

**Commissioners Court -April 14, 2009  
NOTICE OF A MEETING OF THE  
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **14<sup>TH</sup> day of April, 2009**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

**INVOCATION:**

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

**PRESENTATIONS & PROCLAMATIONS**

1	1-2	Proclamation declaring the Month of April as Autism Awareness Month. <b>SUMTER/ROPPOLO</b>
2	3-5	Proclamation recognizing April 12 <sup>TH</sup> - 18 <sup>TH</sup> as Public Safety Telecommunicators Week. <b>SUMTER/CARPENTER/GUTIERREZ</b>
3	6-12	Update on FY2010 budget needs associated with the U.S. Department of Justice, Community Oriented Policing Services Hiring Recovery Program grant application. <b>SUMTER/HAUFF/CASTEEL</b>
4	13-	Presentation from Emergency Management Coordinator, Jeff Turner. <b>SUMTER</b>
5	14	Presentation by Mike Weaver of the Monthly Progress Report for the Hays County Pass Through Finance Program for March 2009. <b>SUMTER/WEAVER</b>

**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

6	15	Approve payments of county invoices. <b>HERZOG</b>
7	16-23	Approve Commissioner Court Minutes of April 1 <sup>ST</sup> , 2 <sup>ND</sup> & 7 <sup>TH</sup> 2009. <b>SUMTER/FRITSCH</b>
8	24-32	Approve specifications for Bid #2009-B11 Construction of Metal Building for Hays County Citizens Collection Station/Driftwood and authorize Purchasing to solicit for bid and advertise. <b>SUMTER/HERZOG/MAIORKA/PINNIX</b>
9	33-34	Approve renewal of Bid #2006-B17 "Furnish & Install Guardrails" with Roadway Specialties for one (1) additional year as provided for in the original bid. <b>SUMTER/HERZOG/MAIORKA/BORCHERDING</b>
10	35-36	Authorize the County Judge to execute an amendment extending the contract termination date for CAPCOG Grant 08-12-G16 for Recycling Center. <b>SUMTER/HAUFF/PINNIX</b>
11	37-39	Approve maintenance agreement with Clifford Power Systems for the generator at the Juvenile Detention Center. <b>SUMTER/LITTLEJOHN</b>

**ACTION ITEMS**

**ROADS**

12	39-42	Discussion and possible action for the release of the maintenance bond and accept for maintenance all roads and drainage improvements within County ROW for Kuykendall subdivision. <b>FORD/BORCHERDING</b>
13	43-46	Discussion and possible action for the release of the maintenance bond, release of the revegetation bond and accept for maintenance all roads and drainage improvements within County ROW for Belterra subdivision, Phase 4, Section 18. <b>FORD/BORCHERDING</b>
14	47-50	Discussion and possible action for the release of the maintenance bond and accept for maintenance all roads and drainage improvements within County ROW for Walking W Ranch subdivision, Phase C. <b>FORD/BORCHERDING</b>

15	51-54	Discussion and possible action for the release of the maintenance bond and accept for maintenance all roads and drainage improvements within County ROW for Belterra subdivision, Phase 3, Section 11 B. <b>FORD/BORCHERDING</b>
----	-------	--

#### **MISCELLANEOUS**

16	55-59	Discussion and possible action to approve a Resolution regarding approval of the Issuance of First Mortgage Revenue Bonds by Tarrant County for Tarrant County Cultural Education Facilities Finance Corporation, pursuant to the provisions of the Cultural Education Facilities Finance Corporation Act, as amended, Article 1528m V.A.C.T.S. (the "Act"). <b>SUMTER</b>
17	60-63	Discussion and possible action regarding a policy to be styled "Ethics Begins At Home," related to the establishment of ethical and accountability standards for both local and international professional firms wishing to do business with Hays County. <b>BARTON</b>
18	64-79	Discussion and possible action to authorize the County Judge to sign and submit the Incidental Take Permit Application Form associated with the Hays County Regional Habitat Conservation Plan to the U.S. Fish and Wildlife Service for processing. <b>CONLEY/FORD/HAUFF</b>
19	80-95	Discussion and possible action to authorize the County Judge to execute a contract with Broaduss and Associates for Program Management of the Hays County Government Center project. <b>INGALSBE</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.

#### **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 9<sup>th</sup> day of April, 2009.

**COMMISSIONERS COURT, HAYS COUNTY, TEXAS**

---

**CLERK OF THE COURT**

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

# *Agenda Item Request Form*

## **Hays County Commissioners' Court**

9:00 a.m. Every Tuesday

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

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

Phone (512) 393-2205

**AGENDA ITEM: Proclamation Declaring the Month of April as Autism Awareness Month**

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

**PREFERRED MEETING DATE REQUESTED:**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: ROPPOLO**

**SPONSORED BY: SUMTER**

**SUMMARY:**



**Proclamation Declaring the Month of April 2009 as  
AUTISM AWARENESS MONTH**

**WHEREAS**, Autism Spectrum Disorder is a complex developmental disability that typically appears during the first three years of life and is a result of a neurological disorder that affects the functioning of the brain; and

**WHEREAS**, Autism Spectrum Disorder affects the normal development of the brain in the area of social interaction and communication skills; and

**WHEREAS**, Autism Spectrum Disorder affects up to as many as 1 in 150 individuals, more than 2,000,000 individuals nationally and approximately 22,311 (ages 3-22) individuals in Texas ; and

**WHEREAS**, Autism Spectrum Disorder is four times prevalent in boys than girls and knows no racial, ethnic, or social boundaries, nor does family income, lifestyle, and education levels ~~do not~~ affect the chance of Autism Spectrum Disorder occurrence; and

**WHEREAS**, Autism Spectrum Disorder has a wide range of implications on the entire family of the diagnosed individual; and early diagnostic research, professional educational training, and therapy are vital to in reducing the effects of Autism Spectrum Disorder not only for the individual diagnosed but for their families as well; and

**WHEREAS**, significant progress has been made in the last 30 years in the areas of research, medicine, diagnostic issues and therapy for Autism Spectrum Disorder, resulting in an improved quality of life for individuals living with Autism Spectrum Disorder and for their families; and

**WHEREAS**, our work is not done, we need educators, parents, doctors, service providers, caregivers, first respondents, legislators, and the public to better understand this disability; we need to advocate for the rights, humane treatment, Autism health coverage, appropriate early interventions, education, and quality adult support for all individuals and families affected with Autism Spectrum Disorder, and to educate the public on the challenges we still face;

**NOW, THEREFORE**, I, Elizabeth Sumter, County Judge of Hays County, do hereby proclaim the month of April 2009 to be

**AUTISM AWARENESS MONTH**

throughout the county and encourage all citizens to work together to ensure that individuals with Autism Spectrum Disorder are accurately diagnosed, effectively treated and appropriately supported throughout their lives.

**Proclaimed this 14<sup>th</sup> day of April**

\_\_\_\_\_  
Elizabeth Sumter  
Hays County

\_\_\_\_\_  
Debbie Ingalsbe, Precinct 1

\_\_\_\_\_  
Jeff Barton, Precinct 2

\_\_\_\_\_  
Will Conley, Precinct 3

\_\_\_\_\_  
Karen Ford, Precinct 4

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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

**Phone (512) 393-2205**

**AGENDA ITEM:** Proclamation recognizing April 12<sup>TH</sup> – 18<sup>TH</sup> as Public Safety Telecommunicators Week.

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

**PREFERRED MEETING DATE REQUESTED:** April 14, 2009

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** CARPENTER/GUTIERREZ

**SPONSORED BY:** Sumter

**SUMMARY:** See attach



111 E. San Antonio Street  
San Marcos, Texas 78666

### **PROCLAMATION**

**WHEREAS**, professional telecommunicators perform a critical function when an emergency occurs requiring police, fire, or ambulance as well as those related to forestry and conservation operations, highway safety and maintenance activities; and

**WHEREAS**, thousands of dedicated telecommunicators daily serve the citizens of the United States by answering their calls for police, fire and emergency medical services and by dispatching the appropriate assistance as quickly as possible; and

**WHEREAS**, professional telecommunicators are critical to our county's emergency response and homeland security services, dispatching law enforcement, firefighters, emergency medical services, and other emergency responders 24 hours a day, seven days a week; and

**WHEREAS**, professional telecommunicators are not visible as the men and women who arrive on the scene of emergencies, but provide the vital link to public safety services as part of the first responder team.

**NOW, THEREFORE, BE IT RESOLVED** that Hays County Commissioners hereby proclaim the week of April 12 – 18, 2009 as

**Public Safety Telecommunicators Week**

**Hays County Judge Liz Sumter**

**Debbie Ingalsbe**  
Commissioner Precinct 1

**Jeff Barton**  
Commissioner Precinct 2

**Will Conley**  
Commissioner Precinct 3

**Karen Ford**  
Commissioner Precinct 4

**Linda Fritsche, County Clerk**



**STATE OF TEXAS  
OFFICE OF THE GOVERNOR**

The men and women who serve as public safety telecommunicators are invaluable to the Lone Star State.

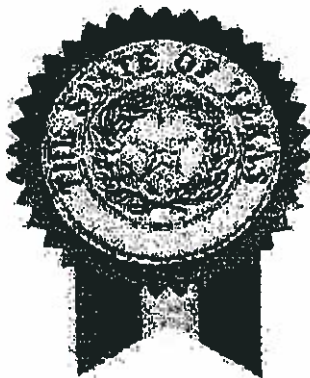
As 9-1-1 operators and dispatchers, they are dedicated to saving lives, responding to Texans in hours of great need.

Throughout Texas, the Commission on State Emergency Communications works with local and state governments to ensure reliable access to emergency telecommunications services. To highlight the invaluable role of public safety telecommunicators, the commission designates a week in April for an awareness campaign.

At this time, I encourage all Texans to extend their appreciation to public safety telecommunicators. Their diligent efforts ensure that help is on the way when Texans need it most.

Therefore, I, Rick Perry, Governor of Texas, do hereby proclaim April 12-18, 2009,

**Public Safety Telecommunicators Week**



in Texas, and urge the appropriate recognition whereof.

In official recognition whereof,  
I hereby affix my signature this the  
1<sup>st</sup> day of April, 2009.

*Rick Perry*  
Governor of Texas



## *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: Update on FY2010 budget needs associated with the U.S. Department of Justice, Community Oriented Policing Services Hiring Recovery Program grant application.**

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

**PREFERRED MEETING DATE REQUESTED:** April 14, 2009

**AMOUNT REQUIRED:** See attached documentation

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

**REQUESTED BY:** Hauff/Casteel

**SPONSORED BY:** Sumter

#### **SUMMARY:**

On March 24, 2009 the Commissioners Court authorized submission of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services, Hiring Recovery Program (CHRP) for funding of up to 12 entry level positions (Patrol) in the Sheriff's Office. The Court also requested an update, as a condition of approval, on support costs for these positions that would be needed in the FY2010 budgeting process.

The grant funds available throughout the three-year program period would amount to \$2,308,776.00 (\$192,398 per position), fully covering the salary and benefits for these 12 patrol positions. The County must retain and fund the positions during the fourth year of the program, at a cost of \$847,536.00.

The up-front costs necessary for equipping these officers is \$46,557.36 each, or a total of \$558,688.32 for twelve positions. This includes vehicle/vehicle equipment, personal equipment, and uniform costs. This amount would need to be allocated for the FY2010 budget year, should the grant be fully funded for the positions requested.

It is expected that we may know by June-July if the grant application is successful. The grant will not have to be implemented until the new fiscal year (FY2010). It is not known if the application will be awarded at the full amount requested or at some reduced level based on available funding and the number of applications submitted and selected. Supporting documentation is included as backup material.



# *Agenda Item Routing Form*

## **DESCRIPTION OF Item: Update on FY2010 budget needs associated with the U.S. Department of Justice, Community Oriented Policing Services Hiring Recovery Program grant application.**

On March 24, 2009 the Commissioners Court authorized submission of a grant application to the U.S. Department of Justice, Office of Community Oriented Policing Services, Hiring Recovery Program (CHRP) for funding of up to 12 entry level positions (Patrol) in the Sheriff's Office. The Court also requested an update, as a condition of approval, on support costs for these positions that would be needed in the FY2010 budgeting process.

The grant funds available throughout the three-year program period would amount to \$2,308,776.00 (\$192,398 per position), fully covering the salary and benefits for these 12 patrol positions. The County must retain and fund the positions during the fourth year of the program, at a cost of \$847,536.00.

The up-front costs necessary for equipping these officers is \$46,557.36 each, or a total of \$558,688.32 for twelve positions. This includes vehicle/vehicle equipment, personal equipment, and uniform costs. This amount would need to be allocated for the FY2010 budget year, should the grant be fully funded for the positions requested.

It is expected that we may know by June-July if the grant application is successful. The grant will not have to be implemented until the new fiscal year (FY2010). It is not known if the application will be awarded at the full amount requested or at some reduced level based on available funding and the number of applications submitted and selected. Supporting documentation is included as backup material.

**PREFERRED MEETING DATE REQUESTED: April 14, 2009**

### **COUNTY AUDITOR**

**Typically Requires 1 Business Day Review**

**AMOUNT AND FUND LINE ITEM NUMBER** \$558,688.32 **FY 2010 Budget**

**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:**



## County of Hays OFFICE OF THE SHERIFF

*Tommy Ratliff, Sheriff*

04/01/2009

Hays County Judge and Commissioners:

Lt. W. M. "Skip" Casteel contacted Grant Program Specialist Raymond Reid, the Texas contact for the CHRP Grant, in an effort to answer the questions posed by the Court.

His responses were as follows:

- A) Is there any indication when the list of successful applicants will be published and when will the funds will become available. Mr. Reid said "that it is hoped that the selections will be made by June or July. Depending on the volume of applications and the time necessary for their review, it is more likely it will be August or September before any announcements will take place. Funds will become available electronically approximately 2-3 weeks later. In any case, selections must be made before October 1, 2009, the beginning of the new fiscal year for the Federal Government. Hiring of the first and subsequent deputies is at the discretion of the Hays County Government. If this did not occur until after Oct. 01, 2009, there would be no penalty."
- B) With the three year funding for each officer, when does each officer's three year period begin? Mr. Reid said "the Grant Contract begins a three year calendar with the hiring of the first deputy. Any deputy hired after this initial date will be funded for a full three years. Any subsequent hiring will be covered by Hays County asking for extensions for those deputies going beyond the initial three year period."
- C) On the application, there is a line for providing this agency's Law Enforcement operating budget amount for 2009, 2008, 2007. First response to this by Hays County Auditor's staff indicated an amount that included ALL Hays County Law Enforcement agencies, Juvenile Probation, Juvenile Detention, DPS, TABC, Jail, etc. Mr. Reid stated that "the proper response was just the Sheriff's Office budget amount for Law Enforcement operations only. The jail and all other agencies are not to be included in this response." This would be our 04-418 line items in the Sheriff's Budget.

In addition, Amanda Tyler, Counsel and District Director, for Congressman Lloyd Doggett, was asked to make an inquiry in our behalf concerning the same three areas. Her findings are enumerated in the attached email.

Sincerely,

A handwritten signature in black ink that reads "Tommy Ratliff". The signature is stylized with a large, sweeping "T" and "R".

Sheriff Tommy Ratliff

## Answers from Congressman Doggett re COPS funding

Tyler, Amanda [Amanda.Tyler@mail.house.gov]

**Sent:** Monday, March 30, 2009 6:17 PM

**To:** Skip Casteel

Lt. Casteel,

As I mentioned on the phone, we were able to get you some answers to your questions from our contacts at the COPS program.

1. Do we have any idea of potential funding date, given the April 14 deadline for applications? They believe funding will be made available in June. They don't have specific guidelines on how quickly the hiring must occur, but emphasized that the funds were meant to be spent quickly. You will have to put the "estimated start date" for each of the proposed new hires, though you are not likely to be held them to these dates. In other words, there seems to be a lot of flexibility—even more than 6 months—but they are reluctant to actually say that because these are stimulus funds intended to be spent quickly.
2. Does the 3-year term start on the hiring date of a particular officer? If they get funding for the multiple officers, the 3-year clock starts on the hiring of the first officer. However, the agency can request a "no cost extension" for officers hired after the initial hiring. They said this request is pro forma, and would only be an issue if there is an extremely long gap between the hirings (months/years).
3. There is a line in the application for the law enforcement agency's total operating budget. Does this mean just the sheriff's budget or does it include all criminal justice, including probation and juvenile? If just sheriff's office, does it include the sheriff's jail budget or just his law enforcement budget? The law enforcement agency should only include the patrol portions of their budget, not the corrections portion if they are separate.

Please let me know if we can be of further assistance with this grant application.

Best,  
Amanda

Amanda Tyler  
Counsel and District Director  
Office of Congressman Lloyd Doggett  
(512) 916-5921  
amanda.tyler@mail.house.gov



*County of Hays*  
**OFFICE OF THE SHERIFF**

---

*Tommy Ratliff, Sheriff*

04/01/2009

The attached is an itemized list of the costs to equip one Deputy. These are the projected costs for the 2009-2010 budget year.

**Summary of attached list:**

Vehicle and associated equipment: \$39,113.45

Equipment issued to each deputy: \$ 7,443.91

Total each deputy: \$46,557.36

12 deputies requested in COPS CHRP Grant:

Total for 12 deputies: \$558,688.32

Prepared by:

Lt. W. M. "Skip" Casteel  
393-7828

**2009-2010 Projected Budget Costs – COPS/CHRP Grant – April 6, 2009**

**New Vehicle/Vehicle Equipment**

New Vehicle Patrol Type-	\$20,013.00
Mobile radio - LCRA =	\$2688.70
Radar – KUSTOM SIGNAL =	\$987.80
Overhead light bar – PROJECT RESPONDER =	\$1538.86
In-car Video camera – WATCHGUARD =	\$5476.90
Safety Cage – D&R ELECTRONICS =	\$564.30
Console – D&R ELECTRONICS =	\$285.45
Gun mount – D&R ELECTRONICS =	\$357.50
Striping – SIGN CRAFTERS =	\$517.00
Siren external speaker – G.T. DIST =	\$183.94
Computer & mount equipment =	<u>\$6500.00</u>

**New Vehicle and Vehicle Equipment Total: \$39,113.45**

**Equipment Issued**

BADGE	\$93.45
IDENTIFICATION CARD	\$11.00
PAGER	\$22.00
H/H RADIO MODEL	\$2,448.60
EXTRA BATTERY	\$41.80
SHOULDER MIC	\$106.23
RADIO HOLDER	\$47.98
RAIN JACKET	\$88.00
WINTER JACKET	\$198.00
TRAFFIC VEST	incl. above
FLASHLIGHT	\$110.00
TRAFFIC CONE MAG/LITE	\$22.00
SHOTGUN	\$605.00
PATROL AR-15 RIFLE	\$929.50
TASER	\$891.00
PEPPER SPRAY	\$15.35
PEPPER SPRAY CASE	\$18.70
CAMERA	including case and memory card \$165.00
PROTECTIVE VEST	\$793.05
FINGERPRINT KIT (BLACK BOX)	\$115.50
UNIFORMS	\$721.75

**Equipment Issued Total \$7,443.91**

**Grand Total \$46,557.36 (each officer)**  
**X 12 Positions = \$558,688.32**

**COPS CHRP GRANT  
Salary & Benefits Year 1 - 4**

	% of salary- year 1	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>
Base Salary		40,794	42,426	44,123	45,888
Hourly		19.61	20.40	21.21	22.06
<u>Fringe</u>					
Social Security	6.20%	2,529	2,630	2,736	2,845
Medicare	1.45%	592	615	640	665
Health Ins	18.95%	7,730	8,503	9,354	10,289
Dental Ins	0.66%	268	268	268	268
Life Ins	0.13%	54	54	54	54
Retirement	9.31%	3,798	3,950	4,108	4,272
<u>Accrued Leave</u>					
Vacation (yr 1)	2.31%	941			
Vacation (yr 2+)			1,713	1,782	1,853
Sick Leave	4.62%	1,883	1,958	2,036	2,118
<u>Other</u>					
Worker's Comp	5.01%	2,044	2,126	2,211	2,299
Unemployment	0.17%	68	70	73	76
<b>Total Fringe</b>	<b>49%</b>	<b>19,906</b>	<b>21,888</b>	<b>23,261</b>	<b>24,740</b>
<b>Base Salary</b>		<b>40,794</b>	<b>42,426</b>	<b>44,123</b>	<b>45,888</b>
<b>TOTAL</b>		<b>60,700</b>	<b>64,314</b>	<b>67,384</b>	<b>70,628</b>

## *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

#### **AGENDA ITEM:**

**Presentation from Emergency Management Coordinator, Jeff Turner**

#### **CHECK ONE:**

**CONSENT**

☐

**ACTION**

☐

**EXECUTIVE SESSION**

☐

**WORKSHOP**

☐

**PROCLAMATION**

☒

**PRESENTATION**

#### **PREFERRED MEETING DATE REQUESTED:**

#### **AMOUNT REQUIRED:**

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

#### **REQUESTED BY:**

**SPONSORED BY: SUMTER**

#### **SUMMARY:**



## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

**Phone (512) 393-2205**

**AGENDA ITEM: Presentation by Mike Weaver of the Monthly Progress Report for the Hays County Pass Through Finance Program for March 2009**

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

**PREFERRED MEETING DATE REQUESTED: April 14, 2009**

**AMOUNT REQUIRED: none**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Mike Weaver**

**SPONSORED BY: Sumter**

**SUMMARY:**

## *Agenda Item Request Form*

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

2:00 p.m. Every Wednesday

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

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

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

**AGENDA ITEM: Approve payment of county invoices.**

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

**PREFERRED MEETING DATE REQUESTED: 4/14/09**

**AMOUNT REQUIRED: None**

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

**REQUESTED BY: Auditor's Office**

**SPONSORED BY: Bill Herzog** 

**SUMMARY:**

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: APPROVE COMMISSIONERS COURT MINUTES OF APRIL 1,2,& 7, 2009**

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

**PREFERRED MEETING DATE REQUESTED: APRIL 14, 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: FRITSCHÉ**

**SPONSORED BY: SUMTER**

**SUMMARY:**



STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 1st DAY OF APRIL A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER  
JEFFERSON W. BARTON  
WILL CONLEY  
KAREN FORD  
LINDA C. FRITSCHKE

COUNTY JUDGE  
COMMISSIONER, PCT. 2  
COMMISSIONER, PCT. 3  
COMMISSIONER, PCT. 4  
COUNTY CLERK

COMMISSIONER PCT. 1 DEBBIE GONZALES INGALSBE WAS ABSENT; THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

This meeting was held at the Wimberley Community Center located at 14068 Ranch Road 12 in Wimberley, Texas. Judge Sumter called the meeting to order at 6:45 p. m.

