

**Commissioners Court - June 30, 2009
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **30TH day of June, 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	Presentation by Chancy Lewis on the Plum Creek Watershed. SUMTER/SCHRAMM
---	---	---

PUBLIC COMMENTS

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

CONSENT ITEMS

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

2	2	Approve payments of county invoices. HERZOG
3	3	Approve the cancellation of Commissioner's Court on July 28, 2009 and September 8, 2009. INGALSBE
4	4	Approve specifications for RFP #2009-P10 Employee Group Self Funded Health and Dental Plan and authorize Purchasing to solicit for proposal and advertise. SUMTER/HERZOG/MAIORKA/BAEN
5	5-6	Approve purchase of .09 Acres from the property owned by Hank Elliott, on FM 2001 in Pct. 2, for a total price of \$40,000.00. BARTON
6	7-61	Approve specifications for Bid #2009-B18 "Removal and Installation of New Roof for the Hays County Law Enforcement Building at 1307 Uhland Road" and authorize purchasing to solicit for bid and advertise. SUMTER/HERZOG/MAIORKA
7	62-70	Approve specifications for Bid #2009-B19 "Road Improvements/Hot-Mix Overlay" and authorize purchasing to solicit for bid and advertise. SUMTER/HERZOG/MAIORKA/BORCHERDING
8	71-79	Approve Utility Permit. SUMTER

ACTION ITEMS

ROADS

9	80	Hold a Public Hearing to establish traffic regulations (speed limit) on CR 266/Old Bastrop Hwy from El Camino Way to the Comal County Line. Possible action may follow. INGALSBE/BORCHERDING
10	81-87	Discussion and possible action for the release of the maintenance bond for Section 2 and accept for maintenance all road and drainage improvements within County ROW for Section 1 and Section 2 for Rutherford West subdivision. FORD/BORCHERDING
11	88-91	Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the construction bond, and acceptance of the Maintenance bond for two years for Wimberley Springs subdivision, Phase 1. CONLEY/BORCHERDING
12	92	Call for a public hearing on July 14, 2009 to establish traffic regulations on Buttercup Lane, CR 286. CONLEY/BORCHERDING
13	93-95	Discussion and possible action to consider the acceptance, with exceptions, of road construction and drainage improvements and release of the construction bond for Big Sky subdivision. CONLEY/BORCHERDING

