.com](mailto:Krista@zaraenvironmental.com)

George Veni, Ph.D. and P.G. (contractual geologist) (GV)  
Executive Director  
National Cave and Karst Research Institute  
1400 Commerce Dr.  
Carlsbad, New Mexico 88220 USA  
[gveni@nckri.org](mailto:gveni@nckri.org)

Bev Shade, P.G. (contractual geologist) (BS)

Zara Environmental LLC  
 118 W. Goforth Rd.  
 Buda, TX 78610  
 512-295-5333  
 bev@zaraenvironmental.com

**BUDGET:**

Description	Federal	Match	Total
Contractual (all costs for this grant fall under this category, they are subdivided here in order to provide detail):			
Contractual Personnel:			
Field prep (obtaining site access) principal biologist JKK, PSS or GRM 20 hrs @ \$75/hr	\$1,125.00	\$375.00	\$1,500
Field prep (obtaining site access) assistant biologist KMM 30 hrs @ \$50/hr	\$1,125.00	\$375.00	\$1,500
Field work (site visits) principal biologist/hydrogeologist JKK, PSS, GRM and MOG. This will entail 3 visits to 20 sites at 5 hrs/visit, plus 30 additional hours of field data management. 330 hrs @ \$75/hr	\$18,562.50	\$6,187.50	\$24,750
Field work (site visits) assistant biologist KMM. This will entail 3 visits to 20 sites at 5 hrs/visit. 30 hrs @ \$50/hr	\$11,250.00	\$3,750.00	\$15,000
Writing, principal biologist/hydrogeologist JKK and MOG. 280 hrs @ \$75/hr	\$15,750.00	\$5,250.00	\$21,000
Writing and phone consultations, consultant hydrogeologist, GV and BS. 36 hours at \$100/hr	\$2,700.00	\$900.00	\$3,600
Writing and specimen curation, assistant biologist KMM. 80 hrs	\$3,000.00	\$1,000.00	\$4,000
Contractual Travel:			
Mileage 836 miles at \$0.58	\$363	\$121	\$485
Contractual Supplies:			
Batteries, field books, glass and nalgene vials	\$187.50	\$62.50	\$250
<b>Total</b>	<b>\$54,063</b>	<b>\$18,021</b>	<b>\$72,085</b>
Percentages	75%	25%	100%

## Literature Cited:

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McAllister, D.E. and Deacon, J.E. (1989) Fishes of North America endangered, threatened or of special concern:  
1989. Fisheries  
14, 2–20.

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## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action to approve Resolution authorizing the County Judge to submit a grant application to the Texas Water Development Board for up to \$300,000 under the Flood Protection Planning Program and to sign all documents associated with this application.

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

**PREFERRED MEETING DATE REQUESTED:** December 16, 2007

**AMOUNT REQUIRED:** \$300,000 (split over 2+ years)

**LINE ITEM NUMBER OF FUNDS REQUIRED:** R&B line item 03-438-5443

**REQUESTED BY:** Jeff Hauff, Grants Dept.

**SPONSORED BY:** Judge Sumter

#### **SUMMARY:**

A grant application will be submitted to the Texas Water Development Board (TWDB) to prepare a flood protection planning/drainage basin study of that portion of the County drained by the Guadalupe/Blanco River Basin. The grant application will be for \$300,000, with a required match of \$300,000 by the County and potential partners. The match will be spread over a 2+ year period, requiring approximately \$150,000 per year. If this grant is successful, it is possible to leverage funding from the U.S. Army Corps of Engineers (USACOE), through a cooperative agreement with the Guadalupe/Blanco River Authority (GBRA), and in the amount of \$600,000 (50% of the project total), for a total project cost of \$1,200,000. Halff and Associates has already been retained to coordinate and prepare the grant application (Commissioners Court action on November 25, 2008). The proposed study would include an analysis of flood plain and flood prone areas and develop alternative for both structural and non-structural solutions to minimize flood-related impacts and hazards to both lives and property.

# *Agenda Item Routing Form*

**DESCRIPTION OF Item:** Approve Resolution authorizing the County Judge to submit a grant application to the Texas Water Development Board for up to \$300,000 under the Flood Protection Planning Program and to sign all documents associated with this application.

**PREFERRED MEETING DATE REQUESTED:** December 16, 2008

## **COUNTY AUDITOR**

*Typically Requires 1 Business Day Review*

**AMOUNT AND FUND LINE ITEM NUMBER** \$300.000 (Split over two plus years) R&B 03-438-5443

**COUNTY PURCHASING GUIDELINES FOLLOWED:** N/A

**PAYMENT TERMS ACCEPTABLE:** N/A

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

## 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 16th day of December, 2008.

\_\_\_\_\_  
Elizabeth 'Liz' Sumter, Hays County Judge

### **STATE OF TEXAS COUNTY OF HAYS**

I, Linda Fritsche, County Clerk for the Commissioners Court of Hays County, Texas do hereby certify the foregoing contains a true and correct copy of a resolution passed and adopted by the Commissioners Court of Hays County, in a Regular Meeting held on \_\_\_\_\_.

ATTEST:

\_\_\_\_\_  
Linda Fritsche, Hays County Clerk

\_\_\_\_\_  
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 enter into an Interlocal Agreement with the City of Niederwald for the ongoing maintenance, repair and/or upgrade of roadways within the incorporated limits of the City of Niederwald.

<b>CHECK ONE:</b>	<b>CONSENT</b>	<b>X ACTION</b>	<b>EXECUTIVE SESSION</b>
	<b>WORKSHOP</b>	<b>PROCLAMATION</b>	<b>PRESENTATION</b>

**PREFERRED MEETING DATE REQUESTED:** December 16, 2008

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** BARTON

**SPONSORED BY:** BARTON

**SUMMARY:**

The City of Niederwald is interested in entering into a street maintenance and repair arrangement with Hays County, similar to the current arrangement with the City of Uhland.

See the attached agreement negotiated by Mark Kennedy and the City's attorney - this agreement has been passed by the Niederwald City Council.

## **INTERLOCAL AGREEMENT FOR ROADWAY REPAIR**

This **Interlocal Agreement for Roadway Repair** is hereby entered into between the **City of Niederwald, Texas**, a Type A general-law municipality, hereinafter referred to as the "City," and the **County of Hays, a political subdivision of the State of Texas**, hereinafter referred to as the "County", this the \_\_\_\_ day of \_\_\_\_\_, 2008.

### **I. RECITALS**

**WHEREAS**, The Interlocal Cooperation Act (Chapter 791, Texas Government Code) empowers the parties to contract with each other in the performance of governmental functions, including functions and services in the area of streets, roads and drainage;

**WHEREAS**, Hays County Precinct 2 has budgeted funds sufficient for general maintenance of roads in the County Road System that lie inside the City limits of Niederwald;

**WHEREAS**, the City and County desire to enter into an Agreement to provide for consistent quality of pavement along the whole length of roads that are part of the County Road System, even those that lie within the city limits of Niederwald (See Texas Attorney General Opinion WW-1401); and

**WHEREAS**, the City also desires to enter into an Interlocal Agreement with the County to pay for the general maintenance of all roads within the City's limits, regardless of their status as part of the County Road System (See Texas Attorney General Opinion H-1018).

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

### **II. AGREEMENT**

**A. Term.** The term of this agreement will commence on the date of execution by the last party to sign the Agreement (hereinafter the "Effective Date") and shall extend until this agreement is validly terminated under Section II.D.8 of this Agreement. The City assures the County that funds are available (and, unless written notice is otherwise provided by the City, will continue to be available) to reimburse the County, as the City is obligated to do under the terms of this Agreement. After written notice from the City that no City funds are available in a budget year, or portion thereof, to reimburse the County under the terms of this Agreement, the City shall not be obligated to reimburse the County for the cost of any labor or materials related to any maintenance or repair of any Niederwald County Road or Niederwald City Road incurred by the County after its receipt of the written notice from the City, unless the project was already undertaken at the time of the written notice.

**B. Conditions.**

**1. County Road System Roadways.** In regard to all roads within the city limits of Niederwald that are identified by County as roads that are part of or integral to the County Road System (hereinafter "Niederwald County Roads), the parties agree as follows:

- a. County shall be responsible for providing the labor and equipment required for maintenance and repair of Niederwald County Roads.
- b. City agrees to pay for all actual material costs related to the maintenance and repair of Niederwald County Roads.
- c. City may request the maintenance and repair of specific Niederwald County Roads; but County shall, with or without a request by City, (i) identify Niederwald County Roads that are in need of maintenance and repair, (ii) provide written notice to City of maintenance and repair that County intends to perform on Niederwald County Roads, and (iii) unless City objects to the maintenance and repair within ten (10) days of receiving notice under this Section, maintain and repair all Niederwald County Roads in a similar fashion and to a similar quality as is customarily performed on other county roads within Hays County. Notwithstanding Section II.B.1.b. of this Agreement, in the event the County does not provide written notice to the City in accordance with this Section II.B.1.c. of this Agreement, the City shall not be responsible for any costs (labor, equipment and materials) related to said maintenance and repair work performed by the County.
- d. If City desires that a specific Niederwald County Road be maintained, repaired, or upgraded to a higher quality or higher standard than is customarily performed by County on other county roads within Hays County, City may, at no expense to County, contract with a third party for the maintenance, repair, and/or upgrade of that specific Niederwald County Road. In the alternative, the City may request the County to perform the maintenance, repair, and/or upgrade of that specific Niederwald County Road to the specifications desired by City, if County has the resources available to perform to those specifications.
- e. If City requests that County perform the maintenance, repair, and/or upgrade of a specific Niederwald County Road under Section II.B.1.d. of this Agreement, County shall provide an estimate to City for the proposed work, and the parties shall follow the procedures set forth for Niederwald City Roads, below. County's estimate under this section shall account for the cost of materials it would take to maintain, repair, and/or upgrade that specific Niederwald County Road to the county standard, plus the reasonable cost of materials, labor, and equipment it would take to maintain, repair, and/or upgrade that specific Niederwald County Road to a higher quality or higher standard than is customarily performed by County on other county roads within Hays County.

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

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

3. Payment. The parties agree that Hays County shall provide invoices to the City of Niederwald for all costs that are the obligation of the City of Niederwald under this Agreement. All invoices related to Niederwald County Roads and Niederwald City Roads shall be provided by Hays County on a monthly basis, and the City of Niederwald shall pay said invoices no later than thirty (30) days after receipt.

**C. Contact Information.** The parties to this Agreement designate the following contacts who will be responsible for implementing the terms of this Agreement: (i) for the City of Niederwald – Hon. Reynell Smith, Mayor, or her successor, who can be reached at (512) 398-6338, 13851 Camino Real, Niederwald, Texas 78640; (ii) for Hays County - Jerry Borcharding, the Hays County Road Engineer Superintendent, or his successor, who can be reached at (512) 393-7386, 2171 Yarrington Road, San Marcos, Texas 78666.

**D. Miscellaneous Provisions.**

1. Cooperation; Reservation of Rights. The City and County agree to cooperate with each other, in good faith, at all times during the term hereof in order to achieve the purposes and intent of this Agreement. Nothing in this Agreement shall be construed to interfere with the County's legal right to autonomously maintain and repair roads that have been identified as part of or integral to the County Road System, particularly if the condition of said roads, in the County's opinion, poses a safety or mobility concern.

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

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

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

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

6. Authorization; Funding. Each party hereto acknowledges and represents that this Agreement has been duly authorized by its respective governing body, and that funding from each party for the performance of this Agreement will be provided from current revenues available to the parties.

7. Indemnity. *THE CITY SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST ALL CLAIMS, SUITS, DEMANDS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, OR OTHER LIABILITY FOR PERSONAL INJURY, DEATH OR DAMAGE TO ANY PERSON OR PROPERTY THAT IS RELATED TO THE ROADWAY(S) ON WHICH THE COUNTY IS PERFORMING WORK UNDER THIS AGREEMENT. THIS INDEMNITY PROVISION, HOWEVER, SHALL NOT APPLY TO ANY CLAIMS, SUITS, DAMAGES, COSTS, LOSSES OR EXPENSES (I) FOR WHICH THE COUNTY SHALL HAVE BEEN, OR IS ENTITLED TO BE COMPENSATED BY INSURANCE, OR (II) WHICH ARE PROXIMATELY CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE COUNTY, ITS AGENTS, EMPLOYEES OR CONTRACTORS; PROVIDED, HOWEVER, THAT FOR THE PURPOSES OF THE FOREGOING, THE COUNTY'S ACT OF ENTERING INTO THIS AGREEMENT SHALL NOT BE DEEMED TO BE A "NEGLIGENT OR WILLFUL ACT."*

*THE COUNTY SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST ALL CLAIMS, SUITS, DEMANDS, JUDGMENTS AND*

*EXPENSES, INCLUDING ATTORNEY'S FEES, OR OTHER LIABILITY FOR PERSONAL INJURY, DEATH OR DAMAGE TO ANY PERSON OR PROPERTY WHICH ARE PROXIMATELY CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OR OMISSIONS OF THE COUNTY, ITS AGENTS, EMPLOYEES OR CONTRACTORS IN PERFORMING WORK UNDER THIS AGREEMENT.*

**8. Termination.** This Agreement may be terminated by either party, for any reason whatsoever, by providing ninety (90) days' written notice to the non-terminating party. If, upon providing or receiving notice of termination under this Section, County has begun performance of maintenance, repair, or upgrade of any roadway under this Agreement, County shall complete the work on that specific roadway and City shall pay, as may be required by the terms of this Agreement, for the completion of work on that specific roadway before either party is released from the terms and obligations of this Agreement.

**City of Niederwald**

**County of Hays, Texas**

By: \_\_\_\_\_  
Reynell Smith, Mayor      Date

By: \_\_\_\_\_  
Liz Sumter, County Judge      Date

Attest:

Attest:

\_\_\_\_\_  
City Secretary

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

## *Agenda Item Request Form*

### **Hays County Commissioners Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action regarding economic negotiations related to the possible location of a distribution center for U.S. Foods Service in the unincorporated area of the County, east of Buda. The Court may meet in executive session under section 551.087 of the Texas Government Code before or after a public presentation and discussion.

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

**PREFERRED MEETING DATE REQUESTED:** December 16, 2008

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** BARTON

**SPONSORED BY:** BARTON

**SUMMARY:**

U.S. Foods is considering re-locating a major food distribution warehouse facility to Hays County (in the Sunfield MUD, located east of Interstate 35) from Austin. The facility would be expanded in the process. New jobs would be created in Hays County. The average wage is considerably higher than median income in Hays County.

Commissioner Barton has been involved in negotiations for quite some time, and has included Judge Sumter and Jerry Boercherding. At this point, the request for aid from the county revolves around improvements to public roads in the area.

See attached press release from U.S. Foods.

U.S. Foods and the City of Buda will provide more information, including a map showing the approximate location and prospective information about jobs and economic benefit.



## **FOR IMMEDIATE RELEASE**

### **CONTACT:**

Kevin Hagan  
Director, Public Affairs  
U.S. Foodservice, Inc.  
Tel 410-312-7198  
Email: kevin.hagan@usfood.com

### **U.S. Foodservice Announces Intent to Purchase Land in Buda, TX**

Rosemont, IL – September 22, 2008 -- U.S. Foodservice, Inc. announced today that it has entered into a Letter of Intent to purchase a 38-40 acre parcel of land in Buda, Texas. The purchased land will be the site of a replacement facility for its Austin, Texas distribution center. U.S. Foodservice intends to build a 260,000+/- square foot facility which will be located in the Sunfield Municipal Utility District. The new facility will be designed for future growth and will be expandable to approximately 500,000 square feet. Initial employment for the new distribution center is expected to be over 200 people with eventual employment anticipated to exceed 400 individuals.

### **About U.S. Foodservice**

U.S. Foodservice is one of the country's premier foodservice distributors, offering more than 43,000 national, private label and signature brand items and an array of services to its more than 250,000 customers. The company proudly employs more than 26,000 associates in over 60 locations nationwide who are poised to service its customers beyond their expectations. As industry leaders, with access to resources beyond the ordinary, U.S. Foodservice provides the finest quality food and related products to neighborhood restaurants, hospitals, schools, colleges and universities, hotels, government entities and other eating establishments. To find out how U.S. Foodservice can be "Your partner beyond the plate®," please visit the company's website at [www.usfoodservice.com](http://www.usfoodservice.com).

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## *Agenda Item Request Form*

### **Hays County Commissioners Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action to issue a Request For Qualifications to "pre-certify" engineering and professional services for the County's road bond projects and other roads as determined by the Commissioners Court.