#### GREENPRINT FOR GROWTH WORKSHOP

Judge Sumter welcomed everyone for coming. Sean Moran from the Capital Area Council of Governments spoke briefly. Kelley Hart with the Trust for Public Land led the workshop along with Bob Heuer. They presented the draft conservation goal maps and received input from citizens in attendance for prioritizing those goals. The six greenprint goals are: (1) Protect Water Quality and Quantity, (2) Enhance Park and Recreation Opportunities, (3) Protect Sensitive Ecological Areas, (4) Protect Cultural and Historical Resources, (5) Protect Scenic Corridors, and (6) Conserve Farm and Ranchland. Participants voted electronically prioritizing the six greenprint goals and Bob Heuer created electronic maps based on those votes. A discussion was had regarding distinction between farm and ranch land.

Court was adjourned at 8:40 p.m.

---

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 APRIL 1, 2009.



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





APRIL 2, 2009

\*\*\*\*\*

\*\*\*\*\*

VOLUME U PAGE 83

STATE OF TEXAS \*  
COUNTY OF HAYS \*

ON THIS THE 3<sup>RD</sup> DAY OF APRIL A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING AT THE SAN MARCOS ACTIVITY CENTER IN SAN MARCOS, TEXAS. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER  
DEBBIE GONZALES INGALSBE  
WILL CONLEY  
KAREN FORD  
LINDA C. FRITSCHKE

COUNTY JUDGE  
COMMISSIONER, PCT. 1  
COMMISSIONER, PCT. 3  
COMMISSIONER, PCT. 4  
COUNTY CLERK

COMMISSIONER PCT. 2 JEFFERSON W. BARTON WAS ABSENT; THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Judge Sumter called the meeting to order at 6:45 p.m.

Meeting was led by Sandra Tassel (Look at the Land Inc.). She spoke of work done and work to be done. Parks & Open Space Advisory Board Chair Jorge Anchondo spoke of the board being eager to move forward and he spoke of committees that have been created (Executive Committee, Parks & Recreation Committee, and Open Space & Habitat Committee. A new master plan is needed. Sandra Tassel spoke of the Greenprinting meeting that was held on April 1<sup>st</sup> in Wimberley and she provided various handouts to the participants. A discussion was had regarding the selection of projects and process to be followed. Commissioner Conley advised that he would be supporting habitat related projects and he advised that he had to leave the meeting at this time for another commitment. The participants divided up into four groups for a criteria development exercise using four main categories to target the remaining funds: (1) secure public access to waterways, (2) preserve water quality and quantity, especially aquifer recharge areas; (3) conserve wildlife habitat, in particular for endangered species; and (4) increase passive recreation opportunities. Results from this exercise was discussed. Pat Johnson (Open Space Committee) advised that they will put together criteria and score sheet for consideration of projects. Sandra Tassel asked the participants to rank criteria for "call for projects" and turn it in to her and she spoke of proposed sequence. A discussion was had regarding privacy of properties submitted.

Court was adjourned at 8:50 p.m.

---

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 APRIL 2, 2009.



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



STATE OF TEXAS \*

COUNTY OF HAYS \*

ON THIS THE 7<sup>TH</sup> DAY OF APRIL A.D., 2009, 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 led the court in a moment of reflection and prayer and Commissioner Barton led the court in the Pledge of Allegiance to the flags. Judge Sumter called the meeting to order.

**PUBLIC COMMENT**

[T1-766] Gregory Foster and Daniel Scales made public comment

**26029 PROCLAMATION RECOGNIZING APRIL AS CHILD ABUSE AWARENESS MONTH**

A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to adopt Proclamation recognizing April as "Child Abuse Awareness" month. All voting "Aye". MOTION PASSED

**PRESENTATION BY SHERIFF RATLIFF ON HAYS COUNTY JAIL FACILITY [T1-180]**

Sheriff Tommy Ratliff spoke of current situation at the jail. He spoke of problems at the jail facility. Discussion was had regarding lawsuit related to the roof at the facility – action needs to be taken soon to correct those problems. Discussion was had regarding process that has already taken place regarding an assessment of the jail facility. Special Counsel Mark Kennedy spoke of deadline for funds related to the rooftop repair.

**FIRE MARSHAL PRESENTATION TO THE COURT BY MARK CHAMBERS [T1-404]**

Fire Marshal Mark Chambers gave a powerpoint presentation regarding mission and goals for his department. He spoke of increase in the number of fires in Hays County, dollar loss from structure fires, most common causes of fires, and duties and responsibilities (fire/life safety inspections, handle complaints and violations, and fire prevention education) of the Fire Marshal's department. Mark Chambers spoke of new webpage for the fire marshal's department and he spoke of the fire code that will soon be presented to the court for adoption.

**26030 RESCIND THE AWARD OF ENGINEERING DESIGN SERVICES FOR FM 110/SM LOOP TO KBR (KELLOGG BROWN & ROOT) AND TO ALTERNATIVELY AWARD THE ENGINEERING DESIGN SERVICES FOR FM 110/SM LOOP TO S&B INFRASTRUCTURE, LTD AND TO AUTHORIZE COMMISSIONER INGALSBE AND LEGAL COUNSEL TO NEGOTIATE A CONTRACT AND FEE PROPOSAL [T1-808]**

Commissioner Ingalsbe spoke. Sylvia Benini (Austin Center for Peace & Justice), Robert Whittenberg II (disabled veteran/activist), and Bryan Hannah made public comment. Commissioner Conley, Commissioner Barton, and Commissioner Ford spoke. A motion was made by Commissioner Ingalsbe, seconded Judge Sumter to rescind the award of Engineering Design Services for FM 110/SM Loop to KBR (Kellogg Brown & Root) and to alternatively award the Engineering Design Services for FM 110/SM Loop to S&B Infrastructure, Ltd. And to authorize Commissioner Ingalsbe and Legal Counsel to negotiate a contract and fee proposal. All voting "Aye". MOTION PASSED

**26031 APPROVE PAYMENTS OF COUNTY INVOICES**

A motion was made by Commissioner Ford, seconded by Commissioner Barton to approve payments of county invoices in the amount of \$823,994.75 as submitted by the County Auditor. All voting "Aye". MOTION PASSED



APRIL 7, 2009

\*\*\*\*\*

VOLUME U PAGE 83

**26032 APPROVE COMMISSIONER COURT MINUTES OF MARCH 31, 2009**

A motion was made by Commissioner Ford, seconded by Commissioner Barton to approve Commissioner Court Minutes of March 31, 2009 as presented by the County Clerk. All voting "Aye". MOTION PASSED

**26033 APPROVE RENEWAL OF BID #2005-B04 "CEMETERY MAINTENANCE" TO MAINTENANCE MANAGEMENT FOR ONE ADDITIONAL YEAR AS PROVIDED IN THE ORIGINAL BID**

A motion was made by Commissioner Ford, seconded by Commissioner Barton to approve renewal of Bid #2005-B04 "Cemetery Maintenance" to Maintenance Management for one additional year as provided in the original bid. All voting "Aye". MOTION PASSED

**26034 AUTHORIZE COMMERCIAL OSSF PERMIT FOR HARDY PURVIS TO SERVE A DOG KENNEL LOCATED AT 500 E. LOOP ST., BUDA, IN PRECINCT 2**

A motion was made by Commissioner Ford, seconded by Commissioner Barton to authorize commercial OSSF permit for Hardy Purvis to serve a dog kennel located at 500 E. Loop St., Buda, in Precinct 2. All voting "Aye". MOTION PASSED

**26035 AUTHORIZE TWO COMMERCIAL OSSF PERMITS FOR PARK JARRETT III FOR A FRISBEE GOLF COUNTRY CLUB BUSINESS(TWIN PARKS COUNTRY CLUB) LOCATED AT 1111 HAYS COUNTRY ACRES ROAD IN DRIPPING SPRINGS, IN PRECINCT 4**

A motion was made by Commissioner Ford, seconded by Commissioner Barton to authorize two commercial OSSF permits for Park Jarrett III for a Frisbee golf country club business (Twin Parks Country Club) located at 1111 Hays Country Acres Road in Dripping Springs, in Precinct 4. All voting "Aye". MOTION PASSED

**26036 AUTHORIZE RENEWAL OF CLIFFORD POWER SYSTEMS, INC., PLANNED MAINTENANCE AGREEMENT FOR THE HAYS COUNTY JUSTICE CENTER**

A motion was made by Commissioner Ford, seconded by Commissioner Barton to authorize renewal of Clifford Power Systems, Inc., Planned Maintenance Agreement for the Hays County Justice Center. All voting "Aye". MOTION PASSED

**26037 APPROVE ANNUAL RENEWAL OF THE TITLE V MATERNITY FUNDING FOR FY2010 IN THE AMOUNT OF \$15,619.00**

A motion was made by Commissioner Ford, seconded by Commissioner Barton to approve annual renewal of the Title V Maternity Funding for FY2010 in the amount of \$15,619.00. All voting "Aye". MOTION PASSED

**26038 [09-4-05 - 9 LOTS] HENLY LOOP SUBDIVISION - APPROVE PRELIMINARY PLAT [T1-995]**

Subdivision Coordinator Clint Garza spoke of this being a proposed division of 102 acres of land on Henly Loop (RM 165). The division is divided into 2 sections with Highway 290 separating Section 1 from Section 2. There are 9 lots proposed for the division with an average lot size of 11.32 acres. Subdivision Coordinator Clint Garza gave staff recommendation. A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve preliminary plat of Henly Loop Subdivision. All voting "Aye". MOTION PASSED

**26039 GRANT VARIANCE TO SUBDIVISION AND DEVELOPMENT RULES SECTION 3.11 TO ALLOW PERMITTING OF AN ON SITE SEWAGE FACILITY AND DEVELOPMENT PERMIT TO CRISTELA SERNA, OWNER OF A 2.0 ACRE PORTION OF LOT 4 OF THE GREEN ACRES SUBDIVISION [T1-1042]**

Commissioner Conley spoke of property owner purchasing an illegal division of land. Neighbors will not assist in properly platting this land and property owner cannot afford to plat the entire lot. Subdivision Coordinator Clint Garza spoke of City of Wimberley requesting that the entire Lot 4 be platted. This parcel meets all other requirements including the minimum lot size for a lot served by an individual well over the Edwards Aquifer Contributing Zone. Cristela Serna (property owner) spoke. A motion was made by Commissioner Conley, seconded by Commissioner Ford to grant variance to Subdivision and Development Rules Section 3.11 to allow permitting of an On Site Sewage Facility and Development Permit to Cristela Serna, owner of a 2.0 acre portion of Lot 4 of the Green Acres Subdivision. All voting "Aye". MOTION PASSED





**26040 [09-3-04 - 1 LOT] REPLAT OF LOTS 25 & 26 RIVER OAKS OF WIMBERLEY, UNIT 1, SECTION 2. DISCUSSION AND POSSIBLE ACTION TO CONSIDER WAIVER OF PUBLIC HEARING AND PRELIMINARY PLAN; APPROVE FINAL PLAT [T1-1784]**

Subdivision Coordinator Clint Garza gave staff recommendation. The proposed replat will dissolve the lot line between these two lots and create a new 1.720 acre lot 25R. This will result in a decrease in subdivision density therefore preliminary plan and public notification are not required. A motion was made by Commissioner Conley, seconded by Commissioner Barton to waive public hearing and preliminary plan approval and approve final plat of a replat of Lots 25 & 25 River Oaks of Wimberley, Unit 1, Section 2. All voting "Aye". MOTION PASSED

**26041 [09-3-6 - 1 LOT] HILLTOP PLACE SUBDIVISION, LOT 6 PART OF LOT 5, AND PART OF LOT 42. CONSIDER APPROVAL OF THE CONVEYANCE OF PORTIONS OF LOT 5, 6, AND 42 VIA A METES AND BOUNDS DESCRIPTION WITHOUT REVISION OF THE PLAT, PURSUANT TO SECTION 232.010 OF THE TEXAS LOCAL GOVERNMENT CODE [T1-1813]**

Subdivision Coordinator Clint Garza spoke of Hilltop Place being originally platted in 1977. In 1983 portions of Lot 5 and Lot 42 were conveyed and combined with Lot 6, resulting in a 10.00 acre lot. Over the last 25 years these lots have been bought and sold as legal divisions of property and the owners do not find the requirement to plat until they are ready to build. Special Counsel Mark Kennedy spoke of the local government code 232.010. Amy O'Neil (Realtor) spoke. Judge Sumter suggested that the lots be properly platted. [T1-2370] Commissioner Barton suggested adding a restriction on that lot that it not be further resubdivided without going through the platting process. A motion was made by Commissioner Conley, seconded by Commissioner Barton to approve the conveyance of portions of Lot 5, 6, and 42 via a metes and bounds description without revision of the plat, pursuant to Section 232.010 of the Texas Local Government Code subject to adding a restriction to no further division of this lot without proper platting. All voting "Aye". MOTION PASSED

**26042 ALLOW THE TRANSFER OF TWO VEHICLES TO THE BUILDING MAINTENANCE DEPARTMENT [T1-2462]**

The vehicles are a 2002 Ford Crown Victoria with mileage of 86,520, from the Personal Health Department, and a 1997 Crown Victoria with mileage of 73,110 from Constable Pct. 2. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to allow the transfer of two vehicles, one each, from the Personal Health Department and the Sheriff's Office to the Building Maintenance Department All voting "Aye". MOTION PASSED

**26043 APPROVE REPLACEMENT OF THE A/C UNITS FOR THE COURTHOUSE [T1-2493]**

Ron Knott, Director of Building Maintenance, spoke of these two units being 13 years old and needing to be replaced. Avatt Services submitted a bid. A motion was made by Judge Sumter, seconded by Commissioner Barton to approve the replacement of the air conditioning units for the Courthouse in an amount not to exceed \$22,607.36 to be paid from contingencies and to amend the budget accordingly. All voting "Aye". MOTION PASSED

**26044 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A MEMORANDUM OF AGREEMENT (MOA) BETWEEN HAYS COUNTY PERSONAL HEALTH DEPARTMENT AND CLAY PURSWELL, DDS FOR PREVENTIVE CARE SERVICES TO BE PROVIDED TO MEDICAID WELL CHILD CLIENTS OF THE PERSONAL HEALTH DEPARTMENT [T1-2700]**

This MOA will allow Clay Purswell, DDS to provide preventive dental services in the Personal Health Department to Medicaid well child clients. The term of the MOA will be April 1, 2009 through September 30, 2010. Through the First Dental Home program, Dr. Purswell will provide preventive services established by the Texas Department of State Health Services. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to authorize the County Judge to execute a Memorandum of Agreement (MOA) between Hays County Personal Health Department and Clay Purswell, DDS for preventive care services to be provided to Medicaid well child clients of the Personal Health Department. All voting "Aye". MOTION PASSED



APRIL 7, 2009

\*\*\*\*\*

\*\*\*\*\*

VOLUME U PAGE 85

**26045 [08-1-44 – 2 LOTS] GREEN-SAUCEDO SUBDIVISION – APPROVE FINAL PLAT [T1-2715]**

Subdivision Coordinator Clint Garza gave staff recommendation. This is a proposed division of 10 acres of land off of CR 158 in Precinct 1 and the City of Kyle's ETJ. Because all newly created lots will be over 5 acres, the City of Kyle has allowed platting to occur through Hays County. Any future divisions of the property will go through the City's processes. If approved, the division will result in 2 newly platted lots, each 5 acres in size. Each lot is to be served by public water supply (Goforth Water) and individual OSSF's. A motion was made by Commissioner Ingalsbe seconded by Commissioner Barton to approve final plat of Green-Saucedo Subdivision. All voting "Aye". MOTION PASSED

**26046 ADOPT A RESOLUTION IN SUPPORT OF THE TEXAS DEPARTMENT OF TRANSPORTATION IN DUAL DESIGNATION OF SH 80 AND SH 142 FROM THE INTERSECTION AT IH 35 IN SAN MARCOS TO THE INTERSECTION OF SH 142 SOUTHWEST OF LOCKHART [T1-2734]**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to adopt a Resolution in support of the Texas Department of Transportation in dual designation of SH 80 and SH 142 from the intersection at IH 35 in San Marcos to the intersection of SH 142 southwest of Lockhart. All voting "Aye". MOTION PASSED

**26047 ACCEPT RESIGNATIONS FROM CAROL CALLAWAY AND LOUISE SIMON FROM THE CLAIBORNE KYLE LOG HOUSE COMMISSION AND APPROVE THE APPOINTMENTS OF CALE BAESE AND CHRISTINA BAESE TO THE CLAIBORNE KYLE LOG HOUSE COMMISSION [T1-2768]**

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to accept resignations from Carol Callaway and Louise Simon from the Claiborne Kyle Log House Commission and Approve the Appointments of Cale Baese and Christina Baese to the Claiborne Kyle Log House Commission. All voting "Aye". MOTION PASSED

**DISCUSSION OF A RESOLUTION REGARDING THE ISSUANCE OF FIRST MORTGAGE REVENUE BONDS BY TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION, PURSUANT TO THE PROVISIONS OF THE CULTURAL EDUCATION FACILITIES FINANCE CORPORATION ACT [T1-2788]**

Special Counsel Mark Kennedy explained the required action needed. Commissioner Conley voiced his concerns and requested postponement of action at this time.