MISCELLANEOUS

14	96	Update of Hays County Strategic Policy Plan and State of Texas, Office of Comptroller, Local Government Management Assessment and Risk Assessments. SUMTER
15	97-100	Discussion and possible action to authorize the County Judge to request funds from the Texas Comptroller of Public Accounts associated with unclaimed capital credits received from electric cooperatives and to certify that use of the funds will be for a program as specified under Local Government Code, Section 381.004. SUMTER/HAUFF
16	101-105	Discussion and possible action to authorize out of state travel for Judy Seim, Compliance/Collections Administrator to attend 2009 National Governmental Collections Conference 2009, to be held in Las Vegas, Nevada, October 13-14, 2009. SUMTER/SEIM
17	106-109	Discussion and possible action to appoint Jon Engel, Corky Kuhlmann and Kathy Boydston to the Hays County Parks and Open Space Advisory Board. SUMTER
18	110-111	Discussion and possible action to execute a Resolution declaring a Burn Ban in Hays County, Texas effective immediately. SUMTER/CHAMBERS
19	112-113	Discussion and possible action to authorize the County Judge to execute Change Order #3 to the contract with Westar Construction, Inc. for a deduction amount of \$49,500 for the Five Mile Dam Park project. INGALSBE/HAUFF
20	114-122	Discussion and possible action to approve the purchase of a storage shed for the Extension Office and to amend the budget accordingly. SUMTER/SCHRAMM
21	123-127	Discussion and possible action to amend the budget for the Personal Health Department and authorize transfer of funds in the amount of \$1922.00 from adult vaccines to miscellaneous capital improvements. SUMTER/HARGRAVES
22	128-130	Discussion and possible action to authorize transfer of funds in the amount of \$1737.00 from medical supplies to office equipment. SUMTER/HARGRAVES
23	131	Discussion and possible action to authorize the County Judge to sign a Notice of Rate Change Agreement with the City of Buda relating to the monthly amount due for law enforcement services provided by the Sheriff's Office to the City of Buda pursuant to a prior Interlocal Agreement; and to give a Notice of Rate change to City of Buda pursuant to section 1.6 (90-day notice of rate change) for Sheriff's Office step increase. BARTON
24	132-142	Discussion and possible action to approve the purchase of a check pressure seal machine, a one year maintenance contract plus pressure seal stock and to amend the budget accordingly. SUMTER/TUTTLE
25	143-145	Discussion and possible action to authorize the County Judge to execute an Agreement with the City of San Marcos to collaborate with City's consultant on the Five-Mile Dam project. SUMTER/HAUFF
26	146-154	Discussion and possible action to authorize the County Judge to sign an amendment to the FY2009 Immunization Grant between the Texas Department of State Health Services (DSHS) and the Personal Health Department (PHD) allowing the PHD to use grant funds for the purchase of equipment to convert the front play area to office space and to approve amending the budget accordingly. SUMTER/HARGRAVES
27	155-161	Discussion and possible action to request for support of Jack C Hays documentary by Hays County Historical Commission. CONLEY
28	162-164	Discussion and possible action to authorize the County Judge to execute a contract amendment with Land Design Partners, Inc. in the amount of \$1,804.00 to include additional services for survey work associated with a 1.5-acre parcel for the Winters Mill Trail Project. CONLEY/HAUFF
29	165	Discussion and possible action regarding issues related to proposed capital construction projects in Hays County, including but not limited to the government center; precinct offices; Resource Protection, Transportation and Planning department offices; and space needs projections for the Hays County Jail and related criminal justice analysis. INGALSBE

WORKSHOP

30	166	1:00PM Presentation from Hays Trinity Groundwater Conservation District on drought conditions and management plans, update on Desired Future Condition (DFC) and Managed Available Groundwater (MAG) Process, summary of legislative activity and budget constraints going forward and possible options, and review of District input to the Hays County Water and Wastewater Planning process. FORD
----	-----	---

EXECUTIVE SESSIONS

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

31	167	Executive Session pursuant to 551.074 of the Texas Government Code, to discuss the appointment, employment, evaluation, reassignment and duties of the department head of Veteran Services Department. Possible action may follow in open court. FORD
32	168	Executive Session pursuant to 551.071 of the Texas Government Code, regarding existing or contemplated Employment Claims involving Hays County. Possible action may follow in open court. SUMTER

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 26TH day of June, 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 12:00 noon on WEDNESDAY.
Phone (512) 393-2205 Fax (512) 393-2282

AGENDA ITEM:

*Chancy Lewis EXTENSION #Assoc.
Plum Creek Watershed*

Consent, Action, Executive Session, Etc.

MEETING DATE REQUESTED:

June 30, 2009

REQUESTED BY:

SUSAN SCHRAMM

FUNDS REQUIRED:

Line Item #: _____ n/a *X*

SUMMARY:

*Presentation on Plum Creek Watershed Project.
5-10 minutes*

COUNTY JUDGE

COUNTY AUDITOR

COMMISSIONER PCT. 1

COMMISSIONER PCT. 2

COMMISSIONER PCT. 3

COMMISSIONER PCT. 4

ACTION TAKEN / ACTION REQUIRED

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: 6/30/09

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 the cancellation of Commissioner's Court on July 28, 2009 and September 8, 2009

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Commissioner's Court

SPONSORED BY: Ingalsbe

SUMMARY: In light of last Tuesday's discussion, these are the dates I recall court members wanted to consider for canceling of Commissioner's Court. I wanted to place on agenda sooner rather than later so that we can have ample time to arrange or rearrange our schedules.