<b>CHECK ONE:</b>	<b>CONSENT</b>	<b>X ACTION</b>	<b>EXECUTIVE SESSION</b>
	<b>WORKSHOP</b>	<b>PROCLAMATION</b>	<b>PRESENTATION</b>

**PREFERRED MEETING DATE REQUESTED:** December 16, 2008

**AMOUNT REQUIRED:** cost of RFQ issuance and advertisement

**LINE ITEM NUMBER OF FUNDS REQUIRED:** Road bonds

**REQUESTED BY:** BARTON

**SPONSORED BY:** BARTON

**SUMMARY:**

RFPs for a program manager are due Jan. 6. Among our next considerations: design firms.

Last week's backup on program managers included an outline of possible categories for pre-certification of engineering and related firms, prepared by Jerry Boercherding and me. The Court indicated it would be ready to review an RFQ this week.

Because of time constraints involving services for the sheriff, the full RFQ will be sent to members of the Court for review later this week. I am working on a draft document, and will ask the county engineer and purchasing agent to review it. It will follow the outlines discussed in Court, with a similar scoring system to that which we adopted for program managers. It is, of course, open to change by the Court but will give us a place to start talking.

My suggestion is that we invite firms to submit in as many of the eight or nine areas as they wish, but that we pre-certify any one firm in no more than three or four areas. That ensures work is spread. If we select a few qualified firms in each category, that in turn would give members of the Court and staff a small pool to draw from when – and to negotiate with – when building teams for each project. It would help us plan ahead, save time and money in the RFQ process, let firms know where they stand, and help us coordinate among ourselves to spread work around the "intellectual infrastructure."

Again, a detailed draft will be submitted before Commissioners Court next week. Posting now allows us to avoid a delay in advertising until after the holidays.



## *Agenda Item Request Form*

### **Hays County Commissioners Court**

9:00 a.m. Every Tuesday

**Request forms are due in the County Judge's Office**

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

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

**AGENDA ITEM:** Discussion and possible action to approve the payment 674.75 hours of compensation time accumulated by Deputy Mark Hanna in the Hays County Constable Pct. 2 office.

<b>CHECK ONE:</b>	<b>CONSENT</b>	<b>X ACTION</b>	<b>EXECUTIVE SESSION</b>
	<b>WORKSHOP</b>	<b>PROCLAMATION</b>	<b>PRESENTATION</b>

**PREFERRED MEETING DATE REQUESTED:** December 16, 2008

**AMOUNT REQUIRED:** \$14,956.23

**LINE ITEM NUMBER OF FUNDS REQUIRED:** Funds available in Pct. 2 Constable salary savings

**REQUESTED BY:** BARTON

**SPONSORED BY:** BARTON

**SUMMARY:**

See attached back-up provided by Constable Kohler.

Commissioner Barton and Constable Kohler will provide further information the day of the meeting.

DEPUTY BEGINNING SALARY IS \$3,399.50 PER MONTH.

3 MONTHS SALARY IS \$10,198.50.

MARK HANNA

351.50 COMP HOURS  
X 19.61 PER HOUR

---

\$6,892.92 GROSS  
527.31 SS (7.65%)  
624.50 RET (9.06%)

\$8,044.73

---

323.25 COMP HR AS OF 9/30/08  
X 18.32 PER HOUR RATE AS OF 9/30/08

\$5921.94 GROSS  
453.03 SS (7.65%)  
536.53 RET (9.06%)

\$6,911.50

## *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 a donation of \$3000.00 for purchase of a computer with editing software and scanner for the Hays County Historical Commission.**

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

**PREFERRED MEETING DATE REQUESTED: December 16, 2008**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Kate Johnson**

**SPONSORED BY: SUMTER**

**SUMMARY: This equipment will be used for presentations and educational purposes for the Historical Commission.**

## *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 the receipt of bids pertaining to the sale of obligations designated as "Hays County, Texas Limited Tax Bonds, Series 2008".**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: December 16, 2008**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: SUMTER**

**SPONSORED BY: SUMTER**

**SUMMARY: Receipt of bids pertaining to the sale of obligations designated as "Hays County, Texas Limited Tax Bonds, Series 2008"; receipt of financial advisor's recommendation concerning this matter; and other matters in connection therewith**

## *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 order by the Commissioners Court of Hays county, Texas authorizing the issuance of "Hays County, Texas Limited Tax Bonds, Series 2008".**

**TYPE OF ITEM: ACTION**

**PREFERRED MEETING DATE REQUESTED: December 16, 2008**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: SUMTER**

**SPONSORED BY: SUMTER**

**SUMMARY: Consideration and Approval of an order by the Commissioners Court of Hays County, Texas authorizing the Issuance of "Hays County, Texas Limited Tax Bonds, Series 2008"; levying a continuing direct annual ad valorem tax, within the limitations prescribed by law, for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale, and delivery of the bonds, including the approval and distribution of an official statement pertaining thereto; authorizing the execution of a paying agent/registrar agreement; complying with the letter of representations on file with the depository trust company; and providing an effective date.**

**AN ORDER BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF "HAYS COUNTY, TEXAS LIMITED TAX BONDS, SERIES 2008"; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Commissioners Court (the *Commissioners Court*) of Hays County, Texas (the *County*) hereby finds and determines that limited tax bonds of the County in the total principal amount of \$10,000,000 should be issued and sold at this time, being the second installment of the limited tax general obligation bonds approved and authorized to be issued at an election held on May 12, 2007 in the County, the respective authorized purposes and amounts authorized to be issued therefor, amounts previously issued, amounts being issued pursuant to this order, and amounts remaining to be issued from such voted authorizations subsequent to the date hereof being as follows:

<u>Purposes</u>	<u>Amounts Authorized</u>	<u>Amounts Previously Issued</u>	<u>Amounts Sold this Sale</u>	<u>Unissued Bonds</u>
Park Purposes (Proposition No. 2)	\$30,000,000	\$10,000,000	\$10,000,000	\$10,000,000

WHEREAS, in accordance with the provisions of Section 81.006, as amended, Texas Local Government Code, the Commissioners Court hereby finds and determines that this Order was adopted at a regularly scheduled meeting of the Commissioners Court; and

WHEREAS, the Commissioners Court hereby finds and determines that the issuance of the limited tax bonds is in the best interest of the citizens of the County, now, therefore,

**BE IT ORDERED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS THAT:**

**SECTION 1. Authorization - Designation - Principal Amount - Purpose.** Limited tax bonds of the County shall be and are hereby authorized to be issued in the aggregate principal amount of \$10,000,000 (TEN MILLION AND NO/100 DOLLARS), to be designated and bear

the title “HAYS COUNTY, TEXAS LIMITED TAX BONDS, SERIES 2008” (the *Bonds*), for the purpose of (i) constructing, improving, renovating, equipping and acquiring land and buildings for park, natural areas, open space, preservation of water quality, aquifer recharge areas, and wildlife habitat, conservation easements, and recreational purposes, and (ii) paying the costs associated with the issuance of the Bonds, all in conformity with the laws of the State of Texas, particularly Chapter 1251, as amended, Texas Government Code, Chapter 331, as amended, Texas Local Government Code, an election held in the County on May 12, 2007, and pursuant to the provisions of a bond order (the *Order*) adopted on the date hereof by the Commissioners Court.

**SECTION 2. Fully Registered Obligations - Authorized Denominations - Stated Maturities - Interest Rates – Dated Date.** The Bonds shall be issued as fully registered obligations, without coupons, shall be dated December 15, 2008 (the *Bond Date*), shall be in denominations of \$5,000 or any integral multiple thereof, shall be lettered “R” and numbered consecutively from One (1) upward and principal shall become due and payable on August 15 in each of the years and in amounts (the *Stated Maturities*) and bear interest at the rates per annum in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2010		
2011		
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2029		
2030		
2031		
2032		
2033		
2034		
2035		

The Bonds shall bear interest on the unpaid principal amounts from the Bond Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity, or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on February 15 and August 15 in each year, commencing August 15, 2009 (the *Interest Payment Date*), while the Bonds are Outstanding.

SECTION 3. Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity, redemption, or otherwise shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holder*s), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of Regions Bank, Houston, Texas to serve as the initial Paying Agent/Registrar (the *Paying Agent/Registrar*) for the Bonds is hereby approved and confirmed, and the County agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto in substantially final form as Exhibit A hereto, and such reasonable rules and regulations as the Paying Agent/Registrar and the County may prescribe. The County covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The County reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the County agrees to promptly cause a written notice of



this substitution to be sent to each Holder of the Bonds by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined), for purposes of paying interest on the Bonds, (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof upon redemption of the Bonds or at the Bonds' Stated Maturity, and (iii) on any date for any other purpose. The County and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the County nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the *Record Date* (the last business day of the month next preceding each Interest Payment Date for the Bonds) and shall be paid (i) by check sent by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date*--which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

#### SECTION 4. Redemption.

A. Mandatory Redemption. The Bonds stated to mature on August 15, \_\_\_\_ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the

principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on August 15 in each of the years as set forth below:

Term Bonds  
Stated to Mature  
on August 15, \_\_\_\_\_

<u>Year</u>	<u>Principal Amount (\$)</u>
-------------	----------------------------------

**\*Payable at Stated Maturity**

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the County, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on and after August 15, 2018 shall be subject to redemption prior to Stated Maturity, at the option of the County, on August 15, 2017 or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the County shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the County to exercise the right to redeem the Bonds shall be entered in the minutes of the Commissioners Court of the County.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. Not less than thirty (30) days prior to a mandatory or optional redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of

redemption to be sent by United States mail, first-class postage prepaid, in the name of the County and at the County's expense, by the Paying Agent/Registrar to each Holder of a Bond to be redeemed in whole or in part at the address of the Holder appearing on the Security Register at the time such notice of redemption is mailed, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Holder.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Holder. This notice may also be published once in a financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*). Additionally, this notice may also be sent by the County to any registered securities depository and to any national information service that disseminates redemption notices.

If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue, and such Bonds shall not be deemed to be Outstanding.

F. Transfer/Exchange of Bonds. Neither the County nor the Paying Agent/Registrar shall be required to transfer or exchange any Bonds called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to partial redemption.

SECTION 5. Execution - Registration. The Bonds shall be executed on behalf of the County by its County Judge under the seal of the Commissioners Court reproduced or impressed thereon, registered by the County Treasurer, and countersigned by the County Clerk and Ex-Officio Clerk for the Commissioners Court. The signature of any of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who were, at the time of the Bond Date, the proper officers of the County shall bind the County, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Bonds to the Purchasers (hereinafter defined), all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 6. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the County of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the County to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the County, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered upon such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or

transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 17 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 7. Initial Bond(s). The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount of \$10,000,000 with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Bonds*), and the Initial Bonds shall be registered in the name of the Purchasers or the designee thereof. The Initial Bonds shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bonds, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bonds delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

#### SECTION 8. Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as may, consistent herewith, be established by the County or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bonds submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

B. Form of Definitive Bond.

REGISTERED  
NO. \_\_\_\_\_

REGISTERED  
PRINCIPAL AMOUNT  
\$ \_\_\_\_\_

United States of America  
State of Texas  
HAYS COUNTY, TEXAS  
LIMITED TAX BONDS, SERIES 2008

Bond Date  
December 15, 2008

Interest Rate:

Stated Maturity:

CUSIP No.:

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

Hays County, Texas (the *County*), a body corporate and a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof, on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Bond Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for, to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2009.

Principal and premium, if any, on this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date (the *Interest Payment Date*). All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Holder hereof at the Holder's risk and expense.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$10,000,000 (the *Bonds*) pursuant to the authority conferred at an election held within the County on May 12, 2007 and by an order adopted by the Commissioners Court of the County (the *Order*), for the purpose of (i) constructing, improving, renovating, equipping and acquiring land and buildings for park, natural areas, open space, preservation of water quality, aquifer recharge areas, and wildlife habitat, conservation easements, and recreational purposes, and (ii) paying the costs associated with the issuance of the Bonds, all in conformity with the laws of the State of Texas, particularly Chapter 1251, as amended, Texas Government Code, Chapter 331, as amended, Texas Local Government Code, at an election held in the County on May 12, 2007, and the Order.

As specified in the Order, the Bonds stated to mature on August 15, \_\_\_\_ are referred to herein as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on August 15 in each of the years as set forth below:

Term Bonds  
Stated to Mature  
on August 15, \_\_\_\_

<u>Year</u>	<u>Principal Amount (\$)</u>
-------------	----------------------------------

**\*Payable at Stated Maturity**

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the County, by the principal amount of any Term Bonds of such Stated Maturity which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Order, the Bonds having stated maturities on and after August 15, 2018, may be redeemed prior to their Stated Maturity, at the option of the County, on August 15, 2017, or on any date thereafter, in whole or in part in principal amounts \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Order. If this Bond is subject to prior redemption and is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be

redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided by the Order.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Bond is called for redemption, in whole or in part, the County or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond that is redeemed in part.

The Bonds of this series are payable from the proceeds of an annual ad valorem tax levied upon all taxable property within the County within the limitations prescribed by law.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the County and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to the Stated Maturity thereof, and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Order. Capitalized terms used herein have the same meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Holder hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the Holder hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the County nor the Paying Agent/Registrar, or any such agent of



either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the *Special Payment Date*--which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding obligation of the County have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium if any, and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the Commissioners Court of the County has caused this Bond to be duly executed under the official seal of its Commissioners Court.

HAYS COUNTY, TEXAS

By \_\_\_\_\_  
County Judge

COUNTERSIGNED:

REGISTERED:

By \_\_\_\_\_  
County Clerk and Ex-Officio  
Clerk of the Commissioners Court

By \_\_\_\_\_  
County Treasurer

(SEAL OF THE COMMISSIONERS COURT)

*[The remainder of this page intentionally left blank.]*

C. \*Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bonds Only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §  
PUBLIC ACCOUNTS §  
§ REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS §

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(SEAL)

\* Note to Printer: Not to appear on printed Bonds

D. Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Order; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: \_\_\_\_\_ Regions Bank, Houston, Texas, as Paying Agent/Registrar

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

\*NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto  
(Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

(Social Security or other identifying number): \_\_\_\_\_  
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_ attorney to transfer the within Bond on the books kept for registration  
thereof, with full power of substitution in the premises.

DATED: \_\_\_\_\_

NOTICE: The signature on this assignment must  
correspond with the name of the registered owner as it  
appears on the face of the within Bond in every particular.

Signature guaranteed:

F. The Initial Bonds shall be in the form set forth in paragraph B of this Section,  
except that the form of the single fully registered Initial Bond shall be modified as follows:

- (1) immediately under the name of the Bonds the headings "Interest Rate  
\_\_\_\_\_" and "Stated Maturity \_\_\_\_" shall both be completed "as shown below";
- (2) the first two paragraphs shall read as follows:

Registered Owner: \_\_\_\_\_

Principal Amount: : \_\_\_\_\_ DOLLARS

Hays County, Texas (the *County*), a body corporate and a political subdivision of the  
State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to  
the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof,  
the Principal Amounts specified above on the fifteenth day of August in each of the years and in  
Principal Amounts and bearing interest at the per annum rates in accordance with the following  
schedule:

Years of  
Stated Maturity

Principal  
Amounts (\$)

Interest  
Rates (%)

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Bond Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on February 15 and August 15 in each year, commencing August 15, 2009.

Principal and premium, if any, of this Bond shall be payable to the Registered Owner hereof (the *Holder*), upon its presentation and surrender, at the corporate trust office of Regions Bank, Houston, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of, the Holder hereof.

G. Insurance Legend. If bond insurance is obtained by the County or the Purchasers for the Bonds, the Definitive Bonds and the Initial Bonds shall bear an appropriate legend as provided by the insurer.

SECTION 9. Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 19 and 36 of this Order have the meanings assigned to them such Sections, and all such terms, include the plural as well as the singular; (ii) all references in this Order to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words "herein", "hereof", and "hereunder" and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Officials* shall mean the County Judge, County Clerk, County Treasurer, County Auditor and/or the County Attorney.

B. The term *Bond Fund* shall mean the special Fund created and established by the provisions of Section 10 of this Order.

C. The term *Bonds* shall mean the "HAYS COUNTY, TEXAS LIMITED TAX BONDS, SERIES 2008", dated December 15, 2008, authorized by this Order.

D. The term *Closing Date* shall mean the date of physical delivery of the Initial Bonds in exchange for the payment in full by the Purchasers.

E. The term *County* shall mean Hays County, Texas and where applicable, the Commissioners Court of the County.

F. The term *Debt Service Requirements* shall mean, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the County as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

G. The term *Depository* shall mean an official depository bank of the County.

H. The term *Government Securities*, as used herein, shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

I. The term *Holder* or *Holder*s shall mean the registered owner, whose name appears in the Security Register, for any Bond.

J. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being February 15 and August 15 in each year, commencing August 15, 2009 while any of the Bonds remain Outstanding.