**26048 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT WITH HDR FOR PROGRAM MANAGEMENT FOR PRIORITY ROADS LISTED IN THE ROAD BOND AND TO AUTHORIZE WORK ORDER #1 [T1-2949]**

A motion was made by Commissioner Conley, seconded by Commissioner Ford to authorize the County Judge to execute a contract with HDR for Program Management for priority roads listed in the Road Bond and to authorize Work Order #1. All voting "Aye". MOTION PASSED

**26049 AUTHORIZE THE COUNTY JUDGE TO SIGN AN INTERLOCAL AGREEMENT WITH THE CITY OF AUSTIN RELATING TO THE REGULATION OF SUBDIVISION PLATS AND RELATED PERMITS IN THE CITY'S ETJ AS REQUIRED BY H.B. 1445, 77<sup>TH</sup> LEGISLATURE (2001), CODIFIED AT CHAPTER 242 OF THE LOCAL GOVERNMENT CODE [T1-3000]**

Special Counsel Mark Kennedy spoke of our 1445 Agreement with the City of Austin which has expired. The proposed 1445 Agreement will replace the expired agreement and renew annually automatically, unless terminated by either party with 30 days notice. Commissioner Ford suggested changes regarding review by the Edwards Aquifer/Trinity Aquifer districts regarding water availability, term of agreement date needs to be changed, current staff information update, and adding departments for notification. Mark Kennedy spoke of county interacting with the groundwater districts rather than the City of Austin. A motion was made by Commissioner Barton, seconded by Commissioner Ford to authorize the County Judge to sign an Interlocal Agreement with the City of Austin relating to the regulation of subdivision plats and related permits in the city's ETJ as required by H.B. 1445, 77<sup>th</sup> Legislature (2001), codified at Chapter 242 of the Local Government Code as amended this date. All voting "Aye". MOTION PASSED



- 26050 APPROVE RECOMMENDATION OF THE GOVERNMENT CENTER BUILDING COMMITTEE REGARDING THE SELECTION OF A PROGRAM MANAGER; TO AWARD THE PROGRAM MANAGEMENT FOR DESIGN/CONSTRUCTION OF THE GOVERNMENT CENTER; AND TO AUTHORIZE THE BUILDING COMMITTEE TO NEGOTIATE A CONTRACT [T1-3370]**

Commissioner Ingalsbe spoke of committee meeting and ranking four firms: Broaddus & Associates, HS&A, KDC, and MRB. Top ranked firm was Broaddus & Associates. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to accept the recommendation of the Government Center Building Committee for Program Manager, award the Program Management to Broaddus & Associates for design/construction of the Government Center and authorize the building committee to negotiate a contract. All voting "Aye". MOTION PASSED

**Clerk's Note: Agenda Item #22 RE: AUTHORIZE PBS&J TO PROCEED WITH THE CONSTRUCTION DOCUMENT PHASE OF THE HAYS COUNTY GOVERNMENT CENTER was PULLED. [T1-3441]**

- 26051 DISCUSSION REGARDING PROPOSED DISPUTE RESOLUTION CENTER AND ACTION [T2-33]**

Anna Bartkowski, Hays County resident and Credentialed Mediator, gave a powerpoint presentation regarding alternative dispute resolution (ADR) centers. She introduced former Chief Justice Frank G. Evans, Texas State Associate Professor Walter Wright, Attorney Barbara Stroud, St. Edwards University Adjunct Professor Walt Krudop, McLennan County DRC Executive Director, Mike Kopp, and Kyle Municipal Court Judge Sundra Spears. Anna Bartkowski explained the mediation process, training and standards, and gave a brief history of ADR. She spoke of structure and organization of the DRC (dispute resolution center), cost benefit analysis (initial startup cost = \$17,400), and annual profit and loss figures. Funding is provided by a filing fee in civil cases filed in district, county, and justice precincts and fees collected at time of mediation by parties involved. Sundra Spears spoke of pilot program in Houston in the beginning that she was involved in and spoke of its success. Mike Kopp spoke of DRC in McLennan County - keeps cases out of the court system that would involve numerous hearings. Judge Frank Evans spoke of the mediation system and how it helps the courts, attorneys, and everyone involved. Mark Zuniga, Asst. District Attorney, spoke of having used the DRC in Bexar County with CPA cases. Walter Wright spoke of creating a DRC using volunteers and he offered to help train the first set of mediators for Hays County - Texas State University would provide space for that training. District Clerk Cecelia Adare spoke of mandate once we reach the set population and she spoke in support of the DRC. Anna Bartkowski requested that the court approve the creation and authorize collecting the court cost to help fund. [T2-1636] A motion was made by Commissioner Ford, seconded by Commissioner Barton to move forward with investigation of a DRS with this group. All voting "Aye". MOTION PASSED.

- 26052 FUND THE PURCHASE OF A RADIO FROM LCRA FOR USE BY DPS IN ORDER FOR COMMUNICATION TO FLOW BETWEEN SHERIFF'S DEPUTIES AND THE DPS TROOPER WORKING IN THE SAME AREA OF HAYS COUNTY [T2-1679]**

Commissioner Ford spoke of the need for the two agencies to be able to communicate when in the Northwest part of the county. The radio will be used by DPS but remain the property of the Hays County Sheriff's Department. Cost = \$2500 for radio, etc. plus \$24.95 per month until the end of this fiscal year. A motion was made by Commissioner Ford, seconded by Commissioner Conley to fund the purchase of a radio from LCRA for use by DPS (Precinct 4 Trooper) in order for communication to flow between Sheriff's Deputies and the DPS Trooper working in the same area of Hays County to be funded out of contingencies in an amount not to exceed \$2650 and to amend the budget accordingly. All voting "Aye". MOTION PASSED

**Clerk's Note: Agenda Item #29 RE: DISCUSSION OF PROPOSED DEVELOPMENT REGULATIONS AND RESPONSE TO COMMENTS was PULLED.**

Court was adjourned.

**I, LINDA C. FRITSCH, 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 APRIL 7, 2009.**



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

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Approve specifications for Bid #2009-B11 Construction of Metal Building for Hays County Citizens Collection Station/Driftwood and authorize Purchasing to solicit for bid and advertise.**

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

**PREFERRED MEETING DATE REQUESTED:** April 14 , 2009

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY:** Herzog/Maiorka/Pinnix

**SPONSORED BY:**

**SUMMARY:** (see attached) The funds for this project are available through the CAPGOG grant.  
**Budget 01-759-5741.**

**SPECIFICATIONS FOR CONSTRUCTION OF METAL BUILDING FOR HAYS COUNTY CITIZENS COLLECTION  
STATION/DRIFTWOOD  
Bid # 2009-B11  
Hays County, Texas**

**1. GENERAL CONDITIONS**

- 1.1. Bids are solicited for furnishing the materials set forth in this Invitation for Bid. Completed bids must be received in the Purchasing Office before 2:00 p.m. on the "opening date". All bids must be in a sealed envelope clearly marked with the bid number and opening date.
- 1.2. Bids received in the County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Hays County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in the Purchasing office shall be the official time of receipt. Hays County does not accept fax bids.
- 1.3. Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity.
- 1.4. The county is tax exempt; therefore tax shall not be included in this offer.
- 1.5. The bidder agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be forty five (45) calendar days unless a different period is noted by bidder.
- 1.6. The county reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.
- 1.7. Invoices shall be sent directly to the Hays County Auditor, 111 E. San Antonio St., Ste 100, San Marcos, Texas 78666, and attention: Accounts Payable. Payment will be processed after notification that all equipment, services, labor, etc. have been received satisfactorily and the project has been completed.
- 1.8. Hays County terms of invoice are net 30 days from statement date.
- 1.9. The bid award shall be based on but not necessarily limited to, the following factors:
  - 1.9.1. Total Price
  - 1.9.2. Special needs and requirements of Hays County.
  - 1.9.3. Vendor's past performance record with Hays County.
  - 1.9.4. Hays County's evaluation of vendor's ability.



**SPECIFICATIONS FOR CONSTRUCTION OF METAL BUILDING FOR HAYS COUNTY CITIZENS COLLECTION  
STATION/DRIFTWOOD**

**Bid #2009-B11  
Hays County, Texas**

- 1.10. If bid is accepted and approved by Commissioners' Court then this bid becomes the contract and there are no oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change order.
- 1.11. Any interpretations, corrections or changes to this invitation for bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Agent. Addenda will be mailed to all who are known to have received a copy of this invitation for bid. Bidders shall acknowledge receipt of all addenda.
- 1.12. The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.
- 1.13. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any county employee. Only those communications that are in writing from the purchasing department shall be considered as a duly authorized expression on behalf of the county.
- 1.14 All bidders will be required to furnish proof of insurance for Workers Compensation, auto liability and general liability before any work may begin and shall remain in effect during the life of the contract.
- 1.15 If bidder does not wish to submit a bid at this time, but desires to remain on the bidder's list, please submit a "NO BID" by the same time and at the same location as specified in this IFB. Hays County is always very conscious and extremely appreciative of the time and effort you must expend to submit a bid. We would appreciate you indicating on any "NO BID" response the reason for submitting a no bid.
- 1.16 This contract shall remain in effect until contract expires or is in default. Either party may terminate this contract with a forty-five (45) day written notice to the other party prior to cancellation. The termination notice must state the reason(s) for such cancellation. The County reserves the right to terminate the contract immediately in the event the successful bidder fails to perform in accordance with the accepted IFB.
- 1.17 Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct deficiencies.
- 1.18 This contract will be immediately canceled if it is found by the Commissioners Court that its continued performance endangers the citizens, personnel, property of Hays County or the environment.
- 1.19 The vendor shall make himself familiar with and at all times shall observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the conduct of the work and shall indemnify and save harmless the County of Hays and its representatives against any claims arising.
- 1.20 **References:** bidder will supply the name and address of representatives where it has performed this service in the past or is now under contract for such services of the same and who may be contacted for references and performance history. The list of references will include company name, address, phone number, and contact name.
- 1.21 **Experience:** bidder certifies that it has a minimum of three (3) years experience in this field and projects of this size.
- 1.22 **Basis of award:** the County reserves the right to award a contract to a bidder on the basis of total low bid or the best value to the County. Bidders must bid on all items in order to be responsive.
- 1.23 **Notice to proceed:** will be issued after approval of the Commissioners Court with a letter of award and issuance of a purchase order.

## INSURANCE AND LIABILITY

During the period of this contract, successful bidder will maintain at its expense, insurance with limits no less than those prescribed below. With respect to required insurance, successful bidder will:

1. Name the County as additional insured/or an insured, as its interest may appear.
2. Provide the County with a thirty (30) day advance written notice of cancellation or material change to said insurance.
3. **Provide the Purchasing Office a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of contract award.**

**Required coverage is as follows:** (a) workers compensation insurance as required by applicable law; (b) employers liability insurance with limits not less than \$1million; (c) commercial liability, including products and completed operations and contractual liability, with a combined single limit of \$1 million per occurrence; and (d) excess liability insurance with limits not less than \$1 million.



## **2. BID SPECIFICATIONS**

- 2.1 **Scope:** the successful bidder will provide all labor, equipment, tools, materials, supplies, supervision, and other items or services necessary to provide the construction of a concrete foundation and install metal building w/one (1) side open and one (1) side and both ends enclosed.
- 2.2 **Security and maintenance:** the successful bidder will be responsible for reasonable protection and safeguarding all the County property within the work areas during performance under this contract. Successful bidder will be briefed on area accessibility prior to contract start date.
- 2.3 **Project location:** this project is located at the Hays County Citizens Collection Station at 20290 FM 150 West in Driftwood, Texas 78619.
- 2.4 **Concrete slab: (or equivalent)**
- 40' x 30' concrete slab 5" thick with 3000 psi cement, smooth finish
  - install compact sub grade as needed
  - all exterior and interior beams (210LF) 12" wide x 24" deep w/45/8" rebar (2 top and 2 bottom)
  - reinforce concrete w/3/8" rebar on 16" centers
  - vapor barrier under slab
- 2.5 **Metal Building: (or equivalent)**
- 40' x 30' with one side open and one (1) side and both ends enclosed
  - building to have a single pitched roof sloped from front to back
  - x-bracing for end and back walls
  - inside of building to have 14' clearance at front and no less than 12' clearance at back of building
  - inside of building will have no support post except at front and back of building along perimeter
  - primary steel & secondary steel red oxide
  - roof sheeting 26 gauge galvalume
  - wall sheeting 26 gauge matching color
  - all trim matching w/26 gauge

**Bid due date will be April 30, 2009 no later than 2:00 p.m.**

**SPECIFICATIONS FOR CONSTRUCTION OF METAL BUILDING FOR HAYS COUNTY CITIZENS COLLECTION  
STATION/DRIFTWOOD**

**Bid #2009-B11  
Hays County, Texas**

**BID SHEET**

**BID DUE: April 30, 2009 no later than 2:00 p.m.**

**NAME OF BIDDER:**

\_\_\_\_\_

**Installation of 40' x 30' concrete slab for  
metal building**

**\$ \_\_\_\_\_**

**Installation of 40' x 30' metal building**

**\$ \_\_\_\_\_**

**Total bid price for complete project**

**\$ \_\_\_\_\_**

**The undersigned affirms that they are duly authorized to execute this bid, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder prior to the official opening.**

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_

**Signature** \_\_\_\_\_

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

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

**SPECIFICATIONS FOR CONSTRUCTION OF METAL BUILDING FOR HAYS COUNTY CITIZENS  
COLLECTION STATION/DRIFTWOOD  
BID #2009-B11**

**\*CONTRACT\***

**STATE OF TEXAS  
COUNTY OF HAYS**

WHEREAS, The attached "Bid Package" which includes the **Cover Sheet, Instructions, Specifications, and Bid Sheet(s)** for the item(s) being published for competitive bid, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, the Hays County Commissioners' Court as the governing body of Hays County did on \_\_\_\_\_, 20\_\_ award a contract to \_\_\_\_\_ (Vendor/Bidder) for furnishing the materials, equipment, supplies and/or services in quantities and at prices as set forth in the above-attached "Bid Package"; and

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

**WITNESSETH**

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

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

**Prior Agreements Superseded**

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

**Amendment**

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at Hays County, Texas, effective as of the date awarded above, if any.

VENDOR

HAYS COUNTY

BY: \_\_\_\_\_ BY: \_\_\_\_\_  
AUTHORIZED AGENT COUNTY JUDGE

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

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

**Vendor/Bidder's Affirmation**

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.
2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to 262.076 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

\_\_\_\_\_ Does not own taxable property in Hays County.

\_\_\_\_\_ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County.

\_\_\_\_\_  
**Name of Contracting Company**

\_\_\_\_\_  
**Contact Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Mailing Address**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip Code**

\_\_\_\_\_  
**Signature of Company Official Authorizing Bid/Offer**

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

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**E-mail address**

## **Conflict of Interest Disclosure**

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

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

The new law applies to:

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

The forms for reporting are available at [www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

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

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

Hays County Clerk  
137 Guadalupe Street  
San Marcos, Texas 78666

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Approve renewal of Bid #2006-B17 "Furnish & Install Guardrails" with Roadway Specialties for one (1) additional year as provided for in the original bid.**

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

**PREFERRED MEETING DATE REQUESTED: April 14 , 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

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

**SPONSORED BY:**

**SUMMARY: (see attached) The Road Department is satisfied with the performance of Roadway Specialties and would like to renew their bid for one (1) additional year. All terms and conditions remain unchanged and in full force and effect. There is no increase in pricing.**



**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

**Bill Herzog, CPA**  
County Auditor  
bherzog@co.hays.tx.us

ROADWAY SPECIALTIES, INC

APR 01 2009

RECEIVED

**Cindy Maiorka, CPPB**  
Purchasing Manager  
cindym@co.hays.tx.us

Roadway Specialties  
P O Box 90309  
Austin, Texas 78709

March 26, 2009

The bid for "Furnish & Install Guardrails" will expire July 11, 2009. This letter will serve as notice that Hays County would like to renew your existing bid for one (1) additional year, provided all terms and conditions remain unchanged and in full force and effect as provided in the original bid. If you are in agreement with this, please sign below and mail back to Hays County Purchasing Office, 111 E San Antonio St., Ste.101, San Marcos, Texas 78666.

If you have any questions please feel free to contact me at 512-393-2273.

Please find enclosed the tabulation sheet.

Sincerely,

Cindy Maiorka, CPPB  
Purchasing Manager

Signature

Printed  
Name

Company  
Name

*[Handwritten Signature: Danelle Shelton]*  
*[Handwritten Date: April 1, 2009]*  
DALETTIE SHELTON, PRESIDENT  
Roadway Specialties, Inc.



## *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: Authorize the County Judge to execute an amendment extending the contract termination date for CAPCOG Grant 08-12-G16 for Recycling Center.**

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

**PREFERRED MEETING DATE REQUESTED: April 14, 2009**

**AMOUNT REQUIRED: NA – Contract time extension only**

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

**REQUESTED BY: Hauff/Pinnix**

**SPONSORED BY: Sumter**

#### **SUMMARY:**

A grant contract was executed on March 24, 2008 with the Capital Area Council of Governments (CAPCOG) for a Solid Waste Implementation Grant to fund equipment and a building for a third recycling center in the eastern part of the County. After an extensive search, suitable property could not be found on which to locate this center, and CAPCOG has agreed to allow the grant funding to instead be utilized for enhancement of the recycling center at Driftwood. A storage building will be erected on this site for recyclable materials.

A previous extension to the grant term was requested and approved, with the current contract expiration date of April 30, 2009. To allow for bidding and construction of the building, CAPCOG has allowed additional time to complete this grant project. The attached Contract Amendment extends the completion date of the project to **July 31, 2009** and will allow Hays County staff adequate time to finish the project.

## SOLID WASTE EQUIPMENT AND SERVICES

**Upon execution, this amendment:**

Amended contract end date: July 31, 2009

Amended contract amount: \$ \_\_\_\_\_

Amended contract amount: \$ \_\_\_\_\_

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Approve maintenance agreement w/Clifford Power Systems for the generator at the Juvenile Detention Center.**

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

**PREFERRED MEETING DATE REQUESTED: April 14 , 2009**

**AMOUNT REQUIRED:**

**LINE ITEM NUMBER OF FUNDS REQUIRED:**

**REQUESTED BY: Brett Littlejohn**

**SPONSORED BY: SUMTER**

**SUMMARY: This is the same vendor that is being used for the maintenance of the generator for the Justice Center.**

## PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems, Inc. ("CPS") agrees to provide Hays County Juvenile Center ("Customer"), and Customer agrees to accept and pay for parts and services necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 2250 Clovis Barker Rd. City: San Marcos ST: TX ZIP: 78666

### EQUIPMENT

Generator	Make: GENERAC	M/N: DS125-43650D 18EBYYC	S/N:	Spec #: 125KW
Engine	Make:	M/N:	S/N:	Spec #:
ATS	Make:	M/N:	S/N:	Spec #:

This agreement will be in accordance to the following terms and conditions, for a period of one (1) year.

In consideration of the agreements herein contained:

- Customer agrees to: Remit \$ 821.00 for the PM services and \$ 629.00 for the additional services for a total annual amount \$1,450.00 payable prior to the initial maintenance inspection service performed by CPS. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. *Customer also agrees to pay all applicable taxes and environmental fees.*
- CPS agrees to: Perform PM inspections of Equipment 2 times per year at approximate 6 month intervals. Work to be performed during regular business hours 8:00AM to 5:00PM Monday through Friday. All applicable items of Equipment shall be inspected and reported to the Customer. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes described below as Included PM Items.
- Customer also authorizes: CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed \$ na (\$500 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount will be referred to the Customer for action and additional authorization. Cost for additional repairs will be invoiced separately at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
- Customer also authorizes: CPS to perform a Diesel Fuel Top Off Service for an amount not exceed \$ na (\$600 recommended) without customer authorization. This service shall be documented on the inspection report. Cost for fuel service will be invoiced separately at CPS prevailing labor and fuel rates. Service Trucks are capable of providing up to 100 gallons, if approved pricing covers costs.
- CPS warrants its work: For a period of ninety (90) days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS.
- Failures of new parts installed by CPS: Failure of any new part/s installed by CPS during the course of maintenance service, shall be covered by the manufacturer's warranty of said part/s.
- Renewal: This agreement will automatically renew at the completion of the agreement period unless cancelled per paragraph 8.
- This agreement may be cancelled by either party: With a ninety (90) day written notification.
- Limitation of Liability: Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

### INCLUDED PM ITEMS

A. Oil change once per year.	B. Oil filter change at time of oil change.
C. Fuel filter change (if applicable) once per year.	D. Oil analysis will be done (by outside laboratory) at time of oil change.
E. Coolant filter change (if applicable) once per year.	F. Coolant freeze point and inhibitor check each visit.

Yes/No

### OPTIONAL PM SERVICES INCLUDED IN THE ABOVE PRICE

☐ Perform 2 Hour Load Bank Test in accordance with NFPA 110 1 times per year. \$629.00  
☐ Perform Fuel Maintenance Treatment        times per year.  
☐ Perform Fuel Quality and Contamination analysis (by outside laboratory)        times per year.  
☐ Perform Fuel Top Off as described in above item four above        times per year.