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 RFP #2009-P10 Employee Group Self Funded Health and Dental Plan and authorize Purchasing to solicit for proposal and advertise.

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

PREFERRED MEETING DATE REQUESTED: Tuesday, June 30, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Baen

SPONSORED BY: SUMTER

SUMMARY: Documents will be available in Purchasing office for review by Friday

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 purchase of .09 Acres from the property owned by Hank Elliott, on FM 2001 in Pct. 2, for a total price of \$40,000.00

TYPE OF ITEM: CONSENT

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: \$40,000.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 03-460-5386

REQUESTED BY: BARTON

SPONSORED BY: BARTON

SUMMARY:

DESCRIPTION OF Item: Approve purchase of .09 Acres from the property owned by Hank Elliott, on FM 2001 in Pct. 2, for a total price of \$40,000.00

PREFERRED MEETING DATE REQUESTED: June 30, 2009

COUNTY AUDITOR

AMOUNT AND FUND LINE ITEM NUMBER: \$40,000.00 03-460-5386

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ N/A _____

PAYMENT TERMS ACCEPTABLE: _____ N/A _____

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve specifications for Bid #2009-B18 "Removal and Installation of New Roof for the Hays County Law Enforcement Building at 1307 Uhland Road" and authorize purchasing to solicit for bid and advertise.

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

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka

SPONSORED BY:

SUMMARY: See attached specifications

**SPECIFICATIONS FOR REMOVAL AND INSTALLATION OF NEW ROOF FOR THE HAYS
COUNTY LAW ENFORCEMENT BUILDING AT 1307 Uhland Rd**

**BID IFB #2009-B15
HAYS COUNTY, TEXAS**

1. GENERAL CONDITIONS

- 1.1 Bids are solicited for furnishing the services set forth in this Invitation for Bid. Completed bids must be received in the Purchasing Office before 2:00 p.m. on the "opening date". All bids must be in a sealed envelope clearly marked in the lower left hand corner with the bid number, bid title and opening date. Mail bids to: Hays County Purchasing Office, 111 W. San Antonio St., Suite 101, San Marcos, Texas 78666. By submitting a bid, vendor hereby agrees to all of terms and provisions of the bid specifications.
- 1.2 Bids received in the County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unaccepted. Hays County is not responsible for lateness of mail, carrier, etc. And time/date stamp clock in the purchasing office shall be the official time of receipt. **Hays County does not accept fax bids.**
- 1.3 Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity.
- 1.4 The bidder agrees if this bid is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be thirty (30) calendar days unless a different period is noted by bidder.
- 1.5 The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.
- 1.6 **Invoices shall be sent directly to the Hays County Auditor, 111 W. San Antonio St., Suite 100, San Marcos, Texas 78666, and attn: Accounts Payable. Payments will be processed after notification that all services have been satisfactory and no unauthorized service has been received.**
- 1.7 Hays County terms of invoice are net 30 days from invoice date.
- 1.8 The bid award shall be based on but not necessarily limited to, the following factors:
 - Total Price plus projected deck work amount
 - Special needs and requirements of Hays County
 - Vendor's past performance record with Hays County
 - Hays County's evaluation of vendor's ability
- 1.9 If bid is accepted and approved by Commissioners' Court then this bid becomes the contract and there are no oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change order.
- 1.10 The County is tax exempt; therefore tax shall not be included in this offer.
- 1.11 Any contract awarded pursuant to this IFB shall be contingent on sufficient funding and authority being made and available, the contract shall become null and void.
- 1.12 Any interpretations, corrections or changes to this invitation for bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. Addenda will be mailed to all who are known to have received a copy of this IFB. Bidders shall acknowledge receipt of addenda.
- 1.13 The county of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