K. The term *Order* shall mean this order adopted by the Commissioners Court of the County on December 16, 2008 authorizing the issuance of the Bonds.

L. The term *Outstanding* when used in this Order with respect to Bonds shall mean, as of the date of determination, all Bonds issued and delivered under this Order, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the County in accordance with the provisions of Section 21 of this Order; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 17 of this Order.

M. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 18 of this Order.

N. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on August 15 of each year the Bonds are Outstanding, as set forth in Section 2 of this Order.

**SECTION 10. Bond Fund - Investments.** For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Bonds, there shall be and is hereby created a special Fund to be designated "LIMITED TAX BONDS, SERIES 2008, INTEREST AND SINKING FUND" (the *Bond Fund*), which Fund shall be kept and maintained at the County's Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 19. Authorized Officials of the County are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the amount of principal, premium, if any, and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the business day next preceding each interest and principal payment date for the Bonds.

Pending the transfer of funds to the Paying Agent/Registrar, money in any Fund established by this Order, at the option of the County, may be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements, as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from such Fund will be available at the proper time or times. All interest and income derived from deposits and investments in such Fund shall be credited to, and any losses debited to, such Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

**SECTION 11. Levy of Taxes - Excess Bond Proceeds.** To provide for the payment of the Debt Service Requirements on the Bonds being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Bonds or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the County, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Bond Fund and are thereafter pledged to the payment of the Bonds. The Commissioners Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the County.

**SECTION 12. Deposits to Bond Fund - Surplus Bond Proceeds.** The County hereby covenants and agrees to cause to be deposited in the Bond Fund prior to a principal and interest payment date for the Bonds, from the annual levy of an ad valorem tax or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest received from the Purchasers shall be deposited to the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income thereon, not expended for authorized purposes shall be deposited in the Bond Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

**SECTION 13. Security of Funds.** All money on deposit in the Funds for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Order.

**SECTION 14. Remedies in Event of Default.** In addition to all the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees particularly that in the event the County (a) defaults in the payments to be made to the Bond Fund or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the County and other officers of the County to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as



often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 15. Notices to Holders-Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 16. Cancellation. All Bonds surrendered for payment, transfer, redemption, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the County, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The County may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the County may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the County.

SECTION 17. Mutilated - Destroyed - Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the County and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the County and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the County or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the County shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the County may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the County, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

**SECTION 18. Sale of Bonds at Competitive Sale – Official Statement Approval – Use of Bond Proceeds.** The sale of the Bonds to \_\_\_\_\_ (the *Purchasers* and having all the rights, benefits, and obligations of a Holder) at the price of par, plus a premium of \$ \_\_\_\_\_, plus accrued interest to the date of delivery, is hereby confirmed. The Initial Bonds shall be registered in the name of Cede & Co. The Bonds were awarded to the bidder whose bid produced the lowest net interest cost to the County. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of sale.

Furthermore, the County hereby ratifies, confirms, and approves in all respects (i) the County's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated December 16, 2008, in the reoffering, sale and delivery of the Bonds to the public. The County Judge, County Clerk, County Treasurer, County Auditor and/or the County Attorney are further authorized and directed to manually execute and deliver for and on behalf of the County copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually executed by said officials shall be deemed to be approved by the Commissioners Court and constitute the Official Statement authorized for distribution and use by the Purchasers.

Proceeds from the sale of the Bonds shall be applied as follows:

A. Accrued interest in the amount of \$ \_\_\_\_\_ and the premium of \$ \_\_\_\_\_ received from the Purchasers shall be deposited into the Bond Fund.

(1) The balance of the proceeds derived from the sale of the Bonds shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds. This special construction account shall be established and maintained at the County's depository bank and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any

other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11.

**SECTION 19. Covenants to Maintain Tax-Exempt Status.**

A. **Definitions.** When used in this Section, the following terms have the following meanings:

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of

(1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and

(2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

B. **Not to Cause Interest to Become Taxable.** The County shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the County receives a written opinion of counsel nationally recognized in the

field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the County shall comply with each of the specific covenants in this Section.

C. No Private Use or Private Payments. Except to the extent that it will cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the County shall at all times prior to the last Stated Maturity of Bonds:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the County or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

D. No Private Loan. Except to the extent that it will not cause the Bonds to become "private activity bonds" within the meaning of section 141 of the Code and the Regulations and rulings thereunder, the County shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

E. Not to Invest at Higher Yield. Except to the extent that it will not cause the Bonds to become "arbitrage bonds" within the meaning of section 148 of the Code and the Regulations and rulings thereunder, the County shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

F. Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the County shall not take or omit to take any

action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

G. Information Report. The County shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

H. Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The County shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Outstanding Bond is discharged. However, to the extent permitted by law, the County may commingle Gross Proceeds of the Bonds with other money of the County, provided that the County separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the County shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The County shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the County shall pay to the United States out of the Bond Fund or its general fund, as permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The County shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

I. Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the County shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection H of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

J. Bonds Not Hedge Bonds.

(1) The County reasonably expects to spend at least 85% of the spendable proceeds of the Bonds within three years after such Bonds are issued.

(2) Not more than 50% of the proceeds of the Bonds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

K. Elections. The County hereby directs and authorizes the County Judge, County Clerk, County Auditor, and the County Treasurer, either or any combination of the foregoing, to make such elections in the Certificate as to Tax Exemption or similar or other appropriate certificate, form, or document permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds. Such elections shall be deemed to be made on the Closing Date.

L. Qualified Tax-Exempt Obligations. The County hereby designates the Bonds as *qualified tax-exempt obligations* for purposes of section 265(b) of the Code. In furtherance of such designation, the County represents, covenants and warrants the following: (a) during the calendar year in which the Bonds are issued, the County (including any subordinate entities) has not designated nor will designate obligations, which when aggregated with the Bonds, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) the County reasonably anticipates that the amount of tax-exempt obligations issued during the calendar year 2008 by the County (including any subordinate entities) will not exceed \$10,000,000; and (c) the County will take such action or refrain from such action as is necessary in order that the Bonds will not be considered "private activity bonds" within the meaning of section 141 of the Code.

SECTION 20. Control and Custody of Bonds. The County Judge shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Bonds pending their approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery of the Bonds to the Purchasers.

Furthermore, County Judge, County Clerk, County Auditor, County Treasurer, and the County's legal advisor, either or all, are hereby authorized and directed to furnish and execute such documents relating to the County and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the County's financial advisors, Bond

Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bonds to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 21. Satisfaction of Obligation of County. If the County shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the County to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The County covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 19).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the County or deposited as directed by the County. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such money was deposited and is held in trust to pay shall upon the request of the County be remitted to the County against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the County expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased

Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

SECTION 22. Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Fulbright & Jaworski L.L.P., as Bond Counsel, approving certain legal matters as to the Bonds, said opinion to be dated and delivered as of the date of initial delivery and payment for the Bonds. Printing of a true and correct copy of said opinion on the reverse side of each of the Bonds with appropriate certificate pertaining thereto executed by facsimile signature of the County Clerk of the County is hereby approved and authorized.

SECTION 23. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the County nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 24. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 25. Order a Contract - Amendments - Outstanding Bonds. The County acknowledges that the covenants and obligations of the County herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Holders from time to time, shall be binding on the County and its successors and assigns, and shall not be amended or repealed by the County so long as any Bond remains Outstanding except as permitted in this Section. The County may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the County may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided; however, that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 26. Benefits of the Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the County, Bond Counsel, the Paying Agent/Registrar, the Purchasers, and the Holders any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the County, Bond Counsel, the Paying Agent/Registrar, the Purchasers, and the Holders.



SECTION 27. Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

SECTION 28. Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 29. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 30. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 31. Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court.

SECTION 32. Authorization of Paying Agent/Registrar Agreement. The Commissioners Court of the County hereby finds and determines that it is in the best interest of the County to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, and transferability of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit A and is incorporated herein by reference to the provisions of this Order.

SECTION 33. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 34. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the County or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 35. No Recourse Against County Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the County or any person executing any Bond.

## SECTION 36. Continuing Disclosure Undertaking.

### A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*NRMSIR*” means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time.

“*SEC*” means the United States Securities and Exchange Commission.

“*SID*” means any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

### B. Annual Reports.

The County shall provide annually to each NRMSIR and any SID, within six months after the end of each fiscal year ending in or after 2008, financial information and operating data with respect to the County of the general type included in the final Official Statement authorized by Section 18 of this Order, being the information described in Exhibit B hereto. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit B hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited financial statements for the applicable fiscal year to each NRMSIR and any SID, with the financial information and operating data and will file the annual audit report when and if same becomes available.

If the County changes its fiscal year, it will notify each NRMSIR and any SID of the change (and of the date of the new fiscal year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

### C. Material Event Notices.

The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

- (1) Principal and interest payment delinquencies;
  - (2) Non-payment related defaults;
  - (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
  - (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
  - (5) Substitution of credit or liquidity providers, or their failure to perform;
  - (6) Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
  - (7) Modifications to rights of holders of the Bonds;
  - (8) Bond calls;
  - (9) Defeasances;
  - (10) Release, substitution, or sale of property securing repayment of the Bonds;
- and
- (11) Rating changes.

The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with this Section by the time required by this Section.

**D. Limitations, Disclaimers, and Amendments.**

The County shall be obligated to observe and perform the covenants specified in this Section with respect to the County and the Bonds while, but only while, the County remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the County in any event will give the notice required by subsection C hereof of any Bond calls and defeasance that cause the County to be no longer such an “obligated person”.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete

presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall constitute a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The County may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the County also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

### SECTION 37. Book-Entry Only System.

It is intended that the Bonds initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York, or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bonds described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The County and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit C (the *Representations Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the County determines that DTC is incapable of discharging its responsibilities described herein and in the Representations Letter, (b) the Representations Letter shall be terminated for any reason, or (c) DTC or the County determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the County shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the County may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the County, or such depository's agent or designee, and if the County and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representations Letter.

**SECTION 38. Further Procedures.** The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, and the Official Statement. In addition, prior to the initial delivery of the Bonds, the County Judge, or the County Clerk and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the County whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

**SECTION 39. Effective Date.** This Order shall be in force and effect from and after its final passage and it is so ordered.

PASSED AND ADOPTED on the 16<sup>th</sup> day of December, 2008.

HAYS COUNTY, TEXAS

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County Judge

ATTEST:

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County Clerk and Ex-Officio  
Clerk of the Commissioners Court

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(SEAL OF COMMISSIONERS COURT)

Exhibit A - Paying Agent/Registrar Agreement  
Exhibit B – Description of Annual Financial Information  
Exhibit C – DTC Letter of Representations

**EXHIBIT A**

**Paying Agent/Registrar Agreement**

See Tab No.



## **EXHIBIT B**

### **Description of Annual Financial Information**

The following information is referred to in Section 36 of this Order.

#### **Annual Financial Statements and Operating Data**

The financial information and operating data with respect to the County to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

1. The County's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the County referenced in the Official Statement, but for the most recently concluded fiscal year.
2. Table I of the Official Statement and in Appendix B – Excerpts from the Hays County, Texas Annual Financial Report.

#### **Accounting Principles**

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to 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 consider the approval of the Texas Tuition Promise Fund as a payroll deduction**

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

**PREFERRED MEETING DATE REQUESTED: December 16, 2008**

**AMOUNT REQUIRED: none**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Michele Tuttle**

**SPONSORED BY: Ingalsbe**

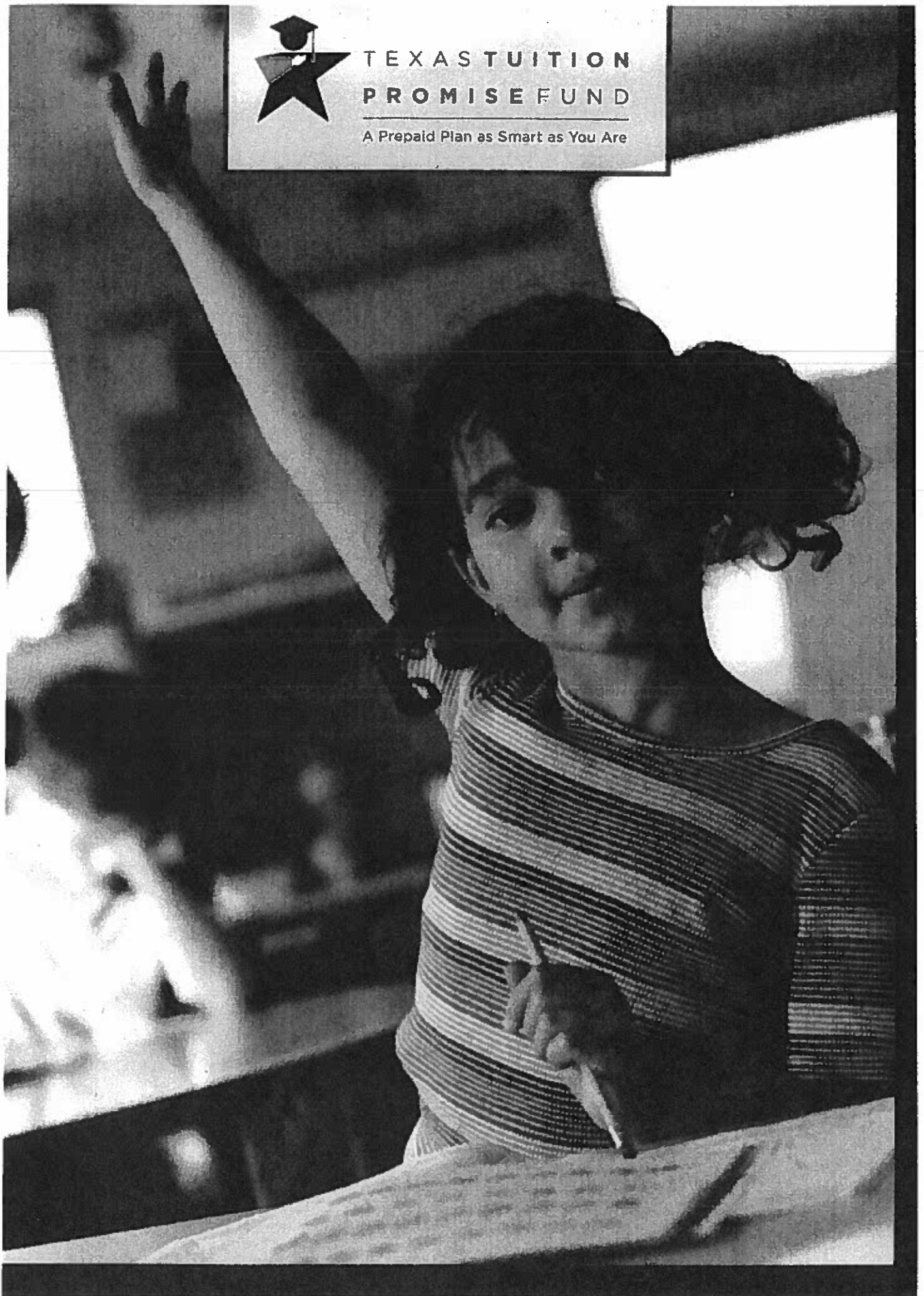
**SUMMARY: the Texas Tuition Promise Fund assists in planning your child's college education fund. This is a simple plan that allows you to choose how you will pay (lump sum, installment plan or pay-as-you-go) and it locks in current college rates. Hays County used to offer the Texas Tomorrow Fund to our employees as a payroll deduction, but that program has not been accepting new applicants since 2001**

**Our goal is to encourage our employees to save for college tuition for their children by payroll deduction. Maricela Arce from the State Comptroller's has offered to come speak to our Hays County employees and explain thoroughly and answer any questions regarding this new program.**



# TEXAS TUITION PROMISE FUND

A Prepaid Plan as Smart as You Are





## Table of Contents

### Little Steps, Big Strides

#### 2 Meeting the Cost of College

### A Promising Start

#### 4 The Benefits of the Texas Tuition Promise Fund

### Build for Their Future

#### 5 Three Types of Tuition Units

### Different Budgets, Different Options

#### 8 Payment Options

### Let Us Guide You

#### 10 Frequently Asked Questions About the Texas Tuition Promise Fund

### Hit the Ground Running

#### 12 Open an Account Today



**W**e all enjoy watching our children grow as they conquer the world step by step. We stand in awe as their first words develop over time into powerful voices expressing complex ideas.

As a parent, you are committed to doing all you can to help your children reach their full potential. And you know that an increasingly important—and increasingly expensive—part of doing so is providing the resources for a college education. You have the building blocks to do this with the Texas Tuition Promise Fund, a new prepaid tuition plan sponsored by the state of Texas through the Texas Comptroller of Public Accounts.