Approved by \_\_\_\_\_  
 Approved by \_\_\_\_\_  
 Approved by \_\_\_\_\_  
 Approved by \_\_\_\_\_

CPS and Customer have agreed to the above this day.

By: Scott Boddicker Date: 1-23-09  
*Clifford Power Systems-Representative*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*Customer-Representative*

Tulsa, OK  
918-836-0066

Oklahoma City, OK  
405-949-2332

Dallas-Ft. Worth, TX  
817-640-5544

Longview, TX  
903-291-8305

Austin, TX  
512-477-6937

San Antonio, TX  
210-333-0377

Original-Customer

2<sup>nd</sup> Page-CPS

3<sup>rd</sup> Page-CPS

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 **12:00 noon** on **WEDNESDAY**.

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

**AGENDA ITEM:** Discussion and possible action for the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Kuykendall subdivision.

**Consent, Action, Executive Session, Etc. –**

**MEETING DATE REQUESTED:** April 14, 2009

**REQUESTED BY:** Commissioner Ford / Jerry Borcharding

**FUNDS REQUIRED:**

**SUMMARY:**

The maintenance bond for Kuykendall subdivision expires April 17, 2009. The Road Department has inspected and recommends its acceptance for maintenance. The list of road segments include: Rightwater Preserve (978 ft.).

COUNTY JUDGE

☐

COUNTY AUDITOR

☐

COMMISSIONER PCT. 1

☐

COMMISSIONER PCT. 2

☐

COMMISSIONER PCT. 3

☐

COMMISSIONER PCT. 4

☐

**ACTION TAKEN / ACTION REQUIRED:**



**OFFICE OF THE COUNTY ENGINEER**  
**Jerry Borcharding, P.E.**  
**P. O. Box 906 San Marcos, Texas 78667**  
**(512) 393-7385 Fax (512) 393-7393**

---

4/08/09

Honorable Liz Sumter  
111 E. San Antonio Street  
San Marcos, Texas 78666

RE: Kuykendall Subdivision

Dear Commissioners and Judge:

Marshall E. Kuykendall, Jr., Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Kuykendall Subdivision. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Wayne H. Murray, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the maintenance bond be released and that the roads be accepted into County maintenance.

Respectfully,

A handwritten signature in cursive script that reads "Jerry Borcharding".

Jerry Borcharding, P.E.  
Road Engineer Superintendent  
Hays County Road & Bridge Department

## CMA Engineering, Inc.

---

Robert P. Callegari, P.E.  
Felix J. Manka, P.E.

June 5, 2006

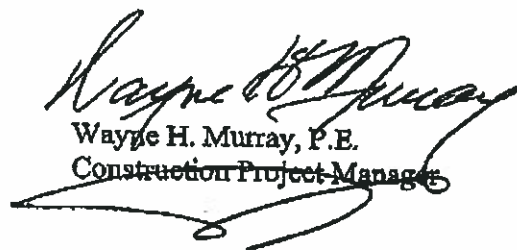
Jerry H. Borcharding, P.E.  
County Engineer  
Hays County Road Department  
2171 Yarrington Road  
P.O. Box 906  
San Marcos, Texas 78667-0906

RE: CONSTRUCTION OF ROADWAY & DRAINAGE IMPROVEMENTS  
FOR KUYKENDALL SUBDIVISION";  
CMA No. 1244-001

Dear Mr. Borcharding:

Please be advised that the referenced Project, CONSTRUCTION OF ROADWAY & DRAINAGE IMPROVEMENTS FOR KUYKENDALL SUBDIVISION"; has been completed. The construction was completed substantially according to the Approved Plans and Specifications. We will provide you "As Built" drawings under separate cover.

Very truly yours,  
CMA Engineering, Inc.



Wayne H. Murray, P.E.  
Construction Project Manager

cc: Marshall Kuykendall



**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906  
San Marcos, TX 78667  
<http://co.hays.tx.us>

512/393-7385 EXT 29  
CELL: 512/738-2555  
FAX: 512/393-7391

**INSPECTION REPORT**

LOCATION:	Kuykendal Subdivision	DATE:	2/11/2009
OWNER:	Marshal Kuykendal	WEATHER:	Clear
CONTRACTOR:	Terry Jackson	TIME:	2:30p
INSPECTOR:	Todd Spencer		

**SITE OBSERVATIONS:****PUNCHLIST FOR ACCEPTANCE OF MAINTENANCE**

1. Seal Cracks
2. Clean Road
3. Remove all rocks 6" and larger from r.o.w
4. Dress ditches
5. All environmental issues with Betty to be addressed

Todd Spencer, Construction Inspector

2/11/2009  
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 12:00 noon on WEDNESDAY.**

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

**AGENDA ITEM:** Discussion and possible action for the release of the maintenance bond, release of the revegetation bond, and accept for maintenance all road and drainage improvements within County ROW for Belterra subdivision, Phase 4, Section 18.

**Consent, Action, Executive Session, Etc. –**

**MEETING DATE REQUESTED:** April 14, 2009

**REQUESTED BY:** Commissioner Ford / Jerry Borcharding

**FUNDS REQUIRED:**

**SUMMARY:**

The maintenance and revegetation bonds for Belterra subdivision, Phase 4, Section 18 don't expire until November 27, 2009. The Road Department has inspected and recommends its acceptance for maintenance. The list of road segments include:

COUNTY JUDGE

☐

COUNTY AUDITOR

☐

COMMISSIONER PCT. 1

☐

COMMISSIONER PCT. 2

☐

COMMISSIONER PCT. 3

☐

COMMISSIONER PCT. 4

☐

**ACTION TAKEN / ACTION REQUIRED:**



**OFFICE OF THE COUNTY ENGINEER**  
**Jerry Borcharding, P.E.**  
**P. O. Box 906 San Marcos, Texas 78667**  
**(512) 393-7385 Fax (512) 393-7393**

---

3/31/09

Honorable Liz Sumter  
111 E. San Antonio Street  
San Marcos, Texas 78666

Walking W Ranch Phase C

Dear Commissioners and Judge:

Jim Walker, Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Walking W Ranch Phase C. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Douglas R. Rummel, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the maintenance bond be released and that the roads be accepted into County maintenance.

Respectfully,

A handwritten signature in black ink, which appears to read "Jerry Borcharding". The signature is written in a cursive, flowing style.

Jerry Borcharding, P.E.  
Road Engineer Superintendent  
Hays County Road & Bridge Department





Carlson, Brigrance & Doering, Inc.

Civil Engineering & Surveying

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: WALKING W RANCH PHASE C

SCOPE OF WORK: W          WW          S/D X ALL         

Owner's Name and Address

Consultant Engineer's Name  
and Address

Walking W Ranch, LLC

Carlson, Brigrance & Doering, Inc.

Mr. Jim Walker

5501 West William Cannon Drive

11401 Toledo Drive

Austin, Texas 78749

Austin, Texas 78759

This is to certify that I, the undersigned professional engineer, or my representative, have reviewed non-City construction progress reports, logs, shop drawings, and test reports. On this date, I made an on-site inspection of the referenced project. No discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project by design, except those listed below. I, therefore, recommend acceptance of this project by the County of Hays, upon satisfactory correction of the following items:

NA



Seal

Douglas Rummel, Jr., P.E.

3-16-07  
Date

97387  
Texas Registration Number

Carlson, Brigrance & Doering, Inc.  
I.D. #F3701

4012-concurr.doc

5501 West William Cannon • Austin, Texas 78749 • (512) 280-5160 • Fax (512) 280-5165



**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906

512/393-7385 EXT 29

San Marcos, TX 78667

CELL: 512/738-2555

<http://co.hays.tx.us>

FAX: 512/393-7391

**INSPECTION REPORT**LOCATION: Walking W Ranch Phase CDATE: 2/25/2009OWNER: Jim WalkerWEATHER: Mostly CloudyCONTRACTOR: Terry JacksonTIME: 2:00pINSPECTOR: Todd Spencer**SITE OBSERVATIONS:****PUNCHLIST FOR ACCEPTANCE OF MAINTENANCE**

1. Remove all debris from right-of-way
2. Remove all rocks 6" and larger from right-of-way (except what the engineer calls for in the steep grade area)
3. Concurrence letter from the design engineer
4. Asbuilt plans from design engineer

A handwritten signature of Todd Spencer is written over a horizontal line.

Todd Spencer, Construction Inspector

2/25/2009

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 12:00 noon on WEDNESDAY.**

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

**AGENDA ITEM:** Discussion and possible action for the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Walking W Ranch subdivision, Phase C.

**Consent, Action, Executive Session, Etc. –**

**MEETING DATE REQUESTED:** April 14, 2009

**REQUESTED BY:** Commissioner Ford / Jerry Borcharding

**FUNDS REQUIRED:**

**SUMMARY:**

The maintenance bond for Walking W Ranch subdivision, Phase C expired October 17, 2008. The Road Department has inspected and recommends its acceptance for maintenance. The list of road segments include: Julieanne Cove (2,764 ft.), Buffy Cove (391 ft.) and Jeffrey Pass (318 ft.).

COUNTY JUDGE

☐

COUNTY AUDITOR

☐

COMMISSIONER PCT. 1

☐

COMMISSIONER PCT. 2

☐

COMMISSIONER PCT. 3

☐

COMMISSIONER PCT. 4

☐

**ACTION TAKEN / ACTION REQUIRED:**



**OFFICE OF THE COUNTY ENGINEER**  
**Jerry Borcharding, P.E.**  
**P. O. Box 906 San Marcos, Texas 78667**  
**(512) 393-7385 Fax (512) 393-7393**

---

3/31/09

Honorable Liz Sumter  
111 E. San Antonio Street  
San Marcos, Texas 78666

Walking W Ranch Phase C

Dear Commissioners and Judge:

Jim Walker., Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Walking W Ranch Phase C. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Douglas R. Rummel, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the maintenance bond be released and that the roads be accepted into County maintenance.

Respectfully,

A handwritten signature in black ink, reading "Jerry Borcharding". The signature is written in a cursive, flowing style.

Jerry Borcharding, P.E.  
Road Engineer Superintendent  
Hays County Road & Bridge Department





Carlson, Brigrance & Doering, Inc.

Civil Engineering ♦ Surveying

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: WALKING W RANCH PHASE C

SCOPE OF WORK: W WW S/D X ALL

Owner's Name and Address

Consultant Engineer's Name  
and Address

Walking W Ranch, LLC

Carlson, Brigrance & Doering, Inc.

Mr. Jim Walker

5501 West William Cannon Drive

11401 Toledo Drive

Austin, Texas 78749

Austin, Texas 78759

This is to certify that I, the undersigned professional engineer, or my representative, have reviewed non-City construction progress reports, logs, shop drawings, and test reports. On this date, I made an on-site inspection of the referenced project. No discrepancy or deviation from the approved construction plans exist which may materially affect the usefulness of the work for the purpose and life intended for the project, by design, except those listed below. I, therefore, recommend acceptance of this project by the County of Hays, upon satisfactory correction of the following items:

NA



Seal

Douglas Rummel, Jr., P.E.

Date

3-16-09

97387

Texas Registration Number

Carlson, Brigrance & Doering, Inc.

LD #F3791

4012-concurr.doc

5501 West William Cannon ♦ Austin, Texas 78749 ♦ (512) 280-5160 ♦ Fax (512) 280-5165



**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906  
San Marcos, TX 78667  
<http://co.hays.tx.us>

512/393-7385 EXT 29  
CELL: 512/738-2555  
FAX: 512/393-7391

**INSPECTION REPORT**

LOCATION:	<u>Walking W Ranch Phase C</u>	DATE:	<u>2/25/2009</u>
OWNER:	<u>Jim Walker</u>	WEATHER:	<u>Mostly Cloudy</u>
CONTRACTOR:	<u>Terry Jackson</u>	TIME:	<u>2:00p</u>
INSPECTOR:	<u>Todd Spencer</u>		

**SITE OBSERVATIONS:****PUNCHLIST FOR ACCEPTANCE OF MAINTENANCE**

1. Remove all debris from right-of-way
2. Remove all rocks 6" and larger from right-of-way (except what the engineer calls for in the steep grade area)
3. Concurrence letter from the design engineer
4. Asbuilt plans from design engineer

A handwritten signature of Todd Spencer in black ink.

Todd Spencer, Construction Inspector

2/25/2009

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 12:00 noon on WEDNESDAY.**

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

**AGENDA ITEM:** Discussion and possible action for the release of the maintenance bond and accept for maintenance all road and drainage improvements within County ROW for Belterra subdivision, Phase 3, Section 11B.

**Consent, Action, Executive Session, Etc. –**

**MEETING DATE REQUESTED:** April 14, 2009

**REQUESTED BY:** Commissioner Ford / Jerry Borcharding

**FUNDS REQUIRED:**

**SUMMARY:**

The maintenance bond for Belterra subdivision, Phase 3, Section 11B expired March 13, 2009. The Road Department has inspected and recommends its acceptance for maintenance. The list of road segments include: Miss Ashley Street (500 ft.), Maeves Way (1,270 ft.) and Harris Drive (1,200 ft.).

COUNTY JUDGE

☐

COUNTY AUDITOR

☐

COMMISSIONER PCT. 1

☐

COMMISSIONER PCT. 2

☐

COMMISSIONER PCT. 3

☐

COMMISSIONER PCT. 4

☐

**ACTION TAKEN / ACTION REQUIRED:**



**OFFICE OF THE COUNTY ENGINEER**  
**Jerry Borcharding, P.E.**  
**P. O. Box 906 San Marcos, Texas 78667**  
**(512) 393-7385 Fax (512) 393-7393**

---

3/31/09

Honorable Liz Sumter  
111 E. San Antonio Street  
San Marcos, Texas 78666

RE: Belterra Phase 3 Section 11B

Dear Commissioners and Judge:

MAK Foster Ranch, L.P., Owner, is requesting that Hays County release the maintenance bond and accept the maintenance of roads in Belterra Phase 3 Section 11B. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. William B Ball, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the maintenance bond be released and that the roads be accepted into County maintenance.

Respectfully,

A handwritten signature in dark ink, appearing to read "Jerry H. Borcharding", is written over the typed name.

Jerry Borcharding, P.E.  
Road Engineer Superintendent  
Hays County Road & Bridge Department

# CMA Engineering, Inc.

---

Robert P. Callegari, P.E.  
Felix J. Manka, P.E.

February 20, 2007

Jerry H. Borcharding, P.E.  
County Engineer  
Hays County Road Department  
2171 Yarrington Road  
P.O. Box 906  
San Marcos, Texas 78667-0906

RE: Belterra.  
Phases 3 Section 11B Construction Completion  
CMA No. 1286-001

Dear Mr. Borcharding:

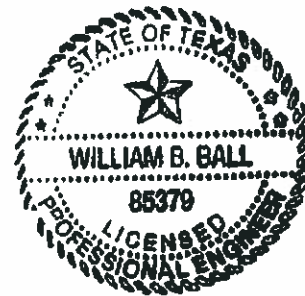
Please be advised that the referenced Project, Belterra Phase 3 Section 11B has been completed. The construction of Section 11B was completed substantially according to the Approved Plans and Specifications. Attached are "As Built" drawings.

Very truly yours,  
CMA Engineering, Inc.



William B. Ball, P.E.  
Project Manager

cc: Steve Sherrill



---

14101 West Highway 290, Building 600  
Phone: (512) 894-3230

Austin, Texas 78737  
Fax (512) 894-3225

N:\1316-Belterra 11B Construction\LTR-County-ConstructionCompl-11B.doc

**RESOURCE PROTECTION, TRANSPORTATION AND PLANNING DEPARTMENT**

P.O. BOX 906  
San Marcos, TX 78667  
<http://co.hays.tx.us>

512/393-7385 EXT 29  
CELL: 512/738-2555  
FAX: 512/393-7391

**INSPECTION REPORT**

LOCATION:	Belterra 11B	DATE:	2/9/2009
OWNER:	Mak Foster	WEATHER:	Mostly Cloudy
CONTRACTOR:	Job Site	TIME:	2:00p
INSPECTOR:	Todd Spencer		

**SITE OBSERVATIONS:****PUNCHLIST FOR ACCEPTANCE OF CONSTRUCTION**

1. Seal Cracks In roadway
2. Clean roadway
4. Signage
5. All trash and debris to be removed from right-of-way
7. Seal cracks in curb line
8. Repair possible utility failures in roadway
9. Kill & remove vegetation growing between curb and pavement

Todd Spencer, Construction Inspector

2/9/2009

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 Resolution regarding approval of the Issuance of First Mortgage Revenue Bonds by Tarrant County for Tarrant County Cultural Education Facilities Finance Corporation, pursuant to the provisions of the Cultural Education Facilities Finance Corporation Act, as amended, Article 1528m V.A.C.T.S. (the "Act").

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** April 14, 2009

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** SUMTER

**SPONSORED BY:** SUMTER

**SUMMARY:** Brian T. McCabe of Shackelford Melton & McKinley in Austin, Texas is acting as Bond Counsel to the Tarrant County Cultural Education Facilities Finance Corporation in connection with the issuance of their First Mortgage Revenue Bonds. The proceeds of these Bonds will be loaned to Advanced Living Foundation, a 501 (c) (3) corporation, who will acquire and renovate the River Springs Senior Living, 120 Warden Lane, San Marcos, Texas 74344.

The Bonds are being issued pursuant to the provisions of the Cultural Education Facilities Finance Corporation Act, as amended, Article 1528m V.A.C.T.S. (the "Act"). Pursuant to the Act, because the Bonds are being issued by the Tarrant County CEFFC and the proceeds being spent in Hays County, the Approval of Hays County is required. This Approval is only intended to evidence Hays County approval of this action by Tarrant County. Hays County is NOT being asked to approve the Bonds, the Project, the use of the funds, etc. In addition, the Bonds are not now nor can they ever be a debt or liability of Hays County. As you can see from the attachments, there has been a public hearing held in Hays County regarding these Bonds (with a published Notice of the Hearing published at least 14 days prior to the hearing).

The Bonds will be approved by the Tarrant County Commissioners Court on April 14, 2009 and will be presented to and approved by the Attorney General of the State of Texas.

In order for these bonds to be tax-exempt, the Commissioners Court must approve the exemption after a public hearing.



www.sanmarcosrecord.com

# S I F I E D KETPLACE

A HOUSE MATE...SELL A TREASURE...AND SO MUCH MORE...

**512-392-2458**

Hundreds of local job listings, the San Marcos Daily Record Classifieds is your source for career opportunities in San Marcos. Whether you are looking for that perfect job or looking for the perfect employee...it works.

## Wanted General Help Wanted

**SEEKING GENERAL** Warehouse help, day & night shifts, good pay for those serious about work - commission and hourly paid work available. Si aceptamos personas que hablan español. Call / Llame 866-661-8801

**SEEKING HOMEBASE** typists. Earn \$400-\$600 per wk. E-mail: [datatypists@AOL.com](mailto:datatypists@AOL.com) for more info.

**STUDENT ACTIVITIES** Assistant Director: Must have exp. planning activities, supervising staff & students. Evening and weekend hours, good driving record req'd. CDL a plus. Rec. or PE major preferred. Must enjoy working with 7th - 12th graders in a Christian environment. Contact Bill Wyatt, San Marcos Baptist Academy. 512-753-8024 [wyattb@smba.org](mailto:wyattb@smba.org)

**STUDENTS WELCOME** \$\$\$GREAT PAY\$\$\$ Flex sched. Service/sales No exp nec. All ages 17+ CALL M-F 512-392-7377

## General Help Wanted

## Clerical

**ADMIN/ SALES** position for busy moving company. Moving Exp. is a plus but will train. Hourly pay + comm. Reliable transportation needed. Westlake Moving Company Inc. ph. 512-328-3880 EOE.

**CDC SEEKS** qualified Assist. Director. Minimum 3 yrs. exp. in child care setting. Please call 353-5437

## Medical/Dental

**INTAKE COORDINATOR** needed for a Home Health Agency. Candidate needs to be an L.V.N. or R.N. Needs to have excellent phone skills and able to type with proficiency. Position is F/T with benefits. Please contact A & B Home Health Care, Inc. at 830-625-4837 if interested.