- 1.14 No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any county employee. Only those communications that are in writing from the Purchasing Office shall be considered as duly authorized expression on behalf of the county.
- 1.15 All bidders will be required to furnish proof of insurance for Worker's Compensation (see TWCC rule 110.110 attached), auto liability and general liability before any work may begin and shall remain in defect during the life of the of contract.
- 1.16 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 no bid.
- 1.17 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.
- 1.18 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 unsatisfactorily. Vendors will be given a reasonable opportunity before termination to correct deficiencies.
- 1.19 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.
- 1.20 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.
- 1.21 References: Bidder will supply the name and an address of representatives where it has performed this service (including deck remediation as it pertains to the Sebago Class Action Settlement) 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, representative's number.
- 1.22 Experience: Bidder certifies that it has a minimum of three (3) years experience in this field (including deck remediation as it pertains to the Sebago Class Action Settlement) and projects of this size.
- 1.23 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 considered responsive.

2. INSURANCE AND LIABILITY

Contractor shall obtain, pay for and keep in force the following minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Owner.

1. Statutory Workmen's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by contractor in connection with this agreement.
2. Comprehensive General Public Liability, including
 - a. Contractual liability assumed by this agreement.
 - b. Contractor's Contingent (protective).
3. Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the contractor. The minimal limits of liability for Indemnity section above shall be:
 - a. Bodily injury, \$1,000,000 for the injury or death of any one person in any one accident; \$1,000,000 for the injury or death of more than one person in any one accident.
 - b. Property damage, \$1,000,000 per accident, \$2,000,000 aggregate.
 - c. Umbrella Excess Liability: \$2,000,000 over primary insurance.
4. Hays County, Phencon, Beazer East Inc., and their employees, agents, and assigns shall be named as additional insured's.
5. Provide the County with a thirty (30) day advance written notice of cancellation or material change to said insurance.
6. Provide the Purchasing Office a Certificate of Insurance evidencing required coverage within the ten (10) days after receipt of contract award, and at least annually thereafter in the event this contract is renewed

Bid Security: is required in the amount of 5% of the total bid amount and in the form of a certified or cashier's check or bid bond issued by a surety company authorized to do business in Texas.

Performance & Payment Bonds: contractor shall furnish Performance and Payment bonds, each in the amount at least equal to the contract price, as security for the faithful performance and payment of all of contractor's obligations under the contract documents. The bonds are to be issued from a surety company holding a license from the State of Texas to act as a surety. These bonds shall remain in effect until final acceptance by the Engineer and until a maintenance bond which will run for a period of two (2) years after the date of acceptance of Hays County upon completion of all work under the contract a maintenance bond guaranteeing all work under the contract to be free from faulty materials in every particular and free from improper workmanship, and against injury from proper and usual wear, and agreeing to replace or to re-execution without cost to Hays County such work as may be found to be improper or imperfect, and to make good all damage caused to the other work of materials, due to such required replacement or re-execution. Neither the final certificate, nor payment, nor any provision in the contract documents shall relieve the contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the maintenance bond.

The successful bidder must commence work upon issuance by County of a written **Notice to Proceed**.

3. SPECIFICATIONS

We are soliciting bids for complete removal and replacement of the existing roof system and components, and complete deck remediation. This document outlines roofing and deck remediation coordination requirements:

1. The building owner has elected to install one of the roof system listed below. Roof system should be installed to current manufacturer's specifications and applicable building codes.
2. Requirements for Deck Remediation Coordination are listed below.

Replacement Roof System:

Base Bid- Built-Up Asphalt Roofing (see SECTION 075113)

- Insulation- 2.5" Polyisocyanurate and .5" Wood Fiberboard

Alternate Bid #1- Fully Adhered EPDM (see SECTION 07530)

- Insulation- 3" Polyisocyanurate (2 layers)

Alternate Bid #2- Mechanically Fastened TPO (see SECTION 07545)

- Insulation- 3" Polyisocyanurate (2 layers)

All Systems - New 24 Gauge Kynar finish (standard color chosen by owner) 10" Metal Coving to be installed around entire perimeter. Contractor to provide and include installation of wood nailer over precast concrete parapet wall. (See Attached Detail)

Replacement Roof Systems shall be installed according to current manufacturer's specifications to obtain the specified warranty. Roofing contractor is responsible for any and all components necessary to provide a complete and warranted installation.