Just as small steps later lead to big strides, the move you make to prepay tuition will help pave the way for your child's success. And you will feel good knowing you are paying today's prices for tomorrow's education. With flexible options for every budget, it's a plan as smart as you are. Watch your children and your savings grow as you enjoy the promise of the future.

Go ahead, dream as big as you want, this is Texas.

Sincerely,

A handwritten signature in black ink that reads "Susan Combs".

Susan Combs  
Texas Comptroller of Public Accounts  
Chair, Texas Prepaid Higher Education Tuition Board

# Meeting the Cost of College

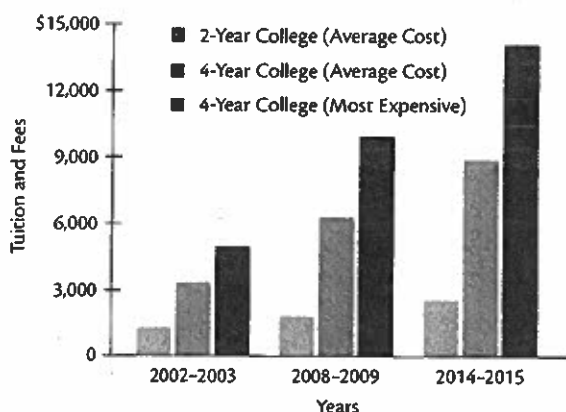
**A**s the cost of tuition continues to increase, parents in Texas are looking beyond traditional savings accounts for different ways to help them afford the growing cost of a college education. Some may consider using traditional investment vehicles, such as mutual funds, or stocks and bonds to save for college. However, many factors, such as a lack of familiarity with mutual funds or the stock market, or concerns about the challenge of choosing and managing investments, may keep others from this option.

## A Smart Way to Pay for College

The **Texas Tuition Promise Fund (the Plan)**, a 529 prepaid plan sponsored by the state of Texas, offers an alternative. The Plan allows you to start paying for college tuition now, based on prices determined by today's tuition costs. Starting to pay now may provide complete protection against rising tuition costs.

The Texas Tuition Promise Fund covers **tuition and required fees** at eligible colleges and universities.<sup>2</sup>

## The growing cost of one year of college education in Texas



a. Data from the Southern Regional Education Board was used for the computations of the 2002-2003 averages. Data from the Texas Higher Education Coordinating Board was used for the computation of the 2008-2009 averages.  
b. The numbers for 2014-2015 were calculated by using the 2008-2009 numbers and increasing them by 6% annually over six years.

## Plan Basics

The Plan allows you to buy tuition units at prices set today. The units entitle your beneficiary to a fixed number of semester hours at Texas public colleges and universities, regardless of the future cost per semester hour. Any U.S. citizen or legal resident 18 years and older can open an account, as long as the child who is the account beneficiary is a Texas resident. If the child is not a Texas resident, his or her parent must be the purchaser and a Texas resident.

When your beneficiary begins college, your units may be used to cover all, or a portion of, the undergraduate resident tuition and required fees at Texas public colleges and universities, as well as private colleges in Texas and schools throughout the U.S.<sup>1</sup>

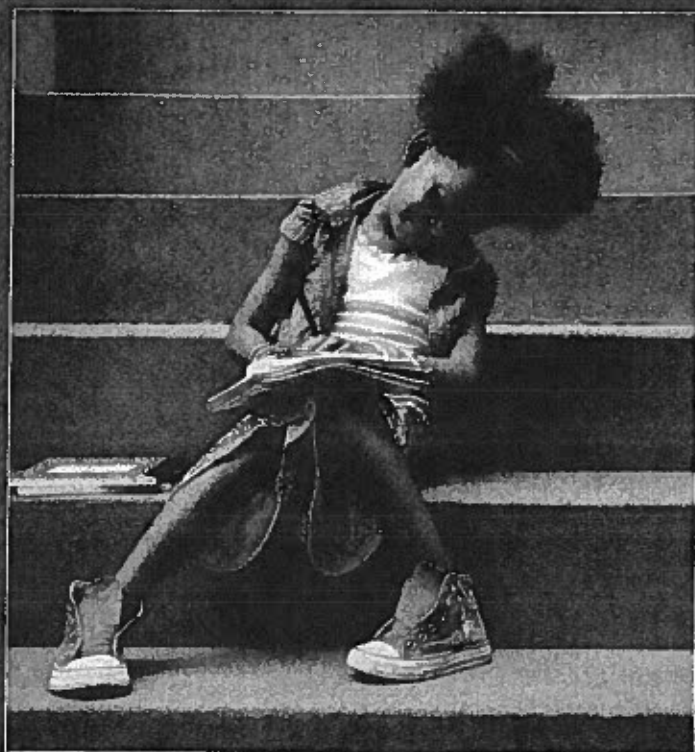
Once you choose to purchase a tuition contract from the Texas Tuition Promise Fund, you simply need to:

1. **Choose a tuition unit type (see page 5)**
2. **Select your payment plan option (see page 8)**
3. **Decide how many tuition units you want to purchase**

You may enroll in the Plan any time between September 1 and February 28 (February 29 in leap years).

1. Because out-of-state and private colleges may be more expensive than in-state public colleges and universities, the value of your units may not cover the total cost of tuition and required fees at such schools.
2. Required fees are those fees that must be paid by all students as a condition of enrollment in the college or university. They do not include course-specific fees such as equipment usage or lab fees.





As time marches on,  
the Texas Tuition  
Promise Fund may  
help you stay one  
step ahead.

Their dreams. Your promise. Our plan.

# The Benefits of the Texas Tuition Promise Fund

**T**he Texas Tuition Promise Fund offers benefits that can help you work toward the education your child deserves.

## A Measure of Protection Against Rising Tuition Costs

The Plan allows you the opportunity to start paying for future college tuition and required fees based on prices determined today—providing varying levels of protection against rising tuition costs across three tuition unit types.

## Affordability

You may tailor your purchase to your budget by choosing from the three tuition unit types, and a variety of payment plans. The Plan offers the flexibility of selecting more than one type of tuition unit and it does not lock you in once you've made your decision. Depending on your financial situation now, and as you continue to add units to your contract in the future, you may choose to purchase tuition units of one, two or all three types.

## Choice of College

While the cost of tuition units is based on Texas public colleges and universities, your child may also use the tuition units to pay for a portion of undergraduate tuition and required fees at private colleges in Texas, as well as eligible educational institutions throughout the U.S.<sup>3</sup>

## Control

As the purchaser, the Plan remains in your name for the life of the contract. If your child decides not to pursue a college education, you may change the beneficiary to another member of the current beneficiary's family without penalty,<sup>4</sup> make a nonqualified withdrawal,<sup>5</sup> or transfer the balance to a 529 college savings plan, such as the Texas College Savings Plan<sup>SM</sup> or the LoneStar 529 Plan,<sup>SM</sup> so that the money can be used for graduate school, books or room and board.

## Gift and Estate Tax Planning Advantages

Anyone can contribute to your beneficiary's Texas Tuition Promise Fund account, including grandparents and friends of the family.

The Plan also offers additional gifting and estate planning advantages.<sup>6</sup> Please see the Plan Description for details.

3. If your child chooses to use the tuition units at private colleges in Texas or a college or university outside of Texas, the tuition units will be converted at a value that is the lesser of: 1) an amount equal to the current cost of tuition and required fees covered by redeeming the number and type of units a beneficiary would be redeeming to attend a Texas general academic teaching institution, or Texas two-year institution of higher education at the Type I, II or III values in that current year, or 2) the total purchase price of units being redeemed plus the portion of total net return (positive or negative) on assets of the Plan attributable to that amount. You or your beneficiary will need to make up any uncovered portion of the tuition and required fees.

4. See Plan Description for details. Consult your tax advisor to determine whether such a change creates a taxable gift or other adverse tax consequences for you or your beneficiary.

5. When withdrawals are used for purposes other than qualified higher education expenses, the earnings portion of the withdrawal is subject to federal income tax, an additional 10% federal tax penalty and any state and local income tax, if applicable.

6. Subject to certain limitations.



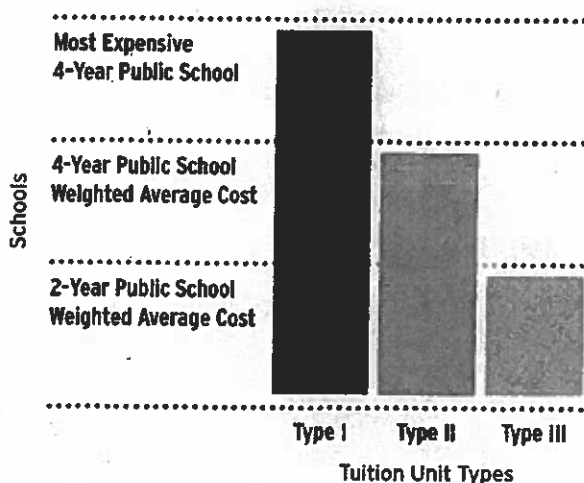
# Three Types of Tuition Units



**T**he Texas Tuition Promise Fund provides three types of tuition units to choose from as you work to secure your child's opportunity for a college education.

## How will you build toward their future?

Costs Covered by the Three Tuition Unit Types



**Weighted Average Cost of Tuition:** Each year, the Plan looks at the average cost of a year's tuition and required fees at all Texas public colleges and universities. The average is then adjusted based on attendance at each school to determine a weighted average tuition.<sup>7</sup>

### TYPE I: All-Texas College Units

**100 units = 30 semester hours = 1 academic year** at the most expensive Texas public college or university<sup>8</sup>

Type I units can be used to pay for undergraduate resident tuition and required fees at any four-year Texas public college or university, including the most expensive.

If the cost per semester hour at your child's chosen school is less than the cost at the most expensive public institution, the difference remains in your account. (See "What happens if I have more tuition units than my beneficiary needs or he/she doesn't attend college?" on p. 11 for your options should this occur.)

### TYPE II: Texas 4-Year College Units

**100 units = 30 semester hours = 1 academic year** at a 4-year Texas public college or university with tuition prices at the weighted average cost<sup>8</sup>

Should your budget not allow for Type I units, you may want to consider the less expensive Type II tuition units. These units are priced to represent the weighted average cost of undergraduate tuition and required fees paid by full-time in-state students at four-year public colleges and universities in Texas.

7. The weighted average cost of tuition is calculated by: 1) multiplying the tuition at each Texas four-year public college or university by the number of full-time equivalent in-state students enrolled at that school; 2) totaling the results; and 3) dividing that total by the number of full-time equivalent in-state students enrolled at all four-year public colleges and universities in Texas. A separate, but identical calculation is performed for two-year public junior/community colleges based on in-district tuition and required fees.

8. Some colleges and universities, and certain programs, may require more than 30 semester hours per school year.

## Value of Type II Tuition Units

No matter how high tuition costs have risen in Texas, if your child's chosen school is at or below the weighted average cost of tuition when your child starts college, tuition and required fees are fully covered.

The value of your tuition units is especially important if your child chooses a school with tuition costs higher or lower than the weighted average cost of tuition at that time. If the cost per semester hour at your child's chosen school is higher than the weighted average cost of tuition, you will have to pay the difference. However, if the cost per semester hour at your child's chosen school is lower than the weighted average cost of tuition, the difference remains in your account. (See "What happens if I have more tuition units than my beneficiary needs or he/she doesn't attend college?" on p. 11 for your options should this occur.)

## TYPE III: Texas Junior College Units

**100 units = 30 semester hours = 1 academic year** at a 2-year Texas public college or university with tuition prices at the weighted average cost<sup>8</sup>

The least expensive of the three unit types, Type III units cover the weighted average cost of undergraduate tuition and required fees paid by full-time in-state students at two-year public colleges in Texas.

## Value of Type III Tuition Units

As with Type II units, no matter how high tuition has risen in Texas, if your child's chosen school is at or below the weighted average cost of tuition when your child starts college, tuition and required fees are fully covered.

The value of your tuition units is especially important if your child chooses a school with tuition costs higher or lower than the weighted average cost at that time. If the cost per semester hour at your child's chosen school is higher than the weighted average cost of tuition, you will have to pay the difference. However, if the cost per semester hour at your child's chosen school is lower than the weighted average cost of tuition, the difference remains in your account. (See "What happens if I have more tuition units than my beneficiary needs or he/she doesn't attend college?" on p. 11 for your options should this occur.)

## How much tuition and required fees would 100 units cover?

Type of College	Type I All-Texas College Units	Type II Texas 4-Year College Units	Type III Texas Junior College Units
<b>Most Expensive Texas Public College</b>	<b>All.</b> No extra money needs to be paid by you.	<b>Some.</b> You make up the difference.	<b>Some.</b> You make up the difference.
<b>College Above Weighted Average Cost</b> (Pertains to Types II and III)	<b>All.</b> The difference remains in your account or can be refunded.	<b>Some.</b> You make up the difference.	<b>Some.</b> You make up the difference.
<b>College at Weighted Average Cost</b> (Pertains to Types II and III)	<b>All.</b> The difference remains in your account or can be refunded.	<b>All.</b> No extra money needs to be paid by you.	<b>All.</b> No extra money needs to be paid by you.
<b>College Below Weighted Average Cost</b> (Pertains to Types II and III)	<b>All.</b> The difference remains in your account or can be refunded.	<b>All.</b> The difference remains in your account or can be refunded.	<b>All.</b> The difference remains in your account or can be refunded.

See the pricing schedule found in your enrollment kit and at [www.texastuitionpromisefund.com](http://www.texastuitionpromisefund.com) for current tuition unit prices.



We offer three ways  
to help you provide the  
support they'll need  
to reach their potential.

Their dreams. Your promise. Our plan.

# Payment Options



**T**he next decision you need to make is what type of payment plan works best for your budget. Regardless of which payment plan you select, your account must be open at least three years from the initial payment due date in order to use your tuition units to pay for tuition and required fees.

Tuition unit prices are set annually, and remain valid during the Plan's sales period from September 1 through August 31 each year. (See the pricing schedule found in your enrollment kit and at [www.texastuitionpromisefund.com](http://www.texastuitionpromisefund.com) for current tuition unit prices.)

Your first payment will be due May 1 of the first year of the contract. You may make your payments via check, money order or cashier's check, or have the money transferred electronically from your checking or savings account. Once enrolled, you can purchase more tuition units any time from September 1 through August 31.

## Lump Sum Plan

The Lump Sum Plan allows you to purchase a minimum of 25 Type I or 50 Type II or Type III tuition units, up to the dollar value equivalent of 600 Type I tuition units with one payment, locking in the unit price for that sales period.

## Installment Plan

In contrast to the Lump Sum Plan, the Installment Plan allows you to enter into a contract to purchase a set number of tuition units and pay for them over a period of time. You can purchase from 25 Type I or 50 Type II or Type III tuition units, up to the dollar value equivalent of 600 Type I tuition units at a price that is locked in for the duration of that contract. While you may make certain changes, including adding more tuition units, switching to another type of unit or changing the frequency of your payments, you must continue to make all payments on each due date, until the end of the contract, or risk late fees or cancellation penalties.

As with any installment payment plan, such as one for the purchase of a new couch or a flat screen TV, your installment payments will include an annual interest component at a rate set every year by the Texas Prepaid Higher Education Tuition Board.

When selecting the duration of your contract, it's important to note that the contract must be paid in full in order to use your tuition units to pay your beneficiary's tuition and required fees.

You may choose to pay a greater amount than your regularly scheduled payment, including prepaying for all tuition units remaining under the contract, at any time, without penalty.

**Should you choose the Installment Plan, you must decide:**

### 1. Payment Frequency

The plan allows monthly or annual payments.

### 2. Contract Length

- 5 years
- 10 years
- Based on the beneficiary's age and projected high school graduation date

## Pay-As-You-Go Plan

Under the Pay-As-You-Go Plan, you may choose to purchase anywhere from one tuition unit (to establish the account) to the dollar value equivalent of 600 Type I tuition units. You do not have to decide the number of tuition units to be purchased beforehand. After your initial purchase of at least one tuition unit, you may purchase additional units, or fractions of units, during any sales period. Additional purchases must be made in amounts of \$15 or more.