**PHLEBOTOMIST:** Medical laboratory seeks experienced full time Phlebotomists. Excellent personal skills and professional appearance a must. Data entry required, bilingual skills a plus. Benefits

## Professional

**AREA NON-PROFIT** seeks Executive Director for administrative oversight with exp. in grant writing & an interest in the performing arts. Must be highly organized with good computer skills. Send resume to PAT, 301 Main plaza #308 New Braunfels TX. 78130

**DEER CREEK** of Winberley is currently accepting applications for Dietary Supervisor Dietary Aide Housekeeping Aides CNA's/ CMA's Experience necessary. Competitive Pay, benefits and Vacation for F/T. Please Fax Resume to 512-847-8819

**STAFF ACCOUNTANT** COMAL I.S.D. 4-year college degree required, refer to [www.comalisd.org](http://www.comalisd.org) Employment Opportunities for job description or call 830-221-2062 for more information.

## Skills & Trades

**PLUMBERS & APPRENTICES** Looking for skilled service plumber and apprentices. We offer training.

## Public Notices

**NOTICE OF PUBLIC HEARING** TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION HEALTHCARE FACILITY FIRST MORTGAGE REVENUE BONDS (IMPROVED LIVING FOUNDATION, INC. PROJECT) SERIES 2008

NOTICE IS HEREBY GIVEN of a public hearing to be held by the hearing officer for the Tarrant County Cultural Education Facilities Finance Corporation (the Issuer) on behalf of the Issuer on February 12, 2008 at 10:00 a.m. at River Springs Senior Living, 120 Warden Lane, San Marcos, Texas 78344 with respect to the issuance of the Bonds defined below. The Issuer proposes to issue its Tarrant County Cultural Education Facilities Finance Corporation Revenue Bonds (Improved Living Foundation, Inc. Project) Series 2008 in one or more series (the Bonds) in an aggregate principal amount not to exceed \$15,000,000 the proceeds of which will be loaned to Improved Living Foundation, Inc. a California not-for-profit corporation ("Improved Living"), to be used for, among other things, (i) to finance and/or refinance the cost the River Oaks on the Brazos Assisted Living Facility Project located in College Station, Brazos County, Texas (ii) finance and/or refinance the cost the River Springs Senior Living Assisted Living Facilities Project located in San Marcos, Hayes, Texas (together with the River Oaks on the Brazos Assisted Living Facility Project, collectively referred to herein as the "Project") (iii) providing certain initial deposits into the funds and accounts established under the Indenture, including a debt service reserve fund for the Series 2008 Bonds; and (iv) paying certain of the costs of issuance of the Series 2008 Bonds.

## Public Notices

## Lost & Found

**FOUND OR lost a pet?** Place an ad in the classifieds! Please contact the shelter to file a report. Animal Shelter 750 River Rd. 512-393-8340

**LOST IN** Franklin Sq., Bishop St area. Large male, long haired cat with Siamese markings. Call 512-353-2746

## Reward

## Business Opportunities

**ADVERTISING/PUBLISHING FRANCHISE** For Sale. Work with a great franchise support team to produce a tourism publication in the Hill Country. Email [business\\_for\\_sale@live.com](mailto:business_for_sale@live.com) for more information.

**BATTING CAGE** Bus Opt'y. Sign reasonable lease and it is yours. \$70+K annual income poss. 210-887-5224

## Pets & Livestock

**AKC YELLOW** lab puppies, vet checked, first shots, parents on-site. 830-875-9353

**COASTAL HAY** Square. \$5/ea; Rounds \$35/ea. Delivery available. 392-9497

**COASTAL RND SALES!** Clean, Fert. Protein tested. \$35. ph. 512-787-0033

**LOOKING FOR a new pet?** Visit the San Marcos Animal Shelter, 750 River Rd., 393-8340. Internet pet seekers can view pictures of pets that are available for adoption [www.petfinder.com/shelters/TX57.html](http://www.petfinder.com/shelters/TX57.html) Please visit in person or online! Adopt a pet. Save a life!

## Garage Sales

**TOM THUMB Mini Store**, 1006 Hwy 80 Auction-Saturday Jan. 28th, 2008; 9:00 am 396-3434 **AUCTIONEER-JIM SAMPLE #6773**

## Miscellaneous Services

**BLUEGRASS GUITAR** instruction. Professional with over 25 years exp. Business hours

FRE  
Ties  
ble  
(830)

"U"  
bl  
Fi  
W

WAI  
Alive  
May  
Whi  
and  
frige  
(512)

WO  
10x  
\$22

Tw  
Full:  
Quer  
5 PC  
Dayt  
Futo  
Bunt

FEA

roc  
riv  
La  
Nc

\$2-  
cr

1/1  
uti  
ROI  
star  
dep  
TSL  
293

4/2  
tree  
mo.  
Cal  
866

A I  
quii  
firs.  
Sor  
FIF

ry r  
W  
PA  
F

86  
HO  
Ma

THE STATE OF TEXAS }  
County of Hays: }

Before me, the undersigned, holding the office of Notary Public in and

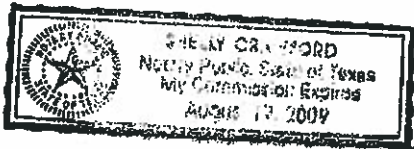
for Hays County, Texas, personally appeared Stan Woody,  
who states under oath that he is the publisher of the San Marcos Daily Record, a newspaper which has been  
regularly and continuously published in San Marcos, Hays County, Texas, for a period of more than one  
year immediately preceding the date of publication of this notice and that the Notice by Publication hereto  
attached was published in the regular edition of said newspaper for a period of One day

on the following dates  
January 25, 2008,  
\_\_\_\_\_, 20\_\_\_\_\_,  
\_\_\_\_\_, 20\_\_\_\_\_,  
\_\_\_\_\_, 20\_\_\_\_\_,  
\_\_\_\_\_, 20\_\_\_\_\_, a printed clipping of said notice being hereto attached.

The said publisher further states that the rate charged for this publication is the lowest rate charged  
commercial advertisers for the same class of advertising for a like amount of space.

(Signed) [Signature]  
Publisher

Subscribed and sworn to before me this 15 day of October, 2008



Shelly Crawford  
Shelly Crawford

APPROVAL OF HAYS COUNTY

**\$5,890,000**

**TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE  
CORPORATION, FIRST MORTGAGE REVENUE BONDS (IMPROVED LIVING  
FOUNDATION/RIVER SPRINGS LLC PROJECT), SERIES 2009A**

**and**

**\$845,000**

**TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE  
CORPORATION,  
FIRST MORTGAGE REVENUE BONDS (IMPROVED LIVING FOUNDATION/RIVER  
SPRINGS LLC PROJECT),  
TAXABLE SERIES 2009B**

**and**

**\$750,000**

**TARRANT COUNTY CULTURAL EDUCATION FACILITIES FINANCE  
CORPORATION  
REVENUE BONDS  
(IMPROVED LIVING FOUNDATION/RIVER SPRINGS LLC PROJECT)  
SUBORDINATED SERIES 2009C**

NOTICE WAS GIVEN of a public hearing held by a designated representative of the Tarrant County Cultural Education Facilities Finance Corporation (the "Issuer") on January 25, 2008 at 10:00 a.m. at the River Springs Senior Living, 120 Warden Lane, San Marcos, Texas 74344 with respect to the captioned bonds (the "Bonds"). Such public hearing is necessary with respect to the issuance of the Bonds. The owner of the Project is the Improved Living Foundation, Inc. (the "Borrower"). The Bonds are being issued sued to make a mortgage loan (the "Loan") to Improved Living Foundation/River Springs LLC, a Texas limited liability company (the "Borrower"), in which Improved Living Foundation, Inc., a California nonprofit corporation qualified under section 501(c)(3) of the Code is the sole member (the "Sole Member"), for: (i) the acquisition, construction, renovation and equipping of an existing facility to be known as River Springs Senior Community, which will consist of 40 assisted living units with 12 secured memory care units, located at 120 Warden Lane, San Marcos, Texas 78666; (ii) the funding of various reserve accounts, capitalized interest and working capital; and (iii) payment of the costs related to the issuance of the Bonds (the "Project").

Such hearing has been conducted and all interested persons attending such public have expressed their views with respect to the Project or have submitted their views in writing for consideration as such hearing to such and the change in certain terms of the Bonds.



Having been presented with the minutes of such hearings, the undersigned, as the highest duly elected representative of the political subdivision in which the Project is located, hereby approves the matters covered at such hearing solely for the purposes of satisfying the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended, regarding the public approval prerequisite to the exemption from federal income taxation of the interest on the Bonds.

The Bonds are being issued pursuant to the provisions of the Cultural Education Facilities Finance Corporation Act, as amended, Article 1528m V.A.C.T.S. (the "Act"). This Approval shall constitute all approvals necessary under the Act from Hays County to the Issuer to issue such Bonds and to provide for the Project in San Marcos, Hays County, Texas, provided, that this approval and consent is given solely in accordance with the provisions of section 147 (f) of the Internal Revenue Code and for no other purpose and is not to be construed and is not an undertaking by Hays County, Texas or the Undersigned. The Bonds shall never constitute a liability, an indebtedness or obligation of Hays County or any other county, city or municipal subdivision of the State of Texas or the State of Texas, within the meaning of any constitutional or statutory provision, and the holders of the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other revenues of Hays County or any other such entity. The sole reason for this Certificate is to evidence the consent as set forth in said Section 147 (f) of the Code and for no other purpose whatsoever. Nothing contained herein shall ever be construed as to create any liability or obligation on behalf of Hays County, Texas or the Undersigned.

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

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

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

## *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 a policy to be styled "Ethics Begins At Home," related to the establishment of ethical and accountability standards for both local and international professional firms wishing to do business with Hays County.

**TYPE OF ITEM:** ACTION

**PREFERRED MEETING DATE REQUESTED:** February 10, 2009

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** BARTON

**SPONSORED BY:** BARTON

**SUMMARY:** See additional pages.

## SUMMARY:

Hays County is doing more business with professional services firms than ever before – with total contracts pending or set to be awarded in the tens of millions of dollars for road engineering, jail design, water studies, and broad-based architectural, planning and computer services. With the county's fast-paced growth and strategic location along the Interstate 35 and U.S. 290 corridors, spending on professional contracts will surely continue. In fact, professional service contracts are often an efficient way to engage professional expertise and to take advantage of specialized talents and qualifications.

State law stipulates that when procuring professional services – unlike when purchasing most products – local governments are not to go out for bid, but, rather, are to select a firm or team based on qualifications. Recently, several events have given us reason to consider how to define – or perhaps redefine – what constitutes a “qualified firm.” Specifically, should a determination on who is “qualified” be limited to the professional education and experience of the local individuals who will be performing the work, or should we consider also the broader reputation of the firm's subsidiaries, parent company, executives, their ethics and the corporate culture they have built? Should we hold firms accountable for their actions – professional lapses and/or moral failures – working for the taxpayers in locations where Hays County was not directly involved?

I think we should.

I understand that such a step is unusual for a local government, perhaps especially a county. But just as we strive to promote an ethical culture within Hays County government, I believe we should demand a high level of ethical conduct from those who would use our tax dollars and help shape our future. The law sets professional firms apart, requiring us to make judgments about them rather than seek low bid. I believe part of our evaluation of their qualifications should include an explicit review of their ethical record and a demand for on-going ethical standards.

In some ways, the times demand it. Corporate bailouts and scandals have rocked public confidence. Even public utilities such as PEC have not been immune.

Recently, as we all know, Iraq War veterans objected to the possible awarding of road engineering work to KBR here in Hays County based on serious allegations about KBR's conduct and performance abroad – the bribery conviction of a senior executive in one case, plus charges of immoral behavior and negligence by KBR personnel working with the U.S. military in the Middle East.

Tuesday night after last week's Court meeting, the PBS television program “Frontline” aired a special report on rising international efforts to combat corporate bribery, including shocking evidence that some large firms continue to engage in behavior that is contrary to American law and our shared national values. One example is how the huge contracts and expenditures growing out of two wars overseas highlight how some companies have performed with honor where others have faltered.

If we are convinced that over the long term it is in the best interests of our nation to be honorable and in the best interest of taxpayers to have an open, fair, competitive free market, then we must recognize that we all have a stake in high ethical standards. We ought to reward quality companies – and here I define a quality company as one that is both technically capable *and* exemplifies respect for the law – and give them a competitive advantage, or at least a level playing field. It's good for us locally. It's also one way we can affect national and international events. Ethics begin at home.

Consequently, I am proposing that we ask District Attorney Sherri Tibbe and her chief of the civil division, Mark Kennedy, along with purchasing director Cindy Maiorka, to prepare the following policy on behalf of the Court:

1. **Who is affected.** The threshold for implementing this policy will be any professional service contracts of \$10,000 or more. Individuals, corporations, partnerships, teams – any entity – seeking contracts valued at more than \$10,000 will be subject to qualification screening based on ethics, as described in the points below.
2. **Convicted firms and key individuals are prohibited from Hays County work.** Companies convicted of recent fraud or felonious negligence against the United States, our military overseas, or of similar serious charges against the public here in America are prohibited from working for Hays County. *Applicants for professional services must affirm that their company or partnership has not been convicted of a felony or a crime of moral turpitude (fraud, bribery, etc.) in the past five years, including fraud against the United States.*
  - a. The prohibition applies to any firm or subsidiary in a direct line of responsibility for the criminal act. *In the case of corporations or complex partnerships, this should apply to the prime firm applying for the work, as well as the parent firm, any direct subsidiary, and any subcontractors that are part of the Prime's team.*
  - b. The prohibition applies not just to convictions against the firm but in the case of convictions against key personnel: *convictions against the firm itself, or to convictions of the corporate officers or chairman of the board of a corporation, or to the managing partner of a partnership, or to the majority owner of any entity. For individuals, the prohibition applies only to acts committed within the scope of their employment.*
3. **Disclosure: Firms and key individuals must disclose if they are under government investigation, or if affiliates are under investigation or have been convicted.** Companies and/or their key agents under investigation by the United States, the State of Texas, or any local government in Texas for alleged commission of a felony or a crime of moral turpitude must disclose that fact to Hays County as part of their submission for professional work. *Whoever signs the application on behalf of an individual, company, firm, or partnership must affirm that "to the best of my knowledge and belief" the*



*company is not under such investigation, or, if it is, disclose the investigation and circumstances as part of the submittal.*

- a. This requirement for disclosure applies to government investigations against the prime applicant or prime firm, and to any known government investigations of the firm's parent or controlling company, the firm's direct subsidiaries, or its subcontractors and team partners.
- b. Disclosure applies also to corporate officers, managing partners, majority owners, chairman of the board, who are under investigation *for any acts committed within the scope of their employment.*
- c. Disclosure also applies to "sister" companies or corporate affiliates that have been convicted in the past five years. *A firm is not prohibited from doing work for Hays County because of convictions against a "sister" company that may be owned by the same corporate entity but has a wholly separate governing structure and was not in the direct line of control, but the firm must disclose convictions within the past five years against the company or its key personnel.*
- d. Disclosure is also required if the firm or key personnel have a final judgment against them in a federal district court or in a state court in Texas, criminal or civil, for violation of statutes against racial or sexual harassment, or for similar transgressions against equal opportunity laws within the past two years.
- e. Disclosure in writing, addressed to the County Judge and District Attorney of Hays County, is required if at any time during the contract period the company or its key personnel suffer a conviction or come under known investigation by the United States, the State of Texas, or any local government in the State of Texas, for acts described above.

**4. The right to consider and terminate.** All applicable Hays County contracts, and all applicable Requests for Proposals or Requests for Qualifications, will henceforth contain standard clauses to explain and enforce this policy, including the express right of Hays County to consider all disclosure statements as part of the determination of who is qualified to work for Hays County, and the right to terminate and impose any legal penalties against firms or individuals who withhold information; and the right to terminate, at the discretion of the Commissioners Court, any contract in place if the company or its key personnel are convicted of a felony or crime of moral turpitude within the scope of employment for any government or agency from which the county receives funds or to which the county provides funds.

## *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 sign and submit the Incidental Take Permit Application Form associated with the Hays County Regional Habitat Conservation Plan to the U.S. Fish and Wildlife Service for processing.

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

**PREFERRED MEETING DATE REQUESTED:** April 14, 2009

**AMOUNT REQUIRED:** N/A

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

**REQUESTED BY:** Hauff

**SPONSORED BY:** Conley/Ford

#### **SUMMARY:**

On March 10, 2009 the Commissioners Court voted to approve the draft plan of the Hays County Regional Habitat Conservation Plan (RHCP) for submittal to the U.S Fish and Wildlife Service (USF&WS) for review and approval. The plan has since been submitted to the USF&WS, along with the draft Environmental Impact Statement that describes the potential impacts of the plan and is a required document in the federal review process.

The companion document to the above is the Incidental Take Permit Application (attached). This Application requests that an Incidental Take Permit under Section 10(a)(2)(A)(i) of the Endangered Species Act be issued to Hays County to conduct activities as described in the RHCP and under those conditions prescribed by the permit.



Department of the Interior  
U.S. Fish and Wildlife Service  
Federal Fish and Wildlife Permit Application Form

Expires Nov. 30, 2010  
OMB No. 1018-0094

Return to: U.S. Fish and Wildlife Service (USFWS)

Type of Activity: Native Endangered and Threatened Species -

Incidental Take Permits Associated with a Habitat  
Conservation Plan (HCP)

Complete Sections A or B, and C, D, and E of this application. U.S. address may be required in Section C, see instructions for details.  
See attached instruction pages for information on how to make your application complete and help avoid unnecessary delays.

A. Complete if applying as an individual			
1.a. Last name	1.b. First name	1.c. Middle name or initial	1.d. Suffix
2. Date of birth (mm/dd/yyyy)	3. Social Security No.	4. Occupation	5. Affiliation/ Doing business as (see instructions)
6.a. Telephone number	6.b. Alternate telephone number	6.c. Fax number	6.d. E-mail address

B. Complete if applying on behalf of a business, corporation, public agency or institution			
1.a. Name of business, agency, or institution Hays County, Texas		1.b. Doing business as (dba) Hays County, Texas	
2. Tax identification no. 74-6002241		3. Description of business, agency, or institution Local Government Entity	
4.a. Principal officer Last name Sumter	4.b. Principal officer First name Elizabeth 'Liz'	4.c. Principal officer Middle name/ initial A.	4.d. Suffix
5. Principal officer title Hays County Judge		6. Primary contact Jeff Hauff, Grants Administrator	
7.a. Business telephone number 512-393-2211	7.b. Alternate telephone number 512-393-2209	7.c. Business fax number 512-393-2228	7.d. Business e-mail address Jeff.Hauff@co.hays.tx.us

C. All applicants complete address information					
1.a. Physical address (Street address; Apartment #, Suite #, or Room #; no P.O. Boxes) 111 E. San Antonio Street, Suite 303					
1.b. City San Marcos	1.c. State TX	1.d. Zip code/Postal code 78666	1.e. County/Province Hays	1.f. Country U.S.A.	
2.a. Mailing Address (include if different than physical address; include name of contact person if applicable) Same as above					
2.b. City	2.c. State	2.d. Zip code/Postal code	2.e. County/Province	2.f. Country	

D. All applicants MUST complete	
1. Attach check or money order payable to the U.S. FISH AND WILDLIFE SERVICE in the amount indicated on page 2. Federal, tribal, State, and local government agencies, and those acting on behalf of such agencies, are exempt from the processing fee - attach documentation of fee exempt status as outlined in instructions. (50 CFR 13.11(d))	
2. Do you currently have or have you ever had any Federal Fish and Wildlife permits? Yes <input type="checkbox"/> If yes, list the number of the most current permit you have held or that you are applying to renew/re-issue: _____ No <input checked="" type="checkbox"/>	
3. Certification: I hereby certify that I have read and am familiar with the regulations contained in Title 50, Part 13 of the Code of Federal Regulations and the other applicable parts in subchapter B of Chapter I of Title 50, and I certify that the information submitted in this application for a permit is complete and accurate to the best of my knowledge and belief. I understand that any false statement herein may subject me to the criminal penalties of 18 U.S.C. 1001.	
Signature (in blue ink) of applicant/person responsible for permit (No photocopied or stamped signatures)	
Date of signature (mm/dd/yyyy)	

Please continue to next page

**\*\* See page 14 for additional instructions on completing the above form. See page 15 for information on the Paperwork Reduction Act, Privacy Act, and Freedom of Information Act aspects of this application form.**

**Section E.** **ALL APPLICANTS COMPLETE SECTION E.** Provide the information outlined in Section E. on the following pages. Be as complete and descriptive as possible. Please do not send pages that are over 8.5"X 11", videotapes, or DVDs.