IMPORTANT

This general pricing outline should be considered a general guideline for roof replacement. Any details that have not been specifically called out will be expected to be replaced in the same fashion as currently installed and in compliance with current manufacturer's specifications. All installations should be installed in compliance with current local building codes. Any omission of requirements of any and all building codes does not relieve the contractor of performing such work.

Deck Remediation Coordination

Metal Deck Remediation (By Others) Overview

The primary objective in replacing this roof system is to restore the structural integrity on the metal decking system. Roofing Contractor (Roofer) will be required to work in conjunction with a Metal Deck Remediation Contractor working on behalf of the owner. Metal Deck Remediation Contractor will be responsible for performing all required metal deck remediation in compliance with the Phenolic Class Action Settlement. The following coordination notes should be considered when preparing your bid.

1. Metal Deck Contractor will perform metal deck remediation as follows:
 - Surface rusted metal decking will be prepared utilizing steel bristled brushes that meet the profile of the existing metal decking. Debris created by this work will be vacuumed, bagged, and disposed of in the project dumpster (provided by others). Epoxy Coating will be installed to prepared surfaces per manufacturer's specifications.
 - Pitted metal decking will be prepared and coated as described above and receive an additional layer of metal decking. Decking will be fastened utilizing Tek-style fasteners.
 - Rusted through metal decking will be removed and replaced with decking that conforms with existing profile.
2. Metal Deck Remediation Contractor will require 1- 1 ½ hours per day to perform this work.
3. Roofer can begin to install new roof insulation immediately upon completion of metal deck remediation work.
4. Roofing Contractor must manage project in order to maintain a reasonable rate of production, and work continuously on project until substantially complete.

Important Trade Coordination Notes:

1. Roofer is responsible to remove all roofing and insulation debris from metal decking. Surface should be swept clean.
2. Interior protection and debris clean-up caused by roof and insulation removal are the responsibility of the Roofer. Metal Deck Contractor's interior protection and clean up is limited to areas in which they remove and replace metal decking.
3. All work must be completed by any deadlines set forth in the project specifications. Roofing Contractor is required to manage the project by any dates specified and work continuously on the project on all possible workdays. Workdays include all weekdays (with weekend make-ups for lost weekdays) in which the 6:00am forecast calls for:
 - 20 degrees or higher temperatures
 - 30% or less chance of precipitation
 - 20 MPH or less wind.
4. Metal Deck Remediation Contractor is responsible for overspray caused by his work. Therefore, their foreman makes the ultimate call on whether to commence roof replacements on days which present

significant overspray risks. Additionally, they may require vehicles be removed from any area deemed an unacceptable risk.

5. Perimeter fall protection as required by OSHA is the responsibility of the Roofer. Any fines incurred by Metal Deck Restoration Contractor as a result of the Roofer's failure to comply are payable by the Roofer.
6. Any decking removed must be stored onsite until released from The Claim Office. Roofer may be required to dispose of Decking for a mutually agreed upon fee payable by Metal Deck Remediation Contractor.

Onsite Project Supervision:

Contractor shall provide a competent, full-time, Project Supervisor who is equipped with a portable cellular phone. This Supervisor must understand the Deck Repair Standards of the Class Action Settlement. This individual must be on-site until all deck work is completed on a daily basis and available on his cellular phone during regular business hours.

Pre-Production Conference:

Prior to beginning production Contractor may be required to participate in a conference with the including:

1. Building Owner
2. Contractor Representative
3. Contractor On-Site Supervisor
4. Building Owner Representative

Topics will include compliance with project requirements, scheduling, coordination, Etc.