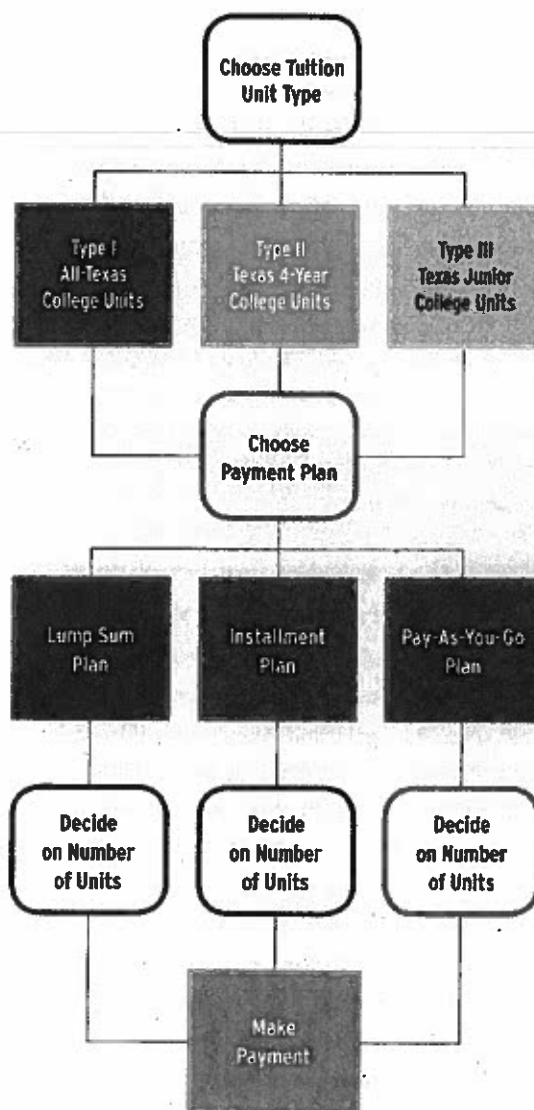
While the Pay-As-You-Go Plan offers the flexibility to purchase tuition units on your schedule, the price will be based on the tuition unit price in effect when your payment is received, and will change from enrollment period to enrollment period.

**Need help building a plan?** Use our online calculator to research the various unit pricing and payment options available through the Texas Tuition Promise Fund. Visit [www.texastuitionpromisefund.com](http://www.texastuitionpromisefund.com) to get started.

## Building your prepaid plan

Steps to take. Decisions to make.

Once you've decided the Texas Tuition Promise Fund is the right way for you to help build toward your child's future...



# Frequently Asked Questions About

## **What does the Texas Tuition Promise Fund pay for?**

The Plan can help pay for all, or a portion of, the undergraduate resident tuition and required fees at public colleges and universities in Texas, as well as private colleges in Texas and out-of-state institutions. It does not cover room and board, transportation, books, laboratory fees or other fees required for specific courses.



## **Must I live in Texas to purchase tuition units?**

Any U.S. citizen or legal resident 18 years and older may open a contract or purchase tuition units for an existing account, as long as the child who is the contract beneficiary is a resident of Texas at the time of the purchase. If the child is not a Texas resident, one of the child's parents must be the purchaser and a resident of Texas when the purchase is made. That means parents, grandparents, aunts, uncles or even family friends can help contribute to a child's future education if residency requirements are met.

## **What is the maximum number of units I can purchase per beneficiary?**

For Type I units, the maximum number of tuition units that may be purchased and assigned to a single beneficiary is 600 units. For Type II and Type III units, the maximum number of tuition units that may be purchased and assigned to a single beneficiary is an approximate dollar equivalent of 600 Type I units. These limits apply to all purchases for the same beneficiary, regardless of who the purchasers may be.

## **How many accounts can I open?**

You can open multiple accounts, provided the total number of tuition units purchased for a given beneficiary does not exceed the maximum allowable by the Plan. Please see the Plan Description for additional information.

## **What are the fees associated with this plan?**

There is a one-time nonrefundable administrative fee of \$25 to enroll in the Plan. If the purchaser has an existing account for the same beneficiary, the administrative fee is not charged for additional accounts. There may also be fees for late payments, returned payments, wire transfers, overnight deliveries and other special requests.

## **Can I increase or decrease the amount of tuition units in my account?**

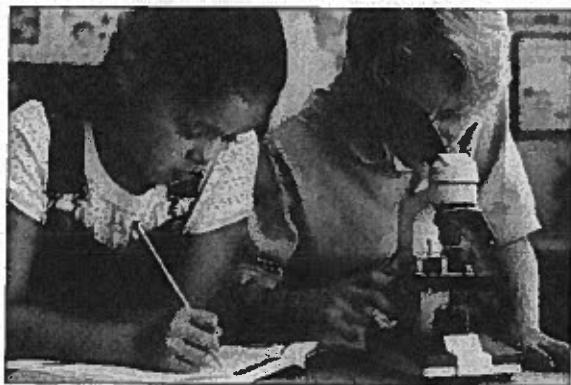
Yes.

- You can increase the amount of tuition units in your account if you are still in the same enrollment or sales period as when you opened your original contract. Any additional purchases after this period would require a new contract and would be based on the tuition unit price in effect at that time
- You can decrease the number of units in your contract at any time. Your current payment method (installment or pay-as-you-go) will dictate how this contract amendment will be calculated and whether you will receive a refund or an adjusted pay schedule

Please review the Plan Description for more information.



# the Texas Tuition Promise Fund



## **What happens if I have more tuition units than my beneficiary needs or he/she doesn't attend college?**

If you have accumulated more tuition units than you need to cover tuition and required fees, you can:

- Change the beneficiary of your contract to a member of the current beneficiary's family. See the Plan Description for details and consult your tax advisor to determine whether such a change creates a taxable gift or other adverse tax consequences for you or your beneficiary
- Transfer the value of unused tuition units to a 529 college savings plan, such as the Texas College Savings Plan<sup>SM</sup> so that the money can be used for graduate school, books or room and board
- Request a refund and withdraw the value of unused tuition units. Federal income taxes and an additional 10% federal tax on the earnings as well as any state or local taxes may apply

## **What if my beneficiary attends a school that is not covered by the Plan?**

If your beneficiary attends a school that isn't covered by the Plan, you may request, in writing, that the Texas Prepaid Higher Education Tuition Board issue a refund of the initial purchase price paid plus any increase in the value of your units calculated at a rate set by the Board. Any increase in value will be subject to taxes and penalties. Depending on the school chosen, the refunded amount may not cover the costs of tuition.

## **If I cancel my contract, who will receive the refund and how much will be refunded?**

The purchaser of the contract receives the refund upon cancellation. The value of the refund depends upon a number of factors, including the timing of the refund and the reason for cancellation.

- For all units held at least three years, the purchaser will receive a refund of the initial purchase price paid plus earnings, if any, including interest earned at a rate set by the Board, minus any outstanding fees imposed by the Plan
- Any refunds given prior to the mandatory three-year holding period will receive a reduced refund value. It will be the lesser of initial contributions, or the current market value (as defined in the Plan Description) of contributions made, minus any outstanding fees imposed by the Plan
- Withdrawals not used for qualified higher education expenses may be subject to federal, state and local income taxes. Additionally, the increase in the value of your units included in the withdrawal would be subject to an additional 10% federal income tax penalty, as well as any state or local taxes that might apply



For a more comprehensive list of questions and answers, please visit the website at [www.texastuitionpromisefund.com](http://www.texastuitionpromisefund.com).

# Open an Account Today

It's simple to start building toward your child's education with the **Texas Tuition Promise Fund**.

You may enroll in the Plan any time between September 1 and February 28 (February 29 in leap years). The enrollment period extends through July 31 for children under one year of age.

The fastest, most convenient way to open an account is to visit [www.texastuitionpromisefund.com](http://www.texastuitionpromisefund.com) today to:

- Open an account directly through the website
- Download enrollment forms
- Order an enrollment kit

You may also order an enrollment kit and have questions answered by calling a Customer Service Representative at **1.800.445.GRAD (4723), option 5**.

## Mark your calendar

Important Dates for  
Texas Tuition Promise Fund Purchasers

### 9/1-2/28 (2/29 in Leap Years) Enrollment Period

Accounts may be opened *only* during this time for most beneficiaries. For beneficiaries under one year of age, the enrollment period is extended through July 31.

### 9/1-8/31 Sales Period

This period defines the time frame when the current tuition unit price is valid, and when, once enrolled, you can purchase tuition units. This is especially relevant if you select the Pay-As-You-Go or Lump Sum Plans. (See the pricing schedule found in your enrollment kit and at [www.texastuitionpromisefund.com](http://www.texastuitionpromisefund.com) for current tuition unit prices.)

### 5/1 Initial Payment Due Date

The first payment is due May 1 for all types of payment plans. For beneficiaries under one year of age, the initial payment due date will be roughly 90 days from the date the application is received.



We'll keep our promise  
so that you can help your  
children achieve *theirs*.



**The Texas Tuition Promise Fund**, a 529 prepaid plan sponsored by the state of Texas, provides a smart way to start paying for undergraduate college tuition now. The Plan offers three different types of tuition units to help you build for your child's education, and a variety of payment options to suit any budget.

Find out more and enroll online at **[www.texastuitionpromisefund.com](http://www.texastuitionpromisefund.com)**.

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This material is provided for general and educational purposes only, and is not intended to provide legal, tax or investment advice, or for use to avoid penalties that may be imposed under U.S. federal tax laws. Contact your attorney or other advisor regarding your specific legal investment or tax situation.

The Texas Tuition Promise Fund™ is established and maintained by the Texas Prepaid Higher Education Tuition Board. OFI Private Investments Inc., a subsidiary of OppenheimerFunds, Inc., is the plan manager. Some states offer favorable tax treatment to their residents only if they invest in the state's own plan. Investors should consider before investing whether their or their designated beneficiary's home state offers any state tax or other benefits that are only available for investments in such state's qualified tuition program and should consult their tax advisor. The Contracts are not deposits or other obligations of any depository institution. Neither a Contract nor any return paid with a refund is insured or guaranteed by the FDIC, the state of Texas, the Texas Prepaid Higher Education Tuition Board, any other state or federal governmental agency or OFI Private Investments Inc. or its affiliates. The Contracts have not been registered with the U.S. Securities and Exchange Commission or with any state.

Purchasers should carefully consider the risks, administrative fees, service and other charges and expenses associated with the Contracts. The Plan Description and Master Agreement contain this and other information about the Plan, and may be obtained by visiting [www.texastuitionpromisefund.com](http://www.texastuitionpromisefund.com) or calling 1.800.445.GRAD (4723). Purchasers should read these documents carefully before purchasing a Contract.

Participation in the Texas Tuition Promise Fund does not guarantee admission to any college or university.

"Texas Tuition Promise Fund" is a service mark (registration pending) of the Texas Prepaid Higher Education Tuition Board. All rights reserved.

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TP0000.001.0508 September 10, 2008



Susan Combs Texas Comptroller of Public Accounts



**OFI Private Investments**  
The Right Way to Invest

## *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 hire a Construction Coordinator above the 25<sup>th</sup> percentile.**

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

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

**PREFERRED MEETING DATE REQUESTED: December 16, 2008**

**AMOUNT REQUIRED: budgeted**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Borcharding**

**SPONSORED BY: Sumter**

**SUMMARY:** Construction Coordinator position is a new position for FY09 which will oversee contracted construction projects throughout the County, interpret plans, make recommendations, review plans submitted for residential subdivision construction and make recommendations regarding drainage issues, floodplain issues and general constructability of the site. This applicant has a degree in Civil Engineering, is a registered PE and is a licensed land surveyor with experience in hydrology. Requesting approval of starting pay of \$60,000 (55<sup>th</sup> percentile) which was discussed and budgeted during budget workshops.

## *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 design of FM 110/San Marcos Loop**

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

**PREFERRED MEETING DATE REQUESTED: March 16, 2008**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Ingalsbe**

**SPONSORED BY: Ingalsbe**

**SUMMARY: This item was pulled a couple of weeks ago, but it is recommended by our Project Manager, that we go out for Proposals for this project.**

**All other pass-through project are underway, so I would like to get this project moving as quickly as possible**

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

**HAYS COUNTY**

**RFP #2009-P04**

**GENERAL CONDITIONS**

1. Hays County will be accepting sealed proposals for furnishing the services set forth in this Request for Proposals.
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 Proposals" 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.

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

**HAYS COUNTY**

**RFP #2009-P04**

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.
13. Any interpretations, corrections or changes to this RFP will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. Addenda will be mailed to all that are known to have received a copy of this request for proposal. Proposers shall acknowledge receipt of all addenda.
14. Proposals are due no later than 2:00 p.m., Tuesday, January 6, 2009 in the Hays County Purchasing Office, to the attention of Cindy Maiorka, 111 E. San Antonio St., Suite 101, San Marcos, Texas 78666.

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

**HAYS COUNTY**

**RFP #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.

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

**HAYS COUNTY**

**RFP #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 Proposals 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 Proposals 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 Proposals 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



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

**HAYS COUNTY**

**RFP #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

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

**HAYS COUNTY**

**RFP #2009-P04**

Hays County specifically requests that Respondents restrict all contact and questions regarding this RFP 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.

<b><u>Criteria</u></b>	<b><u>Points</u></b>
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., Tuesday, January 6, 2009.**

Hays County is an Affirmative Action and Equal Opportunity Employer.

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

**HAYS COUNTY**

**RFP #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 consider and approve the Scope of Work and Fees estimate by LAN for the Dacy Lane Improvements and to authorize Commissioner Ingalsbe and Special Counsel to negotiate a contract for same.**

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

**PREFERRED MEETING DATE REQUESTED: December 16, 2008**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED: TBD**

**REQUESTED BY: Ingalsbe**

**SPONSORED BY: Ingalsbe**

**SUMMARY:**

- LAN was initially hired by the City of Kyle and has been working on this project for quite some time.
- Because of their experience, the court approved partnering with Kyle to continue services with LAN.
- LAN conducted the public meeting with the property owners on Dacy Lane and developed alignments to be considered by the county and City.
- I believe it would be in the best interest of the County to continue with LAN due to their experience with this project.

## *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 and approve an alignment for Dacy Lane approved by the City of Kyle; and authorize Commissioner Ingalsbe and Special Counsel to negotiate an Interlocal Agreement with the City of Kyle for the construction of Dacy Lane.**

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

**PREFERRED MEETING DATE REQUESTED: December 16, 2008**

**AMOUNT REQUIRED: None at this time**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Ingalsbe / Barton**

**SPONSORED BY: Ingalsbe / Barton**

**SUMMARY:**

- On June 18, 2008 a public meeting was held in Kyle to gather input from property owners along Dacy Lane in reference to improvements the county has committed to in an interlocal agreement with Seton and the City.
- After seriously evaluating those comments and looking at the different alignments, LAN recommended Route B.
- This alignment was very appealing due to no homes being displaced and it was one that was less costly.
- In November, the Kyle City Council approved the recommended alignment based on the study conducted by LAN. Many in attendance were property owners on Dacy Lane.
- At this same meeting, the Kyle City Council verbally committed to contributing \$2 million towards this project.
- LAN will be presenting a short PowerPoint Presentation

Dacy Lane  
From: Bunton Rd (CR 130)  
To: Chapa Middle School (1,800' North of Bebee Rd (CR 122))  
County: Hays  
Project Description: Design Support Services, Phase I

Contract No.  
Work Authorization No.

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY THE COUNTY**

#### **PROJECT DESCRIPTION**

##### **EXISTING FACILITY**

The existing facility includes two local 11ft lanes with no shoulders with a usual ROW width of 40 feet.

##### **PROPOSED FACILITY**

The proposed improvements include the reconstructing to include 2-12ft inside lanes and 15ft outside lanes with 8ft shoulders and Concrete Curb and Gutter.

The COUNTY and the City of Kyle shall provide to the Engineer the following items/information, if needed:

##### **FC\_\_\_ RIGHT-OF-WAY ACQUISITION**

1. Provide coordination with City of Kyle for acquisition of needed tracts.
2. Provide assistance in contacting requested property owners.
3. Provide legal assistance for right of entry and acquisition of tracts

Dacy Lane  
From: Bunton Rd (CR 130)  
To: Chapa Middle School (1,800' North of Bebee Rd (CR 122))  
County: Hays  
Project Description: Final Design, Phase I

Contract No.  
Work Authorization No.

## **EXHIBIT A**

### **SERVICES TO BE PROVIDED BY THE COUNTY**

#### **PROJECT DESCRIPTION**

##### **EXISTING FACILITY**

The existing facility includes two local 11ft lanes with no shoulders with a usual ROW width of 40 feet.

##### **PROPOSED FACILITY**

The proposed improvements include the reconstructing to include 2-12ft inside lanes and 15ft outside lanes with 8ft shoulders and Concrete Curb and Gutter.