**INCIDENTAL TAKE PERMITS ASSOCIATED WITH A  
HABITAT CONSERVATION PLAN (HCP)**

**Have you obtained all required State, Federal or foreign government approval to conduct the activity you propose? Please be aware that there may be other requirements necessary to conduct this activity such as an import permit, collection permit, permission to work on Federal lands, Federal bird banding permit, Corps of Engineers permits, Environmental Protection Agency NPDES permits, State, county or local permits, etc.**

- ☐ Yes. Provide a copy of the approval(s). List the State, Federal or foreign countries involved and type of document required. Include a copy of these documents with the application.
- ☐ I have applied. List the State, Federal or foreign countries involved and type of documents required. Provide the reasons why the permits have not been issued \_\_\_\_\_.

☒ Not required. The proposed activity is not regulated.

**Application Processing Fees**

The application processing fee for a new Incidental Take permit, or to renew/re-issue an existing valid permit, is \$100. If permit amendment is required at a time other than renewal/re-issuance, the processing fee is \$50.

Check the appropriate box below and enclose check or money order payable to the *U.S. Fish and Wildlife Service* in the amount of

☐ \$100 for a new permit **Exempt - governmental entity**  
OR

☐ \$100 to renew/re-issue my existing valid permit (with only *minor changes* such as updating my name and address) using my current application package on file.

OR

☐ \$50 to make a substantive amendment (with *major changes*) to my existing valid permit [50 CFR 13.11(d)(2)].

If the information in your current application package on file has changed in a manner that triggers a major amendment or a change not otherwise specified in the permit, then you must apply for an amendment to your valid permit. For example, such major changes may include changes in location, activity, amount or type of take, or species to be covered by the permit. Please contact our Ecological Services Field Office located closest to your proposed activity for technical assistance in making this determination. The contact information for our Ecological Services Field Offices can be found on the U.S. Fish & Wildlife Service's office directory web page at <http://www.fws.gov/offices/directory/listofficemap.html>

Please check the type of amendment you are requesting --

- ☐ add species (specify) \_\_\_\_\_
- ☐ add a geographic area      ☐ change in personnel
- ☐ other (specify) \_\_\_\_\_

If this application includes transfer or succession of a valid Incidental Take permit, please check the box below:

- ☐ Transfer or succession of a valid Incidental Take permit associated with a HCP using the current application package on file. No application fee is required.

## Application Processing Time

To expedite a final decision on your application, you are urged to coordinate with us as soon as possible for guidance in assembling a complete application package. If you are renewing or amending a valid permit, your complete application package must be received at least 30 days prior to the expiration of the valid permit. This time period begins when we receive a complete permit application package and does not include any time required for requesting clarification or additional information about your application.

The time required to process an application for an Incidental Take permit will vary depending on the size, complexity, and impacts of the HCP involved. Procedurally, the most variable factor in application processing is the level of analysis required for the proposed HCP under the National Environmental Policy Act (e.g., whether an application requires preparation of an Environmental Impact Statement, Environmental Assessment, or whether a categorical exclusion applies), although other factors such as public controversy can also affect application processing times. The target processing timeline from when we receive a complete application package to our final decision on a permit application is: up to 3 months for low-effect HCPs, 4 to 6 months for HCPs with an Environmental Assessment, and up to 12 months for HCPs with a 90-day comment period and/or an Environmental Impact Statement. Although not mandated by law or regulation, these targets are adopted as U.S. Fish & Wildlife Service and National Marine Fisheries Service (NMFS/NOAA Fisheries) policy and all offices are expected to streamline their Incidental Take permit programs, and to meet these targets to the maximum extent practicable.

The information provided in your permit application will be used to evaluate your application for compliance with the Endangered Species Act, its implementing regulations (which may require a 30 day public comment period), and with U.S. Fish and Wildlife Service policy. Receipt and possession of a permit under the Endangered Species Act should be regarded as a privilege, as we must balance permit issuance with our duties to protect and recover listed species.

Up-to-date annual reports and any other required reports under your valid permit(s) must be on file before a permit will be considered for renewal, re-issuance or amendment.

If your activities may affect species under the authority of the National Marine Fisheries Service (NMFS/NOAA Fisheries), then you may need to obtain a separate permit from that agency. In addition we share jurisdiction with NMFS/NOAA Fisheries for sea turtles (e.g., we evaluate applications for permits to conduct activities impacting sea turtles on land, and NMFS/NOAA Fisheries evaluates applications for permits to conduct activities impacting sea turtles in the marine environment). To apply for a permit to conduct activities with sea turtles in the marine environment or other species under NMFS/NOAA Fisheries jurisdiction, please contact them via their permit web page at <http://www.nmfs.noaa.gov/pr/permits/>

We cannot issue an Incidental Take permit under Section 10(a)(2)(A)(i) of the Endangered Species Act unless you submit a conservation plan that specifies the impacts that are likely to result from the incidental take associated with your activity.

Our general permit regulations at 50 CFR 13.12(a)(9) allow us to collect such other information as we determine that is relevant to the processing of a permit application. Before you submit an application for an Incidental Take permit, we may require that you conduct biological surveys to determine which species and/or habitat would be impacted by the activities sought to be covered under the permit. Biological surveys provide information necessary to develop an adequate HCP, and to assess the biological impacts of the proposed activities. In addition, the information provided in a biological survey can reduce the applicant's risk of take under Section 9 of the Endangered Species Act by ensuring that affected species and/or habitat are identified and appropriately covered under the permit.

You are required to obtain a Scientific Purposes, Enhancement of Propagation or Survival permit (commonly called a Recovery permit) from us before engaging in any biological survey activities that would take listed species. Contact our Ecological Services Field Office closest to the location of your activity to obtain technical assistance in determining the need for both a biological survey and a Recovery permit for your survey activity. The contact information for our Ecological Services Field Offices can be found on the U.S. Fish & Wildlife Service's office directory web page at <http://www.fws.gov/offices/directory/listofficemap.html>

If a biological survey is required, you will need to send us your complete Recovery permit application package at least 3 months prior to commencement of survey activities to facilitate processing of your Recovery permit application. The Recovery permit application is designated as U.S. Fish & Wildlife Service form # 3-200-55 and can be found on our Endangered Species permit web page at <http://www.fws.gov/forms/3-200-55.pdf>.

We maintain a list of Recovery permittees (such as biological consultants) who have authorized the release of their contact information to third parties for conducting biological surveys on a contract basis. This list is provided to the public at the discretion of each U.S.



Fish and Wildlife Service Regional Office as time and workload allow. Please be aware that this list does not represent an endorsement by us of any particular permittee.

\*\*\*\*\*  
If you are not applying as an individual but as a business, corporation, institution, or non-Federal public agency (block B. on page 1 of the application), the person to whom the permit will be issued (e.g., the landowner, president, director, executive director, or executive officer) is legally responsible for implementing the permit. Although other people under the direct control of the permittee (e.g., employees, contractors, consultants) receive third party take authorization in their capacity as designees of the permittee, the individual named as the permittee ultimately is legally responsible for the permit and any activities carried out under the permit except as otherwise limited in the case of permits issued to State or local government entities under 50 CFR 13.25(e).  
\*\*\*\*\*

If you wish to coordinate the processing of this permit application through an **authorized agent**, and to have that agent represent you as the primary contact with us, check the box below. Sign (in blue ink) and date the authorization statement, and provide contact information for your authorized agent.

☒ I hereby authorize the following person to act as an authorized agent on my behalf in the processing of this permit application and to furnish, upon request, supplemental information in support of this permit application.

\_\_\_\_\_  
signature (in blue ink)

\_\_\_\_\_  
date

Elizabeth 'Liz' Sumter  
please print name legibly

Your Authorized Agent's Contact Information (please print legibly)

Name: Clifton Ladd

Address: Loomis Partners

3101 Bee Cave Rd., Ste. 100

City: Austin State: TX Zip Code: 78746

Telephone: 512-327-1180

Fax: 512-327-4062

E-Mail: cladd@loomis-partners.com

### **INCIDENTAL TAKE PERMIT APPLICATION INSTRUCTIONS**

**You have 4 options for providing the required information for an Incidental Take permit application. Choose only one option.**

**Incidental Take Permit Application: Option I. Renewal of a Valid Incidental Take Permit.**

Up-to-date annual reports and any other required reports under your valid permit(s) must be on file before a permit will be considered for renewal.

Sign the following statement if you are applying to renew an existing valid Incidental Take permit. If you are proposing major changes to your Incidental Take permit, you must use Option II.

The individual signing box D. on page 1 of the application must also sign (in blue ink) the following statement. This certification language is required under 50 CFR 13.22(a).

I certify that the statements and information submitted in support of my original application for a U.S. Fish and Wildlife Service Incidental Take permit # \_\_\_\_\_ are still current and correct and hereby request renewal of that permit.

\_\_\_\_\_  
signature (in blue ink)

\_\_\_\_\_  
date

\_\_\_\_\_  
please print name legibly

\* Please note: If you have signed the above statement, then your renewal request is complete. Please submit completed pages 1 through 5 of this application to our Regional Office (see attached list) covering the location of your proposed activity. Requests for renewals must be received no later than 30 days prior to permit expiration to ensure that your current permit remains in effect while we process your renewal request.



**Incidental Take Permit Application: Option II. Amended Incidental Take Permit (with major changes)**

Up-to-date annual reports and any other required reports under your valid permit(s) must be on file before a permit will be considered for amendment.

Sign the following statement if you are proposing to amend a valid Incidental Take permit by making major changes. Such major changes may include changes in location, activity, amount or type of take, or species to be covered by the permit.

The individual signing box D. on page 1 of the application must also sign (in blue ink) the following statement. This certification language is required under 50 CFR 13.22(a).

I certify that the statements and information submitted in support of my original application for a U.S. Fish and Wildlife Service Incidental Take permit # \_\_\_\_\_ are still current and correct, except for the changes listed below, and hereby request amendment of that permit.

\_\_\_\_\_  
signature (in blue ink)

\_\_\_\_\_  
date

\_\_\_\_\_  
please print name legibly

Provide a brief description of the changes to your valid permit (answer the appropriate questions for these changes under Incidental Take Permit Application Option III. below). Please submit completed pages 1 through 6 of this application form (along with the changed information relative to Option III. below) to our Regional Office (see attached list) covering the location of your proposed activity.

---

**Incidental Take Permit Application: Option III. New Incidental Take Permit & Supplementary Information for Amendment of a Valid Permit (with major changes).**

General permit regulations for the U.S. Fish & Wildlife Service can be found at 50 CFR 13. Regulations for an Incidental Take permit under the Endangered Species Act can be found at 50 CFR 17.22(b)(1) for endangered wildlife species and 50 CFR 17.32(b)(1) for threatened wildlife species.

Each landowner who wishes to be covered under a new or amended Incidental Take permit associated with an HCP must sign (in blue ink) and date the Incidental Take Permit Application Certification Notice at the end of this application, unless the landowner will be covered under this U.S. Fish & Wildlife Service Incidental Take permit via another vehicle, such as a certificate of inclusion (50 CFR 13.25(d)). Any change in the language of the Certification Notice must be reviewed by the Department of Interior, Office of the Solicitor and approved by the U.S. Fish & Wildlife Service. The same person who signs in box D. on page 1 of the application should sign the certification.

If the information in items A. - D. below is already provided in your final HCP (or Implementing Agreement, if applicable), then you do not have to provide it here. Instead, check the box below and use the spaces provided in items A. - D. to indicate the page numbers in your HCP or Implementing Agreement that provide the requested information.

☒ I am not providing the following information for items A. - D. as part of my Incidental Take permit application, because it is already provided in my final HCP or Implementing Agreement (copy attached or already submitted).

If the requested information in items A. - D. is not provided in your final HCP or final Implementing Agreement, or you are using Option II. to amend your existing valid Incidental Take permit, then attach separate pages for the missing information. In order to assist us in processing your request, please provide the item number (A. 1.a., etc.) of the required information before each of your responses. Thank you.

Please ensure that your final HCP and Implementing Agreement (if applicable) are attached if it has not been previously submitted.

If you have previously submitted a final draft HCP or Implementing Agreement, please indicate the document's date.

Date of final draft HCP March 4, 2009

Date of final draft Implementing Agreement N/A

Applications for an Incidental Take permit associated with an HCP must provide the following specific information (relevant to the activity) under items A.- D. below in addition to the general information on page 1 of this application.

**A. Identify species and activity:**

**1. For a new Incidental Take permit:**

- a. Provide the common and scientific names of the species being requested for coverage in the permit and their status (endangered (E), threatened (T), proposed endangered (PE), proposed threatened (PT), candidate for listing (C), or species likely to become a candidate (LC)).
- b. Provide the number, age, and sex of such species to the extent known
- c. Quantify the anticipated effects to their habitat.
- d. Describe the land use or water management activity sought to be authorized for each species.

**2. For an amended Incidental Take permit:**

- a. Identify the species to be added to your valid permit (provide both the scientific, to the most specific taxonomic level, and common names), as well as the species status (see 1.a. above).
- b. Provide the number, age and sex of such species to the extent known.
- c. If any activities requested in this application differ from those authorized in your valid permit, then for each

species state the currently authorized activity, the requested new activity, and how the new activity will impact each species.

- d. Identify each activity associated with your project that would result in the incidental take of each species.
- e. Quantify any anticipated effects to the habitat of each added species.
- f. Identify species to be deleted from your valid permit and the reason(s) for the deletion.

Page(s) & source document : Hays County RHCP, Section 3.2 (pp. 17-35) + Section 5 (pp. 48-54).

**B. Identify location of the proposed activity:**

1. Provide the name of the State, county, and specific location of the proposed activity site(s). Include a formal legal description, section/township/range information, county tax parcel number, local address, or any other identifying property designation that will precisely place the location of the proposed activity site(s). Attach a location map and plat of the project site clearly depicting the project boundaries and the footprint and location of all portions of the property that would be affected by your proposed activities.
2. Provide the total number of acres covered by the HCP 434,335  
Is this the total acreage of the parcel? (circle one) yes no
3. Provide the approximate number of acres to be impacted 10,300
4. Provide the approximate number of acres to be protected 10,000-15,000
5. Provide a complete description, including timeframes, for implementation of proposed voluntary management activities to enhance, restore, or maintain habitat benefiting federally listed, proposed or candidate species, or other species likely to become candidates. Include schedules for implementing these activities.

Page(s) & source document: Hays County RHCP, Section 5 (pp. 48-58), Section 6 (pp. 59-86) + Section 7 (pp. 87-100).

**C. Describe the proposed activities in the conservation plan:**

You must submit a Habitat Conservation Plan. We strongly encourage you to ensure that your HCP is consistent with the Habitat Conservation Planning Handbook, subsequent Handbook addendums, and current policies to minimize delays in evaluating your application. The Handbook and other HCP information is available on the U.S. Fish & Wildlife Service's Endangered Species web page at <http://www.fws.gov/endangered/hcp/index.html>

Provide a complete description of activity(ies) to be authorized or reference the applicable HCP or Implementing Agreement page numbers identifying the subject information.

The HCP must specify:

1. The impact that will likely result from the incidental taking. A discussion of the impact that will likely result from the incidental take should include quantification of any anticipated effects to the habitat of the species sought to be covered by the permit.
2. The steps that will be taken to minimize and mitigate such impacts, the funding that will be available to implement such steps, and the procedures to deal with unforeseen circumstances.
3. The steps that will be taken to monitor and report on such impacts, including a copy of the monitoring plan. We are authorized to require reports of activities conducted under a permit per the U.S. Fish & Wildlife Service's general permit regulations at 50 CFR 13.45.
4. Alternative actions to such incidental taking that have been considered and the reasons why these alternatives are not proposed for use.

5. The biological goals(s) and objectives for the HCP.

6. The duration requested for the proposed permit.

Page(s) & source document : Hays County RHCP, Sections 5-10 (pp. 48-122).

**D. Implementing Agreement**

An Implementing Agreement

*is*                      *is not*                      (FWS Regional Office to circle one)

required as part of the permit application for a Habitat Conservation Plan.

This Implementing Agreement must be signed at finalization of the HCP. Are you willing to commit to an Implementing Agreement at finalization of the HCP?

☐ Yes, I am willing to commit to an Implementing Agreement. Please submit any unsigned, draft Implementing Agreement that you have prepared with our Field Office.

☐ No, I am not willing to commit to an Implementing Agreement.

**Incidental Take Permit Application: Option IV. Permit Transfer or Succession of a Permit**

Complete the following if you are applying for transfer of a valid Incidental Take permit to you or obtaining rights of succession of a valid Incidental Take permit. In addition, you and the current permit holder may also need to sign an Assumption Agreement. Please contact our Ecological Services Field Office nearest your activity to determine whether you and the current permit holder need to execute an Assumption Agreement. The contact information for our Ecological Services Field Offices can be found on the U.S. Fish & Wildlife Service's office directory web page at <http://www.fws.gov/offices/directory/listofficemap.html>

Please indicate the name of the HCP to be transferred or succeeded and indicate the document's date.

Name of HCP \_\_\_\_\_

Date of HCP \_\_\_\_\_

**An Assumption Agreement**

***is*                      *is not*                      (FWS Ecological Services Field Office to circle one)**

**required as part of the transfer or succession permit application for the HCP.**

---

Incidental Take Permit Application

Certification Notice

The same person who signs in box D. on page 1 of the application should sign (in blue ink) the following certification.

By submitting this application and receiving an Incidental Take permit pursuant to Section 10(a)(1)(B) of the Endangered Species Act, I

Elizabeth 'Liz' Sumter, Hays County Judge (print name(s)) attest that I/we own the lands indicated in this application, or have sufficient authority or rights over these lands to implement the measures of the Habitat Conservation Plan (and Implementing Agreement if applicable) covered by the Incidental Take permit. Further, upon receipt of the Incidental Take permit, I/we agree to conduct the activities as specified in the Habitat Conservation Plan (and Implementing Agreement if applicable) according to the terms and conditions of the Incidental Take permit and its supporting documents.

\_\_\_\_\_  
signature (in blue ink)

\_\_\_\_\_  
date

Elizabeth 'Liz' Sumter  
please print name legibly

\_\_\_\_\_  
signature (in blue ink)

\_\_\_\_\_  
date

\_\_\_\_\_  
please print name legibly

\*\*\*\*\*  
The public reporting burden for completing this application for an Incidental Take permit is estimated to be 3 hours, including time for reviewing instructions, gathering and maintaining application data, and completing and reviewing the forms. Comments regarding the burden estimate or any other aspect of the reporting requirement(s) should be directed to the U.S. Fish & Wildlife Service Information Collection Clearance Officer, MS 222 ARLSQ, U.S. Fish and Wildlife Service, Washington, DC 20240.

An agency may not conduct and a person is not required to respond to a collection of information unless a currently valid OMB control number is displayed.