The COUNTY and the City of Kyle shall provide to the Engineer the following items/information, if needed:

#### **FC110 ROUTE AND DESIGN STUDIES**

1. Existing and Design year Traffic evaluations and projections
2. Provide Roadway Design Criteria
3. Coordinate with Adjacent Project Studies
  - a. Drainage Studies
  - b. Alignment Studies
  - c. Residential, commercial and industrial development plans
  - d. Existing Roadway Plans (Hard Copy and Electronically, if available)
  - e. Electronic Copy of Final Schematic Documents
4. Provide Background Information
  - a. Proposed typical Sections
  - b. Design Speeds
  - c. Current and Proposed Traffic Volumes
  - d. Existing Pavement Sections/Design
5. Attend Design Concept Conference

#### **FC160 ROADWAY DESIGN CONTROLS**

1. Provide Current and Projected Traffic Information
2. Provide proposed Pavement Design
3. Provide Current Special Specifications, Special Provisions, and General notes

#### **FC162 SIGNINGS, MARKINGS, & SIGNALIZATION**

1. Provide Standards for Signage and Pavement Markings in MicroStation or Clean Paper Copy if not using TxDOT standards.

#### **FC163 MISCELLANEOUS (ROADWAY)**

1. Copies of applicable County or City Standard sheets
2. Relay Approvals for Local, Regional, State and Federal Agencies and Provide Assistance to Obtain Necessary Data, Information, and Approvals from the Various Agencies.
3. Provide Reviews, Decisions and Directions Necessary to Permit the Project to Progress According to the Agreed upon project Schedule.



Dacy Lane  
From: Bunton Rd (CR 130)  
To: Chapa Middle School (1,800' North of Bebee Rd (CR 122))  
County: Hays  
Project Description: Design Support Services, Phase I

Contract No.  
Work Authorization No.

## EXHIBIT B

### SERVICES TO BE PROVIDED BY THE ENGINEER

The work to be performed under this contract shall consist of providing support services for the engineering required for the development of final plans, specifications and estimates, utility coordination, and traffic signals and related documents to reconstruct Dacy Lane in Kyle/Hays County Texas. The support services needed to accomplish the engineering include right-of-way (ROW) acquisition, surveying services, geotechnical investigation and environmental services. The proposed route is identified in the *Initial Route Selection Report* prepared by LAN, dated July 24, 2008.

To the extent possible, the Engineer will implement standards to support preparation of plans using MicroStation/ Geopak V8 CADD.

#### FC\_\_\_ RIGHT-OF-WAY ACQUISITION

1. Prepare Introduction Letters and provide Landowner Bill of Rights letters to each property owner..
2. Draft standard Offer Letters, Final Offer Letters, etc. for use (final approval of format by Hays County).
3. Draft standard instruments of conveyance, releases, affidavits, etc. for use (final approval of format by County).
4. Provide copies of all correspondence to City of Kyle and County.
5. Coordination with County staff as needed.
6. Maintain records of all payments to land owners.
7. Rights of Entry – Ownership research and contact land owners to secure written permission to enter onto property.
8. Title Curative Services – Obtain services of Title Company to provide title commitments and title policies.
  - Review Title Commitments
    - review restrictive covenants and other land restrictions
    - removal of non-pertinent abstracts of judgment and M&M liens
    - bankruptcy of intestacy research
    - curative of other complex title encumbrances
    - meet with Title Examiners
    - Oversee Deed record research
  - Perform QA/QC on all curative matters
    - review corporate resolutions, affidavits, lien releases, etc.
    - negotiate with owner and attorney as needed
  - Draft title documents
9. Negotiation Services including:
  - Pre-Offer Preparation consisting of: site inspections; review of ROW map(s); review of field notes/compare with ROW map(s); review of title report; review of appraisal; call owner to set up meeting, and; preparation of offer letter and offer package.
  - Initial Offer – meet with owner

- Post Offer Response including: troubleshooting; continual follow-up with property owners; Administrative Settlement Procedures (counteroffer consideration); preparation of Final Offer Letter (if needed), and; preparation of conveyance instruments/condemnation packet.
- 10. Appraisal Services including: ordering of appraisal; review of appraisal, and; obtain client approval of appraisal.
- 11. Closing Services including: ordering of updated commitment(s); preparation of payment requests; scheduling of closing(s); attendance of closing(s), and; preparation of closing documentation wrap-up.
- 12. Condemnation Support\* including;
  - Pre- Hearing Support consisting of the following:
    - order appraisal updates for hearing
    - review appraisal updates
    - file original petition with the County Court at Law
    - File Lis Pendens with the County Clerk's Office
    - File Order Appointing commissioners with the judge
    - Secure Oath of Commissioners and Order Setting Hearing, including provision of two (2) copies of Notice of Hearing
    - File all originals with Court and send copies to County Attorney/designee
    - Send copy of petition to Title Company
    - Set Commissioner's Hearing including the following: send written notice to Hays County; coordinate hearing date; coordinate a pre-hearing conference prior to the Hearing; serve Notices of Hearing to indicated parties; file the original notices with Court and send copies to County Attorney/designee, and; send reminder letter to all parties
  - Post- Hearing Support consisting of the following:
    - obtain signatures of Commissioners on Award of Commissioners and file with Court
    - obtain and distribute certified copies
    - request payment on amount of award
    - deposit award check in the Registry of the Court
    - send notices of the date of deposit
    - appear as expert witness as requested.

(\*Condemnation Support is included in fee schedule at an hourly rate and will be provided on an as needed basis.)

#### FC\_\_\_ SURVEYING SERVICES

1. Route Boundary Survey of existing Dacy Lane (CR 205), with a proposed 80' ROW width, with additional ROW primarily to be acquired from parcels on the west side. Boundary survey will be prepared in substantial accordance with the TSPS Category 1-B, Condition II requirements.
  - Prepare composite map showing existing ROW, subject tract parcels, and any easement information provided by the County, or listed in a commitment for title provided by County.
  - Locate and verify all boundary corners, and any material discrepancies will be reported.
  - All work will be based upon Texas South Central Zone State Plane Coordinate System.
2. Topographic and tree survey will be conducted and mapped showing visible improvements, visible utilities, one foot contour intervals, spot elevations, trees 8" diameter and larger, utility pipe sizes and flow lines when possible. Vertical information will be USGS, FEMA or other acceptable datum. Critical root zones (tree circles) will be shown in accordance with City of Austin standards (unless specific local standards are provided). This does not include utility research or plotting record utility line locations.
  - One-Call (or similar underground utility service) will be located with advance notification, and markings are in place at the time the field data is collected. County is responsible for coordinating with One-Call and any costs associated therewith shall be born by the County.

3. Survey related portions of individual parcel descriptions will be prepared, which will include metes and bounds description and accompanying sketch. This does not include staking parcel acquisition corners.
4. Survey related portions of individual easement descriptions will be prepared, which will include metes and bounds description and accompanying sketch. This does not include staking easement corners.
5. Collect cross-sections consisting of x, y and z values for Bunton Branch and its un-named tributary at grade breaks for sections along both creeks 500 feet upstream and downstream of the existing Dacy Lane alignment.

**FC\_\_\_ GEOTECHNICAL INVESTIGATION AND PAVEMENT THICKNESS DESIGN**

1. Perform field investigation of project route including drilling of borings using truck mounted drill rigs, as follows:
  - Pavements – consisting of borings every 500 feet to a depth of 5-feet, resulting in 20 borings totaling 100 feet of depth.
  - Culvert (un-named tributary to Bunton Branch) – consisting of 2 borings to a depth of 15-feet each and totaling 30 feet of depth.
  - Bridge (Bunton Branch crossing) – consisting of 2 borings to a depth of 55 feet each totaling 110 feet of depth.
  - Efforts assume no site clearing, grading or traffic controls are planned.
2. Laboratory tests will be conducted as follows:
  - Natural water content determinations;
  - Atterberg limits;
  - Partial gradation analyses;
  - Free swell tests – will be performed to classify soil strata and to evaluate plasticity and shrink/swell potential;
  - Soluble sulfate tests and pH lime series, and;
  - Unconfined compression tests – will be conducted on selected intact soil and /or rock specimens to evaluate the compressive strength of the subsurface strata.
3. Preparation of Engineering Report including engineering analyses of the results of the field and laboratory data will be made to develop foundation design criteria and construction recommendations for the bridge and culvert, and pavement thickness design and construction recommendations. Specifically, the report will include:
  - General subsurface conditions, discussion of site geology, boring logs with descriptions of strata and laboratory test results, and water levels obtained at the time of drilling;
  - Boring location plan;
  - Recommendations for bridge foundation type, including allowable bearing pressures and depths, and associated settlement;
  - Recommendations for culverts including allowable bearing pressures and equivalent lateral earth pressures;
  - Flexible pavement thickness design in accordance with TxDOT FPS-19 Design Methodology with mechanistic check, and based on provided traffic loading information, and;
  - General foundation and pavement construction and earthwork requirements.
  - An electronic (PDF) copy and four (4) hard copies of the report will be provided unless otherwise requested.

**FC\_\_\_ ENVIRONMENTAL SERVICES**

1. Prepare a Phase I environmental site assessment (ESA). The report and preparation

procedure will follow the guidelines in ASTM Standards on Environmental Site Assessments for Commercial Real Estate, *E1527-05 Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. The assessment will also be conducted in accordance with the U.S. Environmental Protection Agency's All Appropriate Inquiry (AAI) standards published in 2006. Preparation of the report will include the following:

- Comprehensive search of accessible records, including federal, state, local and tribal hazardous materials databases;
  - Review of all other readily available historical records;
  - Identification and review of any gaps in available data;
  - Visual inspection of the subject properties and adjacent properties;
  - Interviews with the Phase I ESA User (Hays County), current/past owners, facility managers and/or occupants and adjacent landowners, facility managers, and/or occupants where appropriate;
  - Interviews with available local and state agencies;
  - Environmental lien search for subject properties, and;
  - The findings of the records review, interviews and site inspection will be presented in Phase I ESA report; prepared by qualified environmental professional as defined in ASTM E1527-05 and the AAI Rule.
2. U.S. Army Corps of Engineers Jurisdictional Waters Delineation: conduct review of existing files and information relevant to the proposed project site. The review will include sources such as the National Wetland Inventory (NWI) mapping, the Natural Resource Conservation Service (NRCS) soil survey for Hays County, U.S. Geological Survey (USGS) topographic mapping, and aerial imagery as well as the following:
- Conduct a jurisdictional waters delineation following the technical standards and procedures described in the USACE Wetland Delineation Manual, Technical Report Y-87-1 (1987 Manual) and pursuant to current USACE-Fort Worth District methods and practices.
  - Investigate the project site and delineate any areas that possess the three (3) mandatory wetland parameters (hydrophytic vegetation, hydric soils and wetland hydrology).
  - Delineate any watercourse that possess an ordinary high water mark (OHWM)
  - Geographically reference features such as data points, wetland boundaries, and OHWM boundaries obtained during field investigation phase using a Trimble differentially-corrected global positioning system (GPS), or equivalent.
  - Record points, lines, and polygons associated with waters and wetlands determine dot be potentially jurisdictional in accordance with the USACE-Fort Worth District's Standard Operating Procedure (SOP) for Recording Jurisdictional Delineations using GPS.
  - Prepare a jurisdictional delineation report for submittal to the USACE; report will contain a description of the property, the methods employed in preparing the delineation and findings. Report will include field data sheets, on-site photographs, figures depicting the jurisdictional boundaries, and the appropriate data needed to comply with USACE-Fort Worth District's SOP for Recording Jurisdictional Delineations using GPS.
3. Intensive Cultural Resources Survey: conduct a thorough background archeological literature and records search for the proposed project site. An archeologist will search the Texas Archeological Sites Atlas (Atlas) online database for any previously recorded surveys and historic or pre-historic archeological sites located in or near the project site. The Atlas review will also include the following types of information: National Register of Historic Places (NRHP) properties, State Archeological Landmarks (SALs), Official Texas Historical Markers (OTHMs), Registered Texas Historic Landmarks (RTHLs), cemeteries, and local neighborhood surveys.
- Because project involves lands owned by political subdivision of the State of Texas (Hays

County and City of Kyle) the archaeological field investigations will require a Texas Antiquities Permit in compliance with the guidelines of the Antiquities Code of Texas. A permit application package including the requisite information and signatures by the political subdivision will be prepared and submitted to the Texas Historical Commission (THC).

- Upon completion of background review and permit obtained, archeological field survey will be conducted of the project site. Field survey will consist of walking entirety of project route. THC survey standards require excavation of 16 shovel tests per mile; the project will require a total of 22 shovel tests.
  - Any discovered or previously documented sites, both prehistoric and historic, will be documented on appropriate forms and plotted on USGS 7.5-minute topographic maps and appropriate project maps for planning purposes. Additional shovel tests will be excavated to define site boundaries within the project area. A non-collection survey will be conducted: artifacts will be tabulated, analyzed and documented in the field but not collected. Temporally diagnostic artifacts or discoveries will be collected. This policy will reduce or eliminate curation costs once the fieldwork is concluded.
  - Prepare draft report of investigations, once field survey is completed, for review by County and ultimately THC. Report will conform to THC, Council of Texas Archeologists, and Antiquities Code of Texas reporting standards. It will document the general nature of the project area, the methodology used in the investigations, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archeological survey, recommendations on the need for further efforts, and the potential significance of the cultural resources in regards to future development and State Archeological Landmark status.
  - Incorporate County comments and submit final draft to the THC and any other involved regulatory agency. The Texas Antiquities Code also requires that 20 copies of final reports be submitted once the project is completed. All recovered artifacts and documentation must be curated at an approved repository. If artifacts are recovered and curation is needed, the materials will be curated at the Center for Archeological Research at UTSA. Curation would require preparing artifacts (washing, labeling, cataloging, etc.) and paying a fee for storage space. Because proposal is for a non-collection survey, curation fees are not included in this scope. It is unlikely artifacts will be recovered; in the event artifacts are recovered a separate fee proposal will be provided.
4. Protected Species Habitat Assessment: conduct a habitat assessment on the subject route to inspect and describe vegetation communities and evaluate the potential for those communities to provide habitat for federal or state-listed species. Upon completion of field work, prepare report providing opinion of the potential for the habitats along the existing and proposed ROW to support protected species; effort includes site visit, letter report preparation and map depicting distribution of any protected species habitat located on or along proposed ROW.
  5. U.S. Army Corps of Engineers Jurisdictional Waters Permitting Strategy: The best environmental planning is to avoid and/or minimize impacts to jurisdictional wetlands and waters to the maximum extent possible. However, mitigation will be required for impacts that cannot be avoided. Successful permitting of the project will require careful environmental planning to meet the goals of the County and satisfy the USACE's requirements. A permitting strategy for the Dacy Lane crossing of Bunton Branch and its un-named tributary will be developed in close coordination with County staff.
    - Develop a detailed alternatives analysis of two (2) scenarios for accomplishing the project goals through either a nationwide permit (NWP) or an individual permit (IP) based upon the results of the jurisdictional delineation (Task 2, above). Alternatives analysis of each

scenario will include a comparison of scopes, cost estimates, conceptual mitigation plans, and timelines and USACE requirements. Upon selection of a permitting alternative a more specific scope will be developed for preparing and processing the USACE application.

**DELIVERABLES**

1. Phase I ESA
2. Jurisdictional Delineation Report for submittal to the USACE
3. Permit application package for Texas Antiquities Permit
4. Report of archeological field survey for submittal to Texas Historical Commission
5. Protected Species Habitat Assessment
6. Geotechnical Report including Pavement Thickness Design
7. Project route boundary and topographic and tree survey for use in project design
8. Parcel and easement descriptions for property acquisitions; estimated at 15 each and 20 each, respectively.
9. Rights of entry for affected project parcels
10. Drafts of standard instruments of conveyance, releases, affidavits, etc. for use by County.

**Services not included in the scope of work:**

1. Work extending outside of the study area.

**REFERENCES:**

1. Division of Highway Design Operations and Procedures Manual Part IIB - Environmental and Public Involvement Procedures During Project - Specific Planning and Development - TxDOT.
2. Flexible Pavement Design Manual - TxDOT.
3. Guide for the Design of Pavement Structures, 1996 - AASHTO.
4. Texas Manual on Uniform Traffic Control Devices - TxDOT.
5. Division of Right of Way, ROW Manual - Book I - TxDOT.
6. Division of Right of Way, ROW Manual - Book II - TxDOT.
7. Code of Federal Regulations, Title 23 - "Highway" - Federal Register.
8. Administrative Order No. 5-89 - Signing, Sealing and Dating of Engineering Documents - TxDOT.
9. Administrative Circular No. 26-91 - Minimum Signing, Sealing and Dating Procedures for Department Engineering Documents - TxDOT.
10. Administrative Circular No. 25-84 - Soils Information for High Mast Lighting, Overhead Sign Bridges, and Retaining Walls - TxDOT.
11. Administrative Circular No. 33-87 - Preliminary Retaining Wall Layouts to be submitted to Division of Bridges and Structures - TxDOT.
12. Administrative Circular No. 25-92 - Division of Bridges and Structures to be responsible for all geotechnical engineering support for foundations, retaining walls, and embankment stability and settlement - TxDOT.

**13. NOTES**

14. All services shall be in accordance with the above references, except where variances are permitted in writing by the State. The current references at the date of execution of this work authorization shall be used.
15. The Engineer is responsible for purchasing all references that are required for the project.

Dacy Lane  
From: Bunton Rd (CR 130)  
To: Chapa Middle School (1,800' North of Bebee Rd (CR 122))  
County: Hays  
Project Description: Final Design, Phase I

Contract No.  
Work Authorization No.

## **EXHIBIT B**

### **SERVICES TO BE PROVIDED BY THE ENGINEER**

The work to be performed under this contract shall consist of providing engineering services required for the development of final plans, specifications and estimates, utility coordination, and traffic signals and design for Goforth, FM 1626, Downing Way and Bebee Road intersections, and related documents to reconstruct Dacy Lane in Kyle/Hays County, Texas from Goforth Road to Chapa Middle School located approximately 1,800 feet north of the Bebee Road intersection. Dedicated left turn lanes including transitions will be provided for turns from Dacy Lane at each of the previously referenced intersections. The roadway improvements will be final designed through the City of Kyle's park site north of Bebee Road including a transition back to the existing pavement section adjacent to the southwest corner of the Chapa Middle School tract. Bid alternate will be provided to construct the pavement improvements through the Bebee Road intersection only.

The existing typical section consists of a local two lane section without shoulders. The proposed Dacy Lane typical section consists of an arterial section with two 12-ft inside lanes, and 15-ft outside lanes. The proposed typical section includes curb and gutter, storm sewer, and pedestrian elements. The proposed route is identified in the *Initial Route Selection Report* prepared by LAN, dated July 24, 2008.

To the extent possible, the Engineer will utilize TxDOT's standard drawings, standard specifications, special provisions and special specifications where City of Kyle standards and specifications may not be determined. The plans will be developed using MicroStation/ Geopak V8 CADD and the electronic files will be furnished to Hays County and the City of Kyle at the project's completion. Upon receipt of entirety of design survey (to be performed under separate authorization) information we anticipate submittal of 100% review plans to Hays County in eight (8) months.

#### **FC110 ROUTE AND DESIGN STUDIES**

1. Collect data relevant to project including: as-built plans, traffic data, and survey information and drainage reports.
2. Prepare preliminary cost estimate.
3. Attend design concept conference.
4. The Engineer will obtain and review data supplied by the City of Kyle and Hays County outlined in "Exhibit A". The Engineer and the Engineer's Sub-Consultants will also conduct field reconnaissance and collect data to identify items that may affect the geometric alternative.
5. Identify locations and areas where temporary construction easements may be required.
6. Evaluate context sensitive design alternatives for Dacy Lane.
7. The Engineer will prepare a 30% Roadway Schematic depicting roadway horizontal and vertical alignments, pavement widths, typical sections, right-of-way requirements, existing utilities, roadway striping and preliminary drainage.

#### **FC160 ROADWAY DESIGN CONTROLS**

1. Prepare existing and proposed typical sections.
2. Prepare vicinity map.

3. Develop plans, specifications and estimates. Two (2) plan sets will be submitted for City of Kyle and Hays County review at 60%, 90% and Final.
4. Show utility information on plans.
5. Develop design criteria data sheet.
6. Develop horizontal and vertical roadway centerline alignments.
7. Design at grade intersections with major roadway crossings.
8. Develop design cross sections and earthwork (excavation, embankment) quantities. Cross sections will be delivered on a 22" roll plot.
9. Develop signing and pavement marking quantities.
10. Determine potential utility conflicts.
11. Develop Final Cross-Sections.
12. Perform internal Quality Control reviews to provide quality and accuracy of design for this task.

#### **FC161 DRAINAGE**

1. Evaluate existing drainage conditions. Determine number and type of stream crossings; known crossings are Bunton Branch and its un-named tributary to the north.
2. Analyze hydrology and hydraulics of all stream crossings and storm sewer outfalls affected by proposed improvements.
3. Procure FEMA study if required and determine impacts on proposed project.
4. Develop drainage area map and discharge rates for overall project limits for roadway and first 200 feet of contributing area outside of proposed right-of-way and relate to current City of Kyle (FEMA) study. Determine 25, 50, and 100year discharge rates by methods defined in **TxDOT Hydraulic Manual**.
5. Determine 50, and 100year water surface elevations for the existing condition in Bunton Branch and its un-named tributary.
6. Determine 50, and 100year water surface elevations for proposed condition in Bunton Branch and its un-named tributary; Bunton Branch crossing shall assume implementation of proposed bridge structure.
7. Coordinate with the Plum Creek Conservation District on possible flood control dam improvements downstream of Dacy Lane.
8. Develop preliminary sizing of storm sewer system for development of storm sewer assignment in roadway section. Submit proposed storm sewer assignment location to City and County Engineer's for review and approval.
9. Develop preliminary sizing of culvert crossing at un-named tributary to Bunton Branch; culvert will be designed for 25-year storm event. 25-year and 100-year storm events will also be analyzed as part of the Bunton Branch analysis scope.
10. Prepare final storm sewer system(s) design to accommodate curb-and-gutter roadway section conveying 25-year storm event within curb section and with 100-year storm event contained within right-of-way.
11. Prepare final design of culvert at un-named tributary to Bunton Branch.
12. Develop details needed for construction of storm sewer and culvert improvements.
13. Develop storm sewer and culvert quantities.
14. Perform internal Quality Control reviews to provide quality and accuracy of design for this task.

#### **FC162 SIGNING, MARKINGS AND SIGNALIZATION**

1. Prepare Signing and Pavement Marking Layout
2. Prepare Summary of pavement markings.
3. Prepare small sign layout and details
4. Prepare summary of small signs



5. Prepare traffic signal layouts, elevations and phase diagrams.
6. Provide initial traffic signal timing
7. Prepare interconnect layouts

**FC163 MISCELLANEOUS (ROADWAY)**

1. Develop Misc. Roadway details.
2. Provide coordination of dry utilities relocations and develop utility layout sheets.
3. Prepare waterline relocation design for City's waterline from Goforth Rd. to its northern terminus.
4. Formulate Overall TCP Concepts
5. Develop TCP Narrative
6. Develop TCP Layouts 1"=100' Dbl Bank and details.
7. Develop TCP Quantities – Summary Sheet
8. Develop CPM Construction Schedule
9. Title and Index Sheet
10. Prepare Final Construction Cost Estimate
11. Special Specifications
12. General Notes
13. Assemble Plans for Submittals – 60%, 90% and Final
14. Attend Review Meetings – 90%
15. Assemble/Furnish CADD Files

**FC164 PROJECT MANAGEMENT/COORDINATION**

1. Attend kickoff meeting with Hays County and the City of Kyle staff.
2. Conduct monthly progress meetings with Hays County and the City of Kyle.
3. Conduct bi-weekly internal staff meetings.
4. Provide Design schedule. Update to be implemented as milestones change.
5. Perform internal Quality Control reviews to insure quality and accuracy of design for FC162 and FC163 tasks.
6. Provide written documentation of all meetings and coordination efforts, with requests for written objection if appropriate.
7. All submittals to be delivered to Hays County and the City of Kyle. City will distribute to utility companies and other stakeholders.
8. Sub-consultant management.
9. Prepare Progress Reports, Invoices and Design Schedule

**FC167 TRAFFIC SIGNAL WARRANT ANALYSIS AND DESIGN**

1. Conduct a field visit to review existing and planned intersection geometry and traffic control within the study area. Conduct a 12-hour manual turning movement count (TMC) at the intersection of Dacy Lane and Bebee Road as well as Dacy Lane at Goforth Road. Additional 24-hour Automated Traffic Recorder (ATR) counts at seven locations within the study area will also be conducted. Traffic count locations are as follows:
  - Dacy Lane and Bebee Road – 12-hour turning movements
  - Westbound Bebee Road east of Dacy Lane – 24-hour tube count
  - Eastbound Bebee Road west of Dacy Lane – 24-hour tube count
  - Southbound Dacy Lane north of Bebee Road – 24-hour tube count
  - Northbound Dacy Lane south of Bebee Road – 24-hour tube count
  - Dacy Lane and Goforth Road – 12-hour turning movements
  - Southbound Dacy Lane west of Goforth Road – 24-hour tube count

- Eastbound Goforth Road west of Dacy Lane – 24-hour tube count
  - Westbound Goforth Road east of Dacy Lane – 24-hour tube count
- Traffic count data and site visit photos will be included in TWSA report appendices.
2. Conduct a Traffic Signal warrant Analysis (TSWA) of observed conditions at the intersections of a) Dacy Lane and Bebee Road, and b) Dacy Lane and Goforth Road following the procedures presented in the 2006 Texas Manual of Uniform Traffic Control devices (TxMUTCD). Prepare a Draft Report summarizing the results of the TSWA including recommendations for any improvements deemed necessary. Note that no signal installation is a possible recommendation. Upon receipt of comments from Hays County, a Final Report will be prepared and provided to the County in both hardcopy and electronic format.
  3. If the intersections of a) Dacy Lane and Bebee Road and/or b) Dacy Lane and Goforth Road warrant the installation of a traffic signal, traffic signal plans will be prepared consistent with notes, details, and standards provided to non-site specific contractor using applicable Hays County, City of Kyle and TxDOT Standards. Plans will include the following sheets:
    - Completed Estimate and Quantities Sheet
    - Existing Conditions
    - Proposed Traffic Signal Layout Sheet
      - a. Proposed Traffic Signal Configuration
      - b. Proposed Vehicle Detection
      - c. Proposed Luminaries
      - d. Proposed Pavement Markings
      - e. Proposed Electrical Service Location
    - Proposed Wiring/Phasing Diagram Sheet (may include signing and special details)
    - Proposed Traffic Signal Intersection Approach Elevation Sheet
    - Proposed Pavement Marking Layout
    - Proposed Pedestrian Ramps Layout
    - Complete Foundation Summary Sheet TxDOT Standard Drawing TSFD-99
    - Completed TxDOT Standard Traffic Signal Support Structures Sheets (if necessary)

Traffic signal design plans will be submitted at 90% completion for Hays County review. Upon completion of their review, all agreed on comments will be incorporated. Should there be comments where County and ENGINEER are in disagreement, ENGINEER will confer with County staff to come to a resolution and then incorporate that resolution into the plans.

4. Two (2) review meetings, one (1) with County staff, and one (1) with City of Kyle staff, to review the draft TSWA and draft traffic signal design submittals are included as part of the Basic Scope of Services. These review meetings will be scheduled after submittal of the draft report and plans for County review and comment.
5. Perform internal Quality Control reviews to provide quality and accuracy of design for this task.

#### **FC170 BRIDGE DESIGN**

1. Prepare bridge layout plan and elevation drawing for review and approval by City of Kyle and Hays County Engineer and incorporate their review comments. Bridge layout shall incorporate Wincore generated soil boring plots and be in accordance with TxDOT Bridge Division Detailer's Manual and TxDOT design practices.
2. Prepare Bridge Design and Details upon review approval of Bridge Layout by City and County Engineer's. Bridge foundation design shall be in accordance with the TxDOT Bridge Division Geotechnical Manual. Bridge structure details will conform to standard TxDOT Bridge design criteria

and detailing practices. Bridge design will be in accordance with TxDOT and AASHTO LRFD design requirements. No architectural or aesthetic amenities are anticipated and not included in scope of services. Bridge design and detailing will account for the following special conditions:

- Special non-standard Bridge drawings, details and analysis on new bridge due to two stage bridge construction sequence. Existing roadway single lane to remain in service.
  - Special shoring plan and details at all bridge abutments due to existing vertical full height abutments transition to new 2:1 riprap slope requirements. Proposed new approach roadway profile should be higher than existing in service roadway.
3. Provide all of the bridge quantities by construction phase and the estimate of probable cost for the bridge for 60%, 90% and 100% submittals.
  4. Bridge Design Assumptions:
    - Overall bridge width to be approximately 56' wide to accommodate an approach roadway width of 54' wide face-to-face curb consisting of 2-12' lanes and 2-15' lanes with no center median.
    - Bridge design shall incorporate the two stage construction sequence by designing stage one half bridge width of 27' followed by stage two half of bridge width of 27'. Stage one bridge design will account for two lanes of ongoing traffic.
    - New bridge will replace a low water crossing consisting of a multiple CMP culvert on fill section.
    - Bridge location is in a rural location and with no significant building and utility conflicts.
    - Bridge design will not accommodate any pedestrian sidewalks or architectural aesthetic amenities.
    - Roadway and bridge will be on a straight bearing alignment with no vertical curve profile on bridge.
    - There shall be no stream crossing skewed alignment under bridge.
  5. Bridge layouts and structural details shall undergo quality review prior to each milestone submittal referenced previously. Quality control includes review of final bridge details with Bridge Design checklist and coordination with structural calculations prior to 100% PS&E submittal.
  6. Evaluate context sensitive design alternatives for Dacy Lane.

#### **FC364 BIDDING AND CONSTRUCTION PHASE SERVICES**

1. Prepare bid packages
2. Attend Pre-bid meeting
3. Attend bid opening
4. Prepare bid tabulation
5. Prepare bid award recommendation letter
6. Review and process shop drawings
7. Attend Pre-construction meeting
8. Attend monthly construction progress meetings
9. Review Contractor's monthly pay estimate
10. Prepare Change Order Requests
11. Prepare As-built drawings

#### **FC365 RESIDENT PROJECT REPRESENTATIVE SERVICES**

1. Provide resident project representative on-site for 5 days per week for duration of project construction anticipated to be fourteen (14) months.

#### **DELIVERABLES**

1. Phase I Construction plans, specifications and estimates
2. Phase I bid documents

3. Project design criteria data sheet.
4. Preliminary driveway profiles.
5. Estimate of Probable Construction Costs at each milestone deliverable.
6. Record Drawings

**Services not included in the scope of work:**

1. Work extending outside of the study area,
2. Development of detailed signal timing plans
3. Any additional traffic data collection,
4. Changes to the study area, and
5. Resident Project Representative services on weekends.

**REFERENCES**

1. Standard Specifications for Construction of Highways, Streets, and Bridges - TxDOT.
2. Special Provisions and Special Specifications - TxDOT.
3. PS& E Preparation Manual - TxDOT.
4. Division of Bridges and Structures Operation and Planning Manual - TxDOT.
5. Division of Bridges and Structures Hydraulic Manual - TxDOT.
6. Division of Bridges and Structures Design Examples - TxDOT.
7. Division of Bridges and Structures Bridge Design Guide - TxDOT.
8. Division of Bridges and Structures Detail Manual - TxDOT.
9. Division of Bridges and Structures Foundation Exploration and Design Manual TxDOT.
10. Standard Specifications for Highway Bridges - AASHTO.
11. Division of Highway Design Operations and Procedures Manual - TxDOT.
12. Division of Highway Design Operations and Procedures Manual Part IIB - Environmental and Public Involvement Procedures During Project - Specific Planning and Development - TxDOT.
13. A Policy on Geometric Design of Highways and Streets ("The Green Book") AASHTO.
14. Highway Capacity Manual Special Report 209 - Texas Research Board (TRB).
15. Technical Advisory T6640.8A - FHWA.
16. Noise Guidelines - TxDOT.
17. Air Quality Guidelines - TxDOT.
18. Flexible Pavement Design Manual - TxDOT.
19. Guide for the Design of Pavement Structures, 1996 - AASHTO.
20. Texas Manual on Uniform Traffic Control Devices - TxDOT.
21. Standard Highway Sign Designs for Texas - TxDOT.
22. Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals - AASHTO.
23. Utility Accommodation Policy - TxDOT.
24. Utility Manual -TxDOT.
25. Division of Right of Way, ROW Manual - Book I - TxDOT.
26. Division of Right of Way, ROW Manual - Book II - TxDOT.
27. Code of Federal Regulations, Title 23 - "Highway" - Federal Register.
28. Administrative Order No. 5-89 - Signing, Sealing and Dating of Engineering Documents - TxDOT.
29. Administrative Circular No. 26-91 - Minimum Signing, Sealing and Dating Procedures for Department Engineering Documents - TxDOT.
30. Administrative Circular No. 25-84 - Soils Information for High Mast Lighting, Overhead Sign Bridges, and Retaining Walls - TxDOT.
31. Administrative Circular No. 33-87 - Preliminary Retaining Wall Layouts to be submitted to Division

of Bridges and Structures - TxDOT.

32. Administrative Circular No. 25-92 - Division of Bridges and Structures to be responsible for all geotechnical engineering support for foundations, retaining walls, and embankment stability and settlement - TxDOT.