\*\*\*\*\*



**USFWS Regional Contacts for Native Endangered & Threatened Species Permits**

**Pacific Region (Region 1): HI, ID, OR, WA, American Samoa, Commonwealth of the Northern Mariana Islands, Guam, and the Pacific Trust Territories**

U.S. Fish and Wildlife Service  
Endangered Species Permit Office  
911 NE 11th Avenue  
Portland, Oregon 97232-4181

Web: <http://www.fws.gov/pacific/ecoservices/endangered/index.html>  
Phone: (503) 231-2071  
email: [permitsR1ES@fws.gov](mailto:permitsR1ES@fws.gov)  
Fax: (503) 231-6243

**California & Nevada Region (Region 8): CA and NV**

U.S. Fish and Wildlife Service  
Endangered Species Permit Office  
2800 Cottage Way, Suite W-2606  
Sacramento, California 95825 -1846

Web: <http://www.fws.gov/cno/es/recovery.html>  
Phone: (916) 414-6464  
email: [permitsCNES@fws.gov](mailto:permitsCNES@fws.gov)  
Fax: (916) 414-6486

**Southwest Region (Region 2): AZ, NM, OK, and TX**

U.S. Fish and Wildlife Service  
Endangered Species Permit Office  
500 Gold Avenue S.W. (street address)  
P.O. Box 1306 (mailing address)  
Albuquerque, New Mexico 87103-1306

Web: <http://www.fws.gov/southwest/es/EndangeredSpecies/>  
Phone: (505) 248-6633  
email: [permitsR2ES@fws.gov](mailto:permitsR2ES@fws.gov)  
Fax: (505) 248-6788

**Midwest Region (Region 3): IA, IL, IN, MI, MN, MO, OH, and WI**

U.S. Fish and Wildlife Service  
Endangered Species Permit Office  
B.H. Whipple Federal Building  
One Federal Drive  
Fort Snelling, Minnesota 55111-4056

Web: <http://www.fws.gov/midwest/Endangered/>  
Phone: (612) 713-5343  
email: [permitsR3ES@fws.gov](mailto:permitsR3ES@fws.gov)  
Fax: (612) 713-5292

**Southeast Region (Region 4): AL, AR, FL, GA, KY, LA, MS, NC, PR, SC, TN, and U.S. Virgin Islands**

U.S. Fish and Wildlife Service  
Endangered Species Permit Office  
1875 Century Blvd., Suite 200  
Atlanta, Georgia 30345

Web: <http://www.fws.gov/southeast/es/#>  
Phone: (404) 679-7313  
email: [permitsR4ES@fws.gov](mailto:permitsR4ES@fws.gov)  
Fax: (404) 679-7081

**Northeast Region (Region 5): CT, DC, DE, MA, MD, ME, NH, NJ, NY, PA, RI, VA, VT, and WV**

U.S. Fish and Wildlife Service  
Endangered Species Permit Office  
300 Westgate Center Drive  
Hadley, MA 01035-9589

Web: <http://www.fws.gov/northeast/endangered/>  
Phone: (413) 253-8615  
email: [permitsR5ES@fws.gov](mailto:permitsR5ES@fws.gov)  
Fax: (413) 253-8482

**Mountain-Prairie Region (Region 6): CO, KS, MT, NE, ND, SD, UT, and WY**

U.S. Fish and Wildlife Service  
Endangered Species Permit Office  
Denver Federal Center  
P.O. Box 25486  
Denver, Colorado 80225-0489

Web: <http://www.fws.gov/mountain%2Dprairie/endspp/>  
Phone: (303) 236-7400  
email: [permitsR6ES@fws.gov](mailto:permitsR6ES@fws.gov)  
Fax: (303) 236-0027

**Alaska Region (Region 7): AK**

U.S. Fish and Wildlife Service  
Endangered Species Permit Office  
1011 E. Tudor Road  
Anchorage, Alaska 99503-6199

Web: <http://alaska.fws.gov/fisheries/endangered/index.htm>  
Phone: (907) 786-3323  
email: [permitsR7ES@fws.gov](mailto:permitsR7ES@fws.gov)  
Fax: (907) 786-3350

## PERMIT APPLICATION FORM INSTRUCTIONS

The following instructions pertain to the standard permit form 3-200 that must be completed as an application for a U.S. Fish and Wildlife Service or CITES permit. The General Permit Procedures in 50 CFR 13 address the permitting process. For simplicity, all licenses, permits, registrations, and certificates will be referred to as a permit.

### GENERAL INSTRUCTIONS:

- Complete all blocks/lines/questions in Sections A or B, and C and D. Complete all of Section E.
- An incomplete application may cause delays in processing or may be returned to the applicant. Be sure you are filling in the appropriate application form for the proposed activity.
- Print clearly or type in the information. Illegible applications may cause delays.
- Sign the application in blue ink. Faxes or copies of the original signature will not be accepted.
- Mail the original application to the address at the top of page one of the application or if applicable on the attached address list.
- Keep a copy of your completed application.
- Please plan ahead. Allow at least 60 days for your application to be processed. Some applications may take longer than 90 days to process. (50 CFR 13.11)
- Applications are processed in the order they are received.
- Additional forms and instructions are available from <http://permits.fws.gov/>.

### COMPLETE EITHER SECTION A OR SECTION B:

#### Section A. Complete if applying as an individual:

- Enter the complete name of the responsible individual who will be the permittee if a permit is issued. Enter personal information that identifies the applicant. *Fax and e-mail are not required if not available.*
- If you are applying on behalf of a client, the personal information must pertain to the client, and a document evidencing power of attorney must be included with the application.
- **Affiliation/ Doing business as (dba):** business, agency, organizational, or institutional affiliation *directly* related to the activity requested in the application (e.g., a taxidermist is an individual whose business can *directly* relate to the requested activity). The Division of Management Authority (DMA) will **not** accept *doing business as* affiliations for individuals.

#### Section B. Complete if applying as a business, corporation, public agency, or institution:

- Enter the complete name of the business, agency or institution that will be the permittee if a permit is issued. Give a brief description of the type of business the applicant is engaged in. Provide contact phone number(s) of the business.
- **Principal Officer** is the person in charge of the listed business, corporation, public agency, or institution. The principal officer is the person responsible for the application and any permitted activities. Often the principal officer is a Director or President. **Primary Contact** is the person at the business, corporation, public agency, or institution who will be available to answer questions about the application or permitted activities. Often this is the preparer of the application.

### ALL APPLICANTS COMPLETE SECTION C:

- For all applications submitted to the Division of Management Authority (DMA) a physical U.S. address is **required**. Province and Country blocks are provided for those USFWS programs which use foreign addresses and are not required by DMA..
- **Mailing address** is address where communications from USFWS should be mailed if different than applicant's physical address.

### ALL APPLICANTS COMPLETE SECTION D:

#### Section D.1 Application processing fee:

- An application processing fee is required at the time of application; unless exempted under 50 CFR13.11(d)(3). The application processing fee is assessed to partially cover the cost of processing a request. **The fee does not guarantee the issuance of a permit. Fees will not be refunded for applications that are approved, abandoned, or denied.** We may return fees for withdrawn applications prior to any significant processing occurring.
- **Documentation of fee exempt status is not required for Federal, tribal, State, or local government agencies; but must be supplied by those applicants acting on behalf of such agencies.** Those applicants acting on behalf of such agencies must submit a letter on agency letterhead and signed by the head of the unit of government for which the applicant is acting on behalf, confirming that the applicant will be carrying out the permitted activity for the agency.

#### Section D.2 Federal Fish and Wildlife permits:

- List the number(s) of your most current FWS or CITES permit or the number of the most recent permit if none are currently valid. If applying for re-issuance of a CITES permit, the original permit must be returned with this application.

#### Section D.3 CERTIFICATION:

- **The individual identified in Section A, the principal officer named in Section B, or person with a valid power of attorney (documentation must be included in the application) must sign and date the application in blue ink.** This signature binds the applicant to the statement of certification. This means that you certify that you have read and understand the regulations that apply to the permit. You also certify that everything included in the application is true to the best of your knowledge. Be sure to read the statement and re-read the application and your answers before signing.

**Please continue to next page**

**APPLICATION FOR A FEDERAL FISH AND WILDLIFE PERMIT**  
**Paperwork Reduction Act, Privacy Act, and Freedom of Information Act – Notices**

In accordance with the Paperwork Reduction Act of 1995 (44 U.S.C. 3501, *et seq.*) and the Privacy Act of 1974 (5 U.S.C. 552a), please be advised:

1. The gathering of information on fish and wildlife is authorized by:  
(Authorizing statutes can be found at: <http://www.gpoaccess.gov/cfr/index.html> and <http://www.fws.gov/permits/ltr/ltr.shtml>.)
  - a. Bald and Golden Eagle Protection Act (16 U.S.C. 668), 50 CFR 22;
  - b. Endangered Species Act of 1973 (16 U.S.C. 1531-1544), 50CFR 17;
  - c. Migratory Bird Treaty Act (16 U.S.C. 703-712), 50 CFR 21;
  - d. Marine Mammal Protection Act of 1972 (16 U.S.C. 1361, *et seq.*), 50 CFR 18;
  - e. Wild Bird Conservation Act (16 U.S.C. 4901-4916), 50 CFR 15;
  - f. Lacey Act: Injurious Wildlife (18 U.S.C. 42), 50 CFR 16;
  - g. Convention on International Trade in Endangered Species of Wild Fauna and Flora (TIAS 8249), <http://www.cites.org/>, 50 CFR 23;
  - h. General Provisions, 50 CFR 10;
  - i. General Permit Procedures, 50 CFR 13; and
  - j. Wildlife Provisions (Import/export/transport), 50 CFR 14.
2. Information requested in this form is purely voluntary. However, submission of requested information is required in order to process applications for permits authorized under the above laws. Failure to provide all requested information may be sufficient cause for the U.S. Fish and Wildlife Service to deny the request. Response is not required unless a currently valid Office of Management and Budget (OMB) control number is displayed on form.
3. Certain applications for permits authorized under the Endangered Species Act of 1973 (16 U.S.C. 1539) and the Marine Mammal Protection Act of 1972 (16 U.S.C. 1374) will be published in the Federal Register as required by the two laws.
4. Disclosures outside the Department of the Interior may be made without the consent of an individual under the routine uses listed below, if the disclosure is compatible with the purposes for which the record was collected. (Ref. 68 FR 52611, September 4, 2003)
  - a. Routine disclosure to subject matter experts, and Federal, tribal, State, local, and foreign agencies, for the purpose of obtaining advice relevant to making a decision on an application for a permit or when necessary to accomplish a FWS function related to this system of records.
  - b. Routine disclosure to the public as a result of publishing Federal Register notices announcing the receipt of permit applications for public comment or notice of the decision on a permit application.
  - c. Routine disclosure to Federal, tribal, State, local, or foreign wildlife and plant agencies for the exchange of information on permits granted or denied to assure compliance with all applicable permitting requirements.
  - d. Routine disclosure to Captive-bred Wildlife registrants under the Endangered Species Act for the exchange of authorized species, and to share information on the captive breeding of these species.
  - e. Routine disclosure to Federal, tribal, State, and local authorities who need to know who is permitted to receive and rehabilitate sick, orphaned, and injured birds under the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act; federally permitted rehabilitators; individuals seeking a permitted rehabilitator with whom to place a bird in need of care; and licensed veterinarians who receive, treat, or diagnose sick, orphaned, and injured birds.
  - f. Routine disclosure to the Department of Justice, or a court, adjudicative, or other administrative body or to a party in litigation before a court or adjudicative or administrative body, under certain circumstances.
  - g. Routine disclosure to the appropriate Federal, tribal, State, local, or foreign governmental agency responsible for investigating, prosecuting, enforcing, or implementing statutes, rules, or licenses, when we become aware of a violation or potential violation of such statutes, rules, or licenses, or when we need to monitor activities associated with a permit or regulated use.
  - h. Routine disclosure to a congressional office in response to an inquiry to the office by the individual to whom the record pertains.
  - i. Routine disclosure to the General Accounting Office or Congress when the information is required for the evaluation of the permit programs.
  - j. Routine disclosure to provide addresses obtained from the Internal Revenue Service to debt collection agencies for purposes of locating a debtor to collect or compromise a Federal claim against the debtor or to consumer reporting agencies to prepare a commercial credit report for use by the FWS.
5. For individuals, personal information such as home address and telephone number, financial data, and personal identifiers (social security number, birth date, etc.) will be removed prior to any release of the application.
6. The public reporting burden on the applicant for information collection varies depending on the activity for which a permit is requested. The relevant burden for an Incidental Take permit application is 3 hours. This burden estimate includes time for reviewing instructions, gathering and maintaining data and completing and reviewing the form. You may direct comments regarding the burden estimate or any other aspect of the form to the Service Information Clearance Officer, U.S. Fish and Wildlife Service, Mail Stop 222, Arlington Square, U.S. Department of the Interior, 1849 C Street, NW, Washington D.C. 20240.

**Freedom of Information Act – Notice**

For organizations, businesses, or individuals operating as a business (i.e., permittees not covered by the Privacy Act), we request that you identify any information that should be considered privileged and confidential business information to allow the Service to meet its responsibilities under FOIA. Confidential business information must be clearly marked "Business Confidential" at the top of the letter or page and each succeeding page and must be accompanied by a non-confidential summary of the confidential information. The non-confidential summary and remaining documents may be made available to the public under FOIA [43 CFR 2.13(c)(4), 43 CFR 2.15(d)(1)(i)].

## *Agenda Item Request Form*

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

9:00 a.m. Every Tuesday

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

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

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

**AGENDA ITEM: Discussion and Possible action to authorize the County Judge to execute a contract with Broaduss and Associates for Program Management of the Hays County Government Center project.**

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

**PREFERRED MEETING DATE REQUESTED: April 14, 2009**

**AMOUNT REQUIRED: In negotiation**

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

**REQUESTED BY: Building Committee**

**SPONSORED BY: Ingalsbe**

**SUMMARY: On April 7, 2009, the Commissioners Court selected Broaduss and Associates for performance of Program Management on the Hays County Government Center Project, and authorized the Building Committee to negotiate a contract and fee for the performance of those services. The Building Committee began meeting with representatives of Broaduss immediately, and anticipates being able to present the Court with finalized contract terms on April 14, 2009. Since the project architect is awaiting approval of Design Development Documents, the Committee has negotiated terms with Broaduss and Associates on an accelerated schedule.**

## **AGREEMENT**

**between**

**HAYS COUNTY and BROADDUS & ASSOCIATES, INC.**

**for**

### **PROJECT MANAGEMENT SERVICES**

THIS AGREEMENT is made as of \_\_\_\_\_ between Hays County (herein the "Owner") and Broaddus & Associates, Inc. (herein the "Consultant").

Whereas the Owner intends to contract with the Consultant for Project Management (PM) Services related to the Hays County Government Office Complex (the "Project") which is located in San Marcos, Texas (the "Project Site").

Owner and Consultant, in consideration of their mutual considerations as set forth herein, agree as follows:

#### **I. Parties and Purpose**

##### **A. The Owner**

Hays County (the "Owner"), is a County Government headquartered in San Marcos, Texas.

##### **B. The Consultant**

Broaddus & Associates, Inc., (the "Consultant"), is a Texas corporation consisting of registered architects, engineers, and professional project managers that engages in the business of providing planning, project management and consultant services to facilities owners.

##### **C. Purpose**

The Owner requires PM services related to the design and construction of the Project.

#### **II. Consultant Basic Services**

##### **A. The Consultant will provide PM services as described in "Attachment A" - Description of Services".**

Due to the diverse nature of project management, the services are not limited to the ones shown. The services are outlined by the project phases which include: Designer Contracting, Pre-Design, Schematic Design, Design Development, Construction Documents, Contractor Procurement, Construction, Commissioning/Turnover and Warranty/Occupancy Services.

##### **B. The Consultant will provide PM services to the Project through assigned personnel from the consultant and its Central Texas office in Austin, Texas.**



### III. Consultant's Additional Services

#### A. Advance Authorization Required

If authorized in writing by Owner, Consultant shall furnish or obtain from others (acceptable to Owner) additional Services of the types listed below. The Owner as indicated in Article V – Payments to Consultant will pay these services.

#### B. Additional Services During Basic Services Phases

- Make measured drawings of or investigate existing conditions or facilities.
- Perform services resulting from significant changes in scope, extent, or character.
- Undertake investigations and studies in addition to those specified in Basic Services.
- Perform services during out-of-town travel required of Consultant other than for visits directly related to the Project.
- Project Commissioning after final completion.
- Move Management
- Procurement and Management of Technology Installation

#### C. Other Additional Services

- Prepare to serve or serve as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- Serve as a consultant or liaison between various government entities and the Owner for the purpose of representing the special interests of the Owner.

### IV. Owner's Responsibilities

#### A. In addition to other responsibilities of the Owner as set forth in this Agreement, Owner shall:

1. Provide Consultant with information as to Owner's requirements for the Project, including
  - design objectives and constraints
  - space, capability, and performance requirements
  - security needs
  - flexibility, and expandability
  - budgetary limitations
  - plans and drawings to date, including existing site information

2. Furnish copies of design and construction standards that Owner will require to be included in the Request for Proposal ("RFP") (except public laws, codes, and/or ordinances applicable to the Project), if applicable.
3. Furnish copies of Owner's standard forms, conditions, and related documents for inclusion in the RFP, when applicable.
4. Furnish Consultant any other available information pertinent to the Project, including any reports and data relative to previous design efforts, or investigations at or adjacent to the Project Site.

V. Times for Rendering Services

- A. Consultant's services and compensation under this Agreement have been agreed to in anticipation of the orderly and reasonably continuous progress of the Project through completion.
- B. If Owner authorizes or requests significant changes in scope, extent, or character of the Project, or if the Project is significantly delayed at no fault of the Consultant, the time of performance of Consultant's services shall be adjusted equitably.
- C. This agreement shall commence on the date first noted above and shall continue thereafter until \_\_\_\_\_, unless sooner terminated by either party.

VI. Payments To Consultant

A. Payment For Basic Services

The total compensation for Basic Services shall be:

an hourly rate (as defined in Attachment "B", "Fee Schedule") not to exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_), plus Special Services (as defined herein) and Reimbursable Expenses as enumerated in subsection D below.

B. Schedule of Payment

Owner will pay the Consultant the fee earned as billed on a monthly basis. Consultant will supply invoices detailing personnel rates and hours worked plus other costs.

C. Additional Services

- 1) Owner shall pay Consultant for Additional Services rendered under Section III with prior written approval by Owner an amount equal to cumulative hours devoted to the Project by each class of Consultant's employees' Standard Hourly Rates for each applicable billing for all Additional Services performed on the Project.
- 2) If Owner request additional detailed budget estimates not included in Basic Services, Consultant will be reimbursed a Lump Sum Cost of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per estimate.

D. Reimbursable Expenses

Owner shall pay Consultant for Reimbursable Expenses at the actual cost thereof. Reimbursable Expenses shall include but not be limited to:

- other documents beyond those copies necessary for Owner's review and records
- the Consultant's own use and cost of advertisements authorized by Owner for the Project
- mileage between Austin and San Marcos plus other trips required by the Owner in support of the Project
- long distance telephone
- courier and overnight delivery charges.

Reimbursable Expenses shall be paid through:

an allowance of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which will be set aside in this contract specifically for Consultant incurred reimbursable expenses as defined in this section as incurred and invoiced monthly.

E. Consultant's Sub-Consultants' Charges

Whenever compensation to Consultant herein is stated to include charges of Consultant's Sub-Consultants, those charges to Owner shall be the amounts billed to Consultant times a factor of 1.1.

F. Other Provisions Concerning Payments

1. Preparation of Invoices. Invoices will be prepared in a form mutually agreeable to Owner and Consultant and calculated on the basis set forth herein and submitted to Owner once per month.
2. Payment of Invoices. Invoices are due and payable within 30 days of receipt.
3. Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.
4. Payment Upon Termination. In the event of any termination under this Agreement, except for cause or failure to cure a substandard failure as stated herein, Consultant will be entitled to invoice Owner and will be paid for all services performed or furnished and Reimbursable Expenses incurred through the effective date of termination.

VII. General Conditions

A. Termination

The obligation to provide further services under this Agreement may be terminated:

1. For Cause
  - a) By either party, upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with

the terms hereof through no fault of the terminating party. However, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof, or as such period may be mutually extended.

- b) By the Consultant, upon ten (10) days written notice if the Consultant's services for the Project are delayed or suspended for more than ninety (90) days for reasons beyond Consultant's control.
- 2. By Owner without cause effective upon the receipt of notice of termination by Consultant.
- 3. If the agreement is terminated, Consultant shall promptly furnish Owner with all reports, drawings, specifications and other work product prepared pursuant to this agreement. (The "instruments of service" shall become the property of Owner.

**B. Controlling Law**

This Agreement is to be governed by the law of the state in which the State of Texas and the location for settlement of any and all claiming arising out or related to this agreement or any other thereof, written by arbitration or litigation shall be San Antonio, Texas.

**C. Dispute Resolution**

- 1. Owner and Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to the exercising of their rights under other provisions of this Agreement, or under law.
- 2. Except as indicated herein above, all claims, disputes, and other matters in question between parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

**D. Indemnification**

- 1. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, Owner's officers, directors, partners, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's sub-consultants in the performance and furnishing of Consultant's services under this Agreement.

2. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, and employees and Consultant's sub-consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of Owner or Owner's officers, directors, partners, employees, and other consultants retained by Owner with respect to this Agreement or the Project.

E. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), by facsimile, or by commercial courier service. All notices shall be effective upon the date of receipt.

F. Survival and Severability

1. All express representations, indemnification or limitations of liability made in or given in this Agreement will survive its completion or termination for any reason.
2. Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Successors and Assigns

Owner and Consultant respectively bind themselves, their partners, successors, assigns and legal representative to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Consultant shall assign, sublet or transfer any interest in this Agreement to any affiliated party provided that Owner shall nevertheless continue to be responsible for payment of all Basic Services and Additional Services incurred through the date of such assignment.