33. NOTES

34. All design shall be in accordance with the above references, except where variances are permitted in writing by the State. The current references at the date of execution of this work authorization shall be used.
35. The Engineer is responsible for purchasing all references that are required for the project.

**Work Authorization No. 1**

Denotes Project Duration between Month 6 and Month 15



EXHIBIT D - DACY LANE SUMMARY FEE PROPOSAL										
	PROJ MGR	SEN ENGR	PROJECT ENGR	CADD OPERATOR	GRAD ENGR EIT	ADMIN/ CLERICAL	TOTAL HOURS	TOTAL SHEETS	HOURS PER SHEET	
<b>FC110 - ROUTE &amp; DESIGN STUDIES</b>										
DATA COLLECTION							6			
DEVELOP/ASSEMBLE PRELIM COST ESTIMATES 90%	4	12	40				56			
COMPLETE ROADWAY DESIGN CRITERIA (DSR)	4		8				12			
ATTEND DCC	2		2				4			
<b>FC 110 - SUBTOTAL HOURS</b>	<b>10</b>	<b>12</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>78</b>	<b>0</b>		<b>\$11,120.00</b>
<b>FC160 - ROADWAY DESIGN CONTROLS</b>										
FINALIZE HORIZ ALIGNMENTS INCL HORIZ ALIGN DATA SHEETS	4	8	16	32	32		92	2	46	
PROJECT AREA/ADJACENCY MAP			8	12			20	2	10	
EXISTING TYPICAL SECTIONS AND PROPOSED TYPICAL SECTIONS	2		8	32	16		58	1	58	
PREPARE P&P PLAN SHEETS (17 SHEETS)	24	68	272	204	204		772	17	45	
PREPARE DESIGN CROSS SECTIONS	4	8	56	24			92			
ROADWAY QUANTITIES INCL EARTHWORK	2	4	16	40	40		102	17	6	
ROADWAY SUMMARY SHEETS (GRADING, ROADWAY, REMOVALS)	2	4	8	16	16		46			
OVERALL DRAINAGE AREA MAP	2	4	8	16	16		46			
PREPARE STORM SEWER P&P PLAN SHEETS (16 SHEETS)	16	60	224	200	96		596	16	37	
CULVERT DESIGN & DETAILS	4	16	32	40	40		132	4	33	
BUNTON BRANCH CHANNEL IMPROVEMENTS	8	16	40	40	16		120	3	40	
DRAINAGE DETAILS	2	4	8	24	8		46	4	12	
INTERSECTION LAYOUTS (4 SHEETS)	4	20	36	80	4		140	4	35	
REVIEW AND INCLUDE STANDARD SHEETS	2		4	8	8		22	20	1	
INTERNAL QA/QC		40	40	40			120			
<b>FC 160 - SUBTOTAL HOURS</b>	<b>80</b>	<b>260</b>	<b>792</b>	<b>632</b>	<b>548</b>	<b>0</b>	<b>2,472</b>	<b>91</b>	<b>27</b>	<b>\$250,660.00</b>
<b>FC 161 - HYDRAULIC ANALYSIS - BUNTON BRANCH &amp; TRIBUTARY</b>										
HYDROLOGIC ANALYSIS	4		16		16		36			
HYDRAULIC ANALYSIS W/ BRIDGE IN PLACE	4		60		40		124			
SUMMARY REPORT W/ DOCUMENTATION & EXHIBITS	4		24	16	12	6	62	11	6	
INTERNAL QA/QC	4	6	6		6		22			
<b>FC 161 - SUBTOTAL HOURS</b>	<b>16</b>	<b>6</b>	<b>126</b>	<b>16</b>	<b>74</b>	<b>6</b>	<b>244</b>	<b>11</b>	<b>22</b>	<b>\$29,970.00</b>
<b>FC162 - SIGNING &amp; PAVEMENT MARKINGS</b>										
SIGNING AND PAVEMENT MARKING LAYOUTS	2		32	100	16		150	9	17	
DETERMINE QUANTITIES INCLUDING SMALL SIGNS SUMMARY			6	16	24		48	4	12	
DETERMINE QUANTITIES INCLUDING PAVEMENT MARKING/DELINEATION SUM			12	16	24		52	4	13	
REVIEW AND INCLUDE STANDARD SHEETS			2	4	4		10	10	1	
<b>FC 162 - SUBTOTAL HOURS</b>	<b>2</b>	<b>0</b>	<b>54</b>	<b>136</b>	<b>68</b>	<b>0</b>	<b>260</b>	<b>27</b>	<b>10</b>	<b>\$27,350.00</b>
<b>FC163 - MISCELLANEOUS (ROADWAY)</b>										
DEVELOP MISC. ROADWAY DETAILS			24	40	16		80	4	20	
DRY UTILITY COORDINATION	16		60	60	40		176			
DEVELOP UTILITY LAYOUT SHEETS (8 SHEETS)	16		64	144	54		268	9	30	
WATERLINE RELOCATION P&P DRAWINGS (13 SHEETS)	16	24	78	208	40		342	13	26	
ILLUMINATION LAYOUT, DESIGN, DETAILS & SUMMARY	8		40	40	40		152	23	7	
FORMULATE OVERALL TOP CONCEPTS - TYPICAL SECTIONS	2	8	32		4		46	8	6	

EXHIBIT D - DACY LANE											
SUMMARY FEE PROPOSAL											
	PROJ MGR	SEN ENGR	PROJECT ENGR	CADD OPERATOR	GRAD ENGR EIT	ADMIN/ CLERICAL	TOTAL HOURS	TOTAL SHEETS	HOURS PER SHEET		
DEVELOP TOP NARRATIVE	2	4	24	16	4		50	4	13		
DEVELOP TOP LAYOUTS	2	4	40	160	16		222	17	13		
DEVELOP TOP QUANTITIES INCL SUMMARY SHEET	2	4	16	32	16		64	3	21		
DEVELOP CPM CONSTRUCTION SCHEDULE	2	4	16	32	8		30	3	10		
TITLE AND INDEX SHEET	2	4	8	12			20	2	10		
PREPARE FINAL CONSTR COST ESTIMATE	2	4	24				30				
SPECIAL SPECIFICATIONS	2	4	12		24		42				
GENERAL NOTES	2	4	4	16	16		42	2	21		
ASSEMBLE PLANS FOR SUBMITTALS 60%	4	2	8	24	8	8	48				
ATTEND REVIEW MEETINGS 60%	4	2	6	24	4		16				
ASSEMBLE PLANS FOR SUBMITTALS 90%	4	2	6	24	4	8	48				
ATTEND REVIEW MEETINGS 90%	4	2	6	4	4		16				
ASSEMBLE/FURNISH CADD FILES	2		8	4	4		16				
EROSION CONTROL - SWAP	2		8	48	16		74	6	9		
FC 153 - SUBTOTAL HOURS	80	60	476	628	322	16	1762	96	19		\$199,060.00
FC-164 PROJECT MANAGEMENT/COORDINATION											
ATTEND KICK OFF MEETING	4	4	4		4		16				
MONTHLY PROGRESS MEETINGS	32	16	32		16		96				
INTERNAL STAFF MEETINGS (BI-WEEKLY)	20	20	20	20	20		100				
PROVIDE DESIGN SCHEDULE	4	4	12				20				
OCGA FC162 & FC163	12	80	24	8	16	24	132				
DOCUMENTATION	0	8	24	12	16	8	84				
UTILITY COORDINATION	36	16	16	32	32	8	104				
MANAGE SUBS	4	4	16	60	4	16	76				
PREPARE PROGR REPORTS, INVOICES AND DESG SCHED	4	4	16	4		8	20				
DELIVER PROJECT SUBMITTALS TO COUNTY & CITY	112	164	216	76	100	104	772	0			\$97,600.00
FC 164 - SUBTOTAL HOURS	112	164	216	76	100	104	772	0			
	5.36% 24.73%	8.96% 41.37%	30.67% 141.76%	33.67% 155.60%	19.12% 88.35%	2.25% 10.38%	5.60%				
FC167 - TRAFFIC SIGNAL WARRANT STUDY & DESIGN											
FIELD VISIT & DATA COLLECTION (GOMCORTH & BEBEE ROS.)		8	16				24				
TRAFFIC SIGNAL WARRANT ANALYSIS (GOMCORTH & BEBEE ROS.)	16	28	60				104				
TRAFFIC SIGNAL DESIGN (GOMCORTH & BEBEE ROS.)	24	60	120				204	12	17		
MEETINGS ATTENDANCE	12	12					24				
INTERNAL QA/QC	4	8	4				16				
FC 167 - SUBTOTAL HOURS	56	116	200	0	0	0	372	12	31		\$34,500.00
FC170 - BRIDGE DESIGN											
PREPARE BRIDGE LAYOUTS (NON-STO. WIDTH & 2-PHASE CONSTR.)	8	12	18	90	6		128	2	64		
BEARING SEAT ELEVATIONS AND QUANTITY SUMMARY	1	2	6				15				
FOUNDATION DESIGN (L&FD DESIGN)	3	10	16		12		41	2	21		
PREPARE STRUCTURAL DESIGN & DETAIL DRAWINGS (L&FD DESIGN)	11	32	44	108	92		287	4	72		
BRIDGE QUANTITIES & ESTIMATE	1	2	4	4	6		17	1	17		
GENERAL GUIDELINES FOR BRIDGE DESIGN	1	2	4	1	1		9	6	2		
PREPARE BRIDGE DESIGN CALCULATIONS & QA/QC	1	2	6		6		15				
FC 170 - SUBTOTAL HOURS	28	62	98	203	123	0	512	15	34		\$38,145.00
DESIGN - TOTAL HOURS	382	680	2018	2031	1195	126	6482	252	26		
FC-364 BIDDING PHASE											



EXHIBIT D - DACY LANE SUMMARY FEE PROPOSAL										
	PROJ MINOR	SEN ENGR	PROJECT ENGR	CADD OPERATOR	GRAD ENGR EIT	ADMIN/ CLERICAL	TOTAL HOURS	TOTAL SHEETS	HOURS PER SHEET	
Issue plans to Hays Co. & City of Kyle	2	6	6	3		4	15			
Pre-Bid Meeting	2	6	12			2	22			
Answer bidders questions	8	8	20				36			
Bidder questions	2	5	4				11			
Traffic Signal questions	2	6	2			4	10			
Issue addenda (2)			12		2		18			
Attend Bid Opening	2	4	4			2	10			
Prepare bid tab & analyze contractor quals.	6	4	12			2	24			
							0			
FC 364 - SUBTOTAL HOURS	24	33	72	3	2	12	146			\$20,150.00
TOTAL HOURS	406	713	2090	2094	1187	138	6638			
LABOR	\$69,020.00	\$110,515.00	\$282,150.00	\$198,930.00	\$119,700.00	\$8,970.00	\$789,285.00			
DIRECT							\$24,751.00			
TOTAL WORK AUTHORIZATION NUMBER 2							\$814,036.00			

Final Design + Bid Phase	\$	789,285.00
Survey, Geotech & Environmental	\$	107,124.00
Right-of-Way Services	\$	256,500.00
Prime Direct Costs	\$	24,751.00
TOTAL COST	\$	1,177,660.00

CONTRACT NO:  
 WORK AUTHORIZATION NO.:  
 LIMITS: DACY LN - PHASE I  
 COUNTY: HAYS

EXHIBIT D - DACY LANE DESIGN SUPPORT SERVICES SUMMARY FEE PROPOSAL									
	UNITS	QUANTITY	FEE/ EACH						AMOUNT
<b>FC - RIGHT-OF-WAY ACQUISITION</b>									
RIGHT OF ENTRY AND DESIGN SUPPORT	PARCEL	35	\$500						\$17,500
ACQUISITION SERVICES	PARCEL	35	\$4,000						\$140,000
CONDEMNATION SUPPORT	HOUR		\$15,000						\$15,000
APPRAISAL SERVICES /ACTUAL COST - PASS THROUGH - DIRECT COST	PARCEL	35	\$2,400						\$84,000
		35							\$172,500
<b>FC - SURVEYING SERVICES</b>									
ROUTE BOUNDARY SURVEY	LS	1	\$20,350						\$20,350
TOPOGRAPHIC/TREE DESIGN SURVEY	LS	1	\$17,050						\$17,050
FLOODPLAIN CROSS-SECTIONS	LS	1	\$3,850						\$3,850
PARCEL DESCRIPTIONS	EACH	15	\$825						\$12,375
EASEMENT DESCRIPTIONS	EACH	20	\$550						\$11,000
		35							\$64,625
<b>FC - GEOTECHNICAL INVESTIGATION &amp; PAVEMENT THICK DESIGN</b>									
SOIL BORINGS	LS	1	\$10,445						\$10,445
LABORATORY INVESTIGATIONS	LS	1	\$3,229						\$3,229
TECHNICAL SERVICES	LS	1	\$1,309						\$1,309
ENGINEERING SERVICES - REPORT PREPARATION	LS	1	\$2,970						\$2,970
									\$17,952
<b>FC - ENVIRONMENTAL SERVICES</b>									
PHASE I ENVIRONMENTAL SITE ASSESSMENT	LS	1	\$4,323						\$4,323
USACE JURISDICTIONAL WATERS DELINEATION	LS	1	\$4,802						\$4,802
INTENSIVE CULTURAL RESOURCES SURVEY	LS	1	\$5,280						\$5,280
PROTECTED SPECIES HABITAT ASSESSMENT	LS	1	\$2,273						\$2,273
USACE JURISDICTIONAL WATERS - PERMITTING STRATEGY	LS	1	\$6,769						\$6,769
MEETINGS ATTENDANCE & COORDINATION	LS	1	\$1,100						\$1,100
									\$24,547
<b>DESIGN SUPPORT</b>									
									\$279,624
<b>DIRECT</b>									
									\$84,000
<b>TOTAL WORK AUTHORIZATION NUMBER</b>									\$363,624

## *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 of policies for administering the road bond package. Possible action may follow. 1pm**

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

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

**PREFERRED MEETING DATE REQUESTED: December 16, 2008**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:**

**SPONSORED BY: SUMTER**

**SUMMARY: Mike Weaver will lead a road policy discussion which will include strategies for accomplishing our projects on time and within each road budget, standardization of environmental documents, unified permitting process, utility re-location coordination, ROW condemnation, a standing road bond agenda item and other items discussed last Tuesday. See attached.**

# **HAYS COUNTY ROAD BOND PROGRAM**

## **Process – Procedures – Policies**

### **1. Master Project / Program Budget**

- Detailed Budget for each project (design; ROW/Utilities; construction)
- Detailed cash flows
- Invoice / Tracking of costs for individual projects by total project cost components
- Overall program / project books maintained by Auditor's Office
- Decision to develop all projects at once or "5 Plus at a time"

### **2. Overall Program Schedule**

- Detailed project schedules – approvals, action items, open to traffic
- Cash management via detailed program cash flows / draw schedules
- Bi-weekly / monthly progress reports and tracking program for action items

### **3. Process & Procedures**

- Professional Services Contracts
- Work Authorizations
- Invoicing – review & approvals
- Change Orders
- Monthly construction reports
- Construction Pay Orders – review & approvals
- Bidding process
  - Consistent design standard
  - Uniform construction manual
- Environmental documentation / reporting
- Environmental permitting
- Utility relocation
- Construction Inspection

## *Agenda Item Request Form*

### **Hays County Commissioners' Court**

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

**AGENDA ITEM: Presentation by Halff Associates, Inc. regarding development of a countywide drainage basin master plan and discussion of flooding or drainage issues in local areas.**

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

**PREFERRED MEETING DATE REQUESTED: December 16, 2008**

**AMOUNT REQUIRED: N/A**

**LINE ITEM NUMBER OF FUNDS REQUIRED: N/A**

**REQUESTED BY: Hauff**

**SPONSORED BY: Sumter**

**SUMMARY:**

**Halff Associates, Inc. has been retained by Hays County to prepare a grant application to the Texas Water Development Board, Flood Protection Planning Program to initiate a countywide drainage master plan. A presentation will be given outlining the goals of this effort and the potential partnerships involved in funding the plan. Local governmental officials have been invited to attend and provide input on drainage/flooding issues within their communities.**

## *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 Section 551.074, Texas Government Code, to interview, evaluate and deliberate the appointment and salary for the position of Communications Specialist. Possible action may follow in Open Court .

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

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

**PREFERRED MEETING DATE REQUESTED:** December 16, 2008

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Baen

**SPONSORED BY:** Sumter

**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: Executive Session pursuant to Section 551.087 of the Texas Government Code to discuss economic development negotiation regarding Project Munch.**

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

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

**PREFERRED MEETING DATE REQUESTED: December 16, 2008**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Ingalsbe**

**SPONSORED BY: Ingalsbe**

**SUMMARY:**