H. Insurance

Consultant must provide Owner with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in this contract.

A. Workers' Compensation and Employer's Liability

1. Statutory Worker's Compensation to include all areas involved in operations covered under the contract.
2. Employer's Liability with limit of \$1,000,000.

3. Must include waiver of subrogation rights against Owner.

**B. Commercial General Liability**

1. Commercial General Liability: Form providing coverage not less than that of the occurrence form ISO Standard Commercial General Liability Insurance, including but not limited to bodily injury, personal injury, environmental impairment, independent contractors' products – completed operations (construction risk only), Broad Form Property Damage (including Completed Operations for a period of not less than three (3) years – construction risk only). For those contractors selling/manufacturing products, Commercial General Liability coverage should be specifically endorsed to include products liability.
2. Contractual Liability: Blanket basis insuring the liability assumed under this contract.
3. Combined Limits of Liability: Bodily Injury, \$500,000 each occurrence, \$1,000,000 aggregate.

**C. Commercial Automobile Liability**

1. Commercial Automobile Liability form, including all Non-Owned and Hired Vehicles.
2. Limits of Liability: Combined limits of \$1,000,000 per accident.

**D. Umbrella Liability**

Such insurance shall provide coverage within limits of not less than \$2,000,000 per occurrence, \$2,000,000 aggregate, in excess of the underlying coverage listed in Paragraphs A, B, and C above. Notwithstanding the foregoing, Consultant agrees that at Owner's discretion and cost, one year from the effective date of this Agreement Owner may require Consultant to increase umbrella liability coverage amounts provided herein.

**E. Professional Liability**

Such insurance shall provide coverage with limits of not less than \$1,000,000 per claim and \$1,000,000 aggregate.

**F. Other Insurance Provisions**

1. Owner shall be included as an Additional Insured on all coverage required to be furnished by Consultant except Worker's Compensation and Professional Liability.
2. All insurance coverage required as herein set forth shall be primary and at the sole cost and expense of Consultant. Lack of compliance with these insurance requirements can result in unilateral termination of this contract by Owner. Insurance



coverage will be in a form and carrier acceptable to Owner with a minimum rating of A:VII or higher.

3. Except where prohibited by law, insurance policies except professional liability shall contain provisions that the insurance companies waive the rights of recovery or subrogation against Owner, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, and their insurers.
4. A Certificate of Insurance evidencing all of the above must be issued to: Owner. A copy of the Certificate of Insurance must be presented to: Owner prior to commencement of the Work and 30 days prior to policy renewal.
5. The cancellation provision of such Certificate of Insurance shall provide as follows:

"To be effective as to certificate holder, the issuing companies must provide to the below named certificate holder thirty (30) days' written notice prior to any cancellation or material modification of the above described policies before the expiration dates thereof."

I. Miscellaneous Conditions

1. Consultant agree that no liability shall attain favor of Consultant as against any officer, director, member, agent or employee of Owner and that Consultant will look solely to the assets of Owner for the satisfaction of Owner's obligations, duties and liabilities under this Agreement.
2. Consultant understands and agree that is duties and responsibilities under this Agreement are personal in nature and this Agreement shall not be assigned, transferred or shared by Consultant with any other person, firm or a corporation without prior written notification and approval of Owner.
3. Consultant shall provide its services and obligation in conformity with the standards of care and skill of its profession.
4. Consultant shall subordinate, and hereby does subordinate, any or all liens, rights and interest (whether choate or inchoate and including, without limitation, all mechanics and materialmen's liens under the applicable state constitution or statutes) owned, claimed or held, or to be own, claimed or held by Consultant in an to any part of the work or the property on which the work is performed.
5. Consultant agrees and shall include a provision in all its agreements to the effect that, owner is a third beneficiary of all agreements between Consultant and its consultants for the performance of its services required by this Agreement. Nothing contained herein shall be deemed to impose any obligation on Owner with respect to such agreements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

\_\_\_\_\_

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

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

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Designated Representative:

\_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-mail Address:

\_\_\_\_\_

CONSULTANT:

\_\_\_\_\_

By: James A. Broaddus, Ph.D., P.E.

Title: President & CEO

Address for giving notices:

1301 S. Capital of Texas Highway

Suite A-302

Austin, Texas 78704

\_\_\_\_\_

Designated Representative:

\_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

E-mail Address:

\_\_\_\_\_

**Broaddus & Associates  
Schedule of Hourly Rates  
(Effective through December 31, 2009)**

<b><u>Role</u></b>	<b><u>Rate/Hour</u></b>
Program Executive	\$287
Program Manager	\$215
Senior Project Manager	\$182
Project Manager	\$149
Senior Construction Representative	\$116
Construction Representative	\$94
Planning Executive	\$209
Planning Director/ Master Planner	\$187
Senior Planner/Programmer	\$165
Project Planner	\$110
Cost Estimator	\$121
Structural Engineer	\$150
MEP/Infrastructure Engineer	\$150
Civil Engineer (Design Reviews)	\$150
Architect	\$150
Constructability/Quality Control Reviews	\$140
Information Technology Specialist	\$130
Web-Based Project Management/Controls	\$125
Washington Government Relations Rep.	\$230
Clerical	\$55

**Other Direct Expenses**

Client agrees to reimburse Broaddus & Associates for all other direct expenses incurred at the following rates, except as otherwise specified by Broaddus & Associates in its proposal:

**Travel Expenses:** Transportation (mileage, air travel, car rental, etc) lodging, meals, & incidental expenses Cost plus 10%

**Subcontract Expenses:** Supplies or services furnished to Broaddus & Associates in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates Cost plus 10%

**Direct Expenses:** Other expenses in support of project activities Cost plus 10%

## Appendix A



### PROJECT MANAGEMENT SERVICES SCOPE OF SERVICES DETAIL

#### Overall Functions for the Project

- 1 Broaddus & Associates shall provide the principal Project Manager (PM) and single point of contact for the Owner. Services include all general leadership and management functions required of a PM which include but are not limited to tracking budgets; monitoring schedules; overseeing quality of all aspects of the project; building and communicating with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the project through all its various phases; providing direct interface with the community, end-users and other stakeholders; and briefing executives as necessary.
- 2 Develop initial budget estimate for project.
- 3 Establish overall project budget including hard and soft costs. (i.e., construction, design, management, testing, furnishings, equipment, permitting, connection fees, contingency funds, etc.)
- 4 Develop a master schedule for project.
- 5 Develop communication protocols for the project.
- 6 Keep Owner executives, officials, and community representatives informed and communicate with end-users to keep scope aligned with project objectives. Present to the Core Team and Municipal Steering Committee, as required.
- 7 Establish, lead, and coordinate all project related meetings.
- 8 Install the Broaddus & Associates *Owner In-Site*™ Web-based Project Management System - an Owner-oriented management information system that provides any project participant the ability to track and manage the entire project.
- 9 Coordinate with all external approval authorities and neighboring institutions.
- 10 Provide any necessary liaison in Austin with System Agency, as required.
- 11 Provide Project Executive services as advisor to the Owner and PM.
- 12 Identify the need for special studies, surveys, investigations, etc., and implement contracts as necessary.
- 13 Develop a filing and document control system for the project for hardcopy and electronic records.
- 14 Develop and monitor the Historically Underutilized Business (HUB) subcontracting program for project.
- 15 Manage all contracts (Design, Construction, Special Consultants, etc.) related to the project.
- 16 Project cash-flows, monitor, and manage all payments to consultants and contractors, including compliance with all HUB plans.
- 17 Work with the Owner Finance Office and/or financial consultants to develop additional capital funding options, if necessary, and provide cash flow projections.
- 18 Work with Core Team to assist in the evaluation and selection of A/E and CM firms.
- 19 Assist on other Owner projects as assigned, as requested.

*Continued Next Page*

**PROJECT MANAGEMENT SERVICES  
SCOPE OF SERVICES DETAIL**

**Procurement: Selection & Contracting for A/E and Construction Services**

*Note: The following process steps are followed, with some variation, for Design firms, CM firms, and other firms selected on a Qualifications (QBS) or Best Value Basis. The process may be used several times during the project. It may include Solicitation Document Preparation, Proposal Evaluation, Selection Committee Facilitation, Negotiation with the Selected Firm, and Preparation of the Contract Documents and Associated Documents to Implement Award of the QBS/Best Value Agreement/Contract.*

- 1 Prepare Requests for Qualifications (RFQ's) and Requests for Proposals (RFP's), and guide committees through fair, objective, and equitable selection process that is appropriately documented as per higher education procurement processes outlined in Senate Bill 510 and subsequent legislative modifications.
- 2 Specific activities for this phase typically include:
  - Develop RFQ's and RFP's documents
  - Draft Agreement/Contract
  - Organize the selection committee(s)
  - Establish selection criteria
  - Assist in advertising the Request for Qualifications (RFQ)
  - Receive and evaluate qualifications
  - Convene selection committee and develop a short list of the most qualified candidates
  - Request Proposals (RFP) from the short-list
  - Receive and evaluate proposals
  - Convene selection committee and discuss proposals
  - Conduct interviews of proposers in front of selection committee
  - Facilitate committee selection of best firm
  - Negotiate contract with selected firm (if possible, otherwise go to 2nd ranked firm)
  - Finalize contract and prepare presentation material for governing body and/or executive approval
- 3 Maintain appropriate confidentiality and comply with the Open Records process.
- 4 Provide the Owner's draft Agreement/Contract to include in the RFP, in order to eliminate extended negotiation of terms after selection.
- 5 Guide the selection process consistent with a project management approach acceptable to Owner.
- 6 Negotiate financial & related issues to finalize the Agreement/Contract with the selected firm.
- 7 Coordinate with the Owner's to insure all procedures are in compliance with statutes and regulations.
- 8 Provide follow-up and de-briefing sessions with non-selected firms.
- 9 Collect & process all required documents from contracted firms before proceeding with work. (i.e., bonds, insurance, etc.)
- 10 Issue Notices to Proceed on appropriate phases when all necessary requirements have been completed.
- 11 Carry out necessary contractual actions and transactions during the various contract phases.
- 12 Procure specialty consultants such as surveyor, geotechnical engineer, hazardous material & abatement firms, test & balance firm, commissioning agent, materials testing firms, independent design consultants and peer reviewers.
- Construction Contractor Specific Procurement**
- 13 Review standard construction contract for billing, procurement, timelines, change orders, applications for payment and all processes required.
- 14 Assist Owner with contractor selection criteria and review of contractor qualifications and capability to perform scope of work and comply with schedule, programming guidelines and specifications.
- 15 Assist Owner in negotiating with Contractors; re-bid or re-negotiate Project if lowest bid or proposal is greater than Project budget after selection of contractor by Owner.
- 16 After selection of contractor by Owner, assist Architect with transmitting standard procurement requirements to contractors and subcontractors.
- 17 Review information submitted by contractor to include insurance, employee pay scales, material suppliers, subcontractors list, bonds, and financing.

**Continued Next Page**

## PROJECT MANAGEMENT SERVICES SCOPE OF SERVICES DETAIL

### Pre-Project Planning Phase

#### Engineering Design

- 1 Review all existing Owner baseline data and identify additional engineering and environmental information needed for master planning and design.
- 2 Assist in the selection/procurement/contracting of consulting firms to perform the work.
- 3 Provide overall project management of each consultant and work task.
- 4 Evaluate engineering and environmental studies and apply results to the balance of the planning process.
- 5 Assist Owner in coordinating critical project issues with local governing agencies and authorities having jurisdiction.

#### Master Planning

- 6 Review existing master plan scope of work documentation and make recommendations for refinement.
- 7 Participate on Owner's behalf in selection/procurement/contracting of master planner.
- 8 Provide overall project management of the master planning process to ensure that:
  - Master plan achieves Owner objectives
  - Cost effective designs are prepared
  - Design concepts address constructability performance
  - Highest caliber design is developed
  - Issues are resolved in a timely manner
  - Identify critical design issues relating to site and Owner mission
  - Cost are monitored on an on-going basis
- 9 Participate in planning workshops and public meetings.
- 10 Review all draft master planning documentation, including site analysis, conceptual plan, precinct studies, and design standards. Make recommendations to enhance value alternatives and identify point of progress for master planner to proceed to development of the final plan.
- 11 Review master plan development and provide input to Owner and master planner regarding implementation and phasing alternatives.

#### Facility Programming

- 12 Prepare building specific facility space program document to define building specific design criteria and scope of work.
- 13 Conduct meetings with users and staff to identify and confirm the space program requirements, including but not limited to all required space, adjacencies, stacking diagrams, building layout, etc.
- 14 Identify building technical and engineering systems, such as communication systems, special equipment, particular utility or building support services and furniture needs.
- 15 Identify any special issues related to the site and off-site utilities not already addressed in the master plan.
- 16 Prepare program to comply with the master plan, incorporating standards and design guidelines.
- 17 Finalize program and facilitate transmission of data to building designer.
- 18 Transmit data to Designer.

#### Other Pre-Project Planning Activities

- 19 Update & expand the master schedule for project.
- 20 Incorporate a technology & telecommunications plan & budget into the project.
- 21 Conduct first Project Definition Rating Index (PDRI) analysis. *(Best Practice)*
- 22 Develop conceptual construction cost estimate for project.
- 23 Update & refine overall Total Project Budget (TPC) including hard and soft costs. (i.e., construction, design, management, testing, furnishings, equipment, permitting, connection fees, contingency funds, etc.)
- 24 Prepare a Capital Improvement Program (CIP) Planning Tool and scope packages for selected projects, as requested. Documented report format includes: site visits and assessment; scope development for all disciplines; layout sketches and diagrams; cost estimating and budget development; project and procurement execution strategy.

**Continued Next Page**



## PROJECT MANAGEMENT SERVICES SCOPE OF SERVICES DETAIL

### Schematic Design Phase

- 1 Conduct Partnering (*Best Practice*) and kickoff meeting with Owner, Designer & others.
- 2 Communicate all pre-project planning information to Designer.
- 3 Conduct design meetings between Owner and Designer, document and resolve issues.
- 4 Prepare Schematic Design cost estimate, conduct reviews of Designer's cost estimate, reconcile, and take action to keep cost under control.
- 5 Review schedule and conduct schedule optimization session(s). (*Best Practice*)
- 6 Participate in drawing reviews for completeness, constructability, and cost savings. Coordinate, review, and evaluate all Schematic Design documents submitted by Designers and consultant engineers for compliance with Owner's design guidelines, space program needs and performance specifications.
- 7 Conduct PDRI analysis. (*Best Practice*)
- 8 Provide a formal Constructability Program, complete with documented cost savings and value-added impacts. (*Best Practice*)
- 9 Manage the Historically Underutilized Business (HUB) subcontracting program for project.
- 10 Initiate planning for Commissioning & Start-up. Begin this process early to define requirements, costs and achieve aggressive schedules. (*Best Practice*)

### Design Development Phase

- 1 Oversee Preparation of Design Development Documents addressing architectural, structural, mechanical & electrical systems, materials and other appropriate elements.
- 2 Conduct regular meetings between Owner & Designer to review and evaluate design documents for compliance with guidelines.
- 3 Conduct review of schedule. Conduct schedule optimization session(s). (*Best Practice*)
- 4 Provide preliminary design review for code compliance.
- 5 Prepare Design Development cost estimate, conduct reviews of Designer's cost estimate, reconcile, and take action to keep cost under control.
- 6 Participate in drawing reviews for completeness, constructability, and cost savings. Coordinate, review, and evaluate all Design Development documents submitted by Designer and its consultants for compliance with Owner's design guidelines, detailed program needs and performance specifications.
- 7 Conduct PDRI analysis. (*Best Practice*)
- 8 Continue formal Constructability Program. (*Best Practice*)
- 9 Prepare and present to Design Development Package to the City Council for approval.
- 10 Manage the Historically Underutilized Business (HUB) subcontracting program for project.
- 11 Continue planning for Commissioning & Start-up. (*Best Practice*)

### Construction Documents Phase

- 1 Oversee preparation of Construction Documents addressing all project elements.
- 2 Conduct design review meetings and project management meetings with Owner to update on progress, financial status, construction issues and use of project contingencies.
- 3 Coordinate with government entities for any building or statutory reviews and other approvals.
- 4 Participate in drawing reviews for completeness, constructability, and cost savings. Coordinate, review, and evaluate all Construction Documents submitted by Designers and subconsultants for compliance with owner's design guidelines, detailed program needs and performance specifications before procurement of sub-contractors. (Recommend 30%, 50%, 95% and 100% complete submissions.)
- 5 Prepare Construction Documents cost estimate(s), conduct reviews of Designer's and/or CM's cost estimate(s), reconcile, and take action to keep cost under control.
- 6 Updated and detailed schedule, including major construction elements, and conduct schedule optimization session(s). (*Best Practice*)
- 7 If CM-at-Risk project delivery method, receive Guaranteed Maximum Price (GMP) proposal, evaluate, negotiate, & recommend acceptance.

*Continued Next Page*

**PROJECT MANAGEMENT SERVICES  
SCOPE OF SERVICES DETAIL**

**Construction Documents Phase (Continued)**

- 8 Continue Formal Constructability Program. *(Best Practice)*
- 9 Implement a Change Management System to control scope creep. *(Best Practice)*
- 10 Manage the Historically Underutilized Business (HUB) subcontracting program for project.
- 11 Plan for Commissioning & Start-up. *(Best Practice)*

**Construction Phase**

- 1 Serve as the Owner's Point of Contact during construction. Conduct construction update meetings at construction sites on a weekly and as-needed basis.
- 2 Conduct Partnering sessions at beginning of the construction phase to include all subcontractors. *(Best Practice)*
- 3 Review required documents/outlines from Contractor including Quality Control Plan, Safety Plan, Environmental Compliance Plan, HUB Contracting plan, and Texas Architectural Barriers Plan (TAS/TDLR) and report to Contractor and Owner.
- 4 Review and participate in Construction Manager's buyout of subcontract packages; ensure scope analysis is complete and track budget/contingency adjustments.
- 5 Manage the Historically Underutilized Business (HUB) subcontracting program for project construction.
- 6 Evaluate requests for proposed Change Orders and Construction Change Proposals and make recommendations.
- 7 Conduct site visits and inspections to review work in place and report in a standard format to Owner with reference to facilities standards/specifications, schedules and budgets. Monitor construction progress and advise Owner of any observations of non-conforming scope or quality workmanship.
- 8 Administer Construction Contract and General Conditions and serve as Owner's representative.
- 9 Review compliance with all plans, specifications and required terms and conditions and report to Owner on status.
- 10 Assist Owner in contracting with Independent Testing Firms and review testing program results. (Tests typically include geotechnical, concrete, welding, compaction, etc.)
- 11 Provide Field and Quality Assurance Oversight.
- 12 Provide on-site construction inspection services.
- 13 Review approved submittals. Obtain Owner approvals needed.
- 14 Managing the overall information flow during construction including submittals, RFI's, daily reports, photos, & meeting minutes through the Broaddus & Associates *Owner In-Site* ® Web-based Project Management System.
- 15 Continue the Change Management System into construction phase. *(Best Practice)* Analyze each potential change, estimate cost and schedule, assess its impact, and negotiate the change amount. Execute necessary contract modification documents.
- 16 If a CM-at-Risk project, track the GMP savings balance and plan for its use or recapture.
- 17 Monitor Requests For Information (RFI's) and Designer responsiveness.
- 18 Coordinate vendors under separate contract to owner, such as security, data, telecom, move management.
- 19 Review Contractor's Building Commissioning and Turnover Plan as a part of Planning for Start-up. *(Best Practice)*
- 20 Evaluate payment applications and make recommendations to owner on approval of requests for progress payments.
- 21 Perform final inspections and review punch list work.

**Commissioning and Turnover Phase**

- 1 Plan for furnishing procurement and building turnover.
- 2 Review the results of the HVAC Test and Balance for compliance with construction contract requirements.
- 3 Monitor all pre-functional testing and check-out for compliance with commissioning plan.
- 4 Oversee turnover of all certification documentation and submittals to proper agencies on behalf of Owner.
- 5 Coordinating training of facility maintenance staff for familiarization with all systems.

**Warranty and Occupancy**

- 1 Review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals.
- 2 Generate and deliver tickler file of all warranty deadlines for each project.
- 3 Coordinate reviews of warranty items after a 30 day and 6 month period.
- 4 Provide post-occupancy evaluation of facility prior to warranty expiration.