Additional Project Requirements

Permits

Contractor will secure all necessary permits to perform his work.

Rules and Regulations

Contractor will comply with all current rules and regulations governing his work including OSHA, FDA, and other federal and local agencies.

Insurance

Contractor shall obtain, pay for and keep in force the following minimum insurance effective in all localities where contractor may perform the work hereunder, with such carriers as shall be acceptable to Owner.

1. Statutory Workmen's Compensation covering all state and local requirements and Employer's Liability Insurance covering all persons employed by contractor in connection with this agreement.
2. Comprehensive General Public Liability, including
 - a. Contractual liability assumed by this agreement.
 - b. Contractor's Contingent (protective).

3. Comprehensive Automobile Liability covering all owned, hired and other non-owned vehicles of the contractor.

The minimal limits of liability for Indemnity section above shall be:

- a. Bodily injury, \$1,000,000 for the injury or death of any one person in any one accident;
\$1,000,000 for the injury or death of more than one person in any one accident.
 - b. Property damage, \$1,000,000 per accident, \$2,000,000 aggregate.
 - c. Umbrella Excess Liability: \$2,000,000 over primary insurance.
4. Hays County, Phencon, Beazer East Inc., and their employees, agents, and assigns shall be named as additional insured's.

Additional Project Notes

Contractor is responsible for the following:

1. Damaged drain components. All drains must be operational prior to completion of each days work.
2. Skylights or lenses damaged or over sprayed during construction.
3. Special precautions must be made to insure no wiring is drilled into or cut during construction. All electrical damage will be repaired by owner's contractor and billed to contractor.
4. Contractor must verify all existing rooftop equipment is not installed directly over phenolic insulation. If this condition is found, the contractor will be required to remove curb and reinstall to deck. Wood nailers are only required to maintain an 8" minimum flashing height or a minimum of their current flashing height.
5. Screen walls around mechanical equipment (if any) must be disassembled to facilitate work, then reassembled to existing condition after work area is completed.
6. All existing flashing must be removed from through wall scuppers and new flashings reinstalled to maintain proper size.
7. All gas pipes running across roof must have new sleepers installed and spaced to match existing. Dispose of existing sleepers. (Based on approximately 1500 feet of gas pipe)
8. Disassemble expansion joint (if any) and raise for new flashing height, if required. Reinstall expansion joint cap.
9. If underside of deck has fireproofing material, it will need to be replaced where deck requires removal and replacement.
10. Satellite dishes (if any) may require disconnection during roof installation, and reinstallation and calibration after the roof is installed, at the contractor's expense.
11. Existing lightning protection system shall be installed in the same fashion as it currently exists
12. Manufacturers approved walkway to be installed per manufacturers specification. (Approx. 1500 lineal feet)

Bid Sheet
BID IFB #2009-B15
Removal and Installation of Roof for Hays County Civic Center

Bid due: _____ no later than 2:00 p.m.

Total bid price for removal of old roof and installation of new roof

Base Bid- Built-Up Asphalt Roofing \$ _____

Alternate Bid #1- Fully Adhered EPDM \$ _____

Alternate Bid #2- Mechanically Fastened TPO \$ _____

1. Disconnect existing HVAC units, raise curbs to accommodate an 8" minimum flashing height, reconnect and restart HVAC unit.

per HVAC unit \$ _____

2. Remove and dispose of existing skylights. Install Naturalite Skylite Systems #NLDD4280(or approved equal) per manufacturers specification maintaining 8" flashing height. Include SAF-T-GUARD CAGE for "N"Series Skylights.

per replaced skylight \$ _____

Approximate days to complete: _____

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 engaged 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 (is 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 dealing with Hays County.

The forms for reporting are available at:

www.ethics.state.tx.us/whatsnew/conflict_forms.htm

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

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

Hays County Clerk
137 Guadalupe Street
San Marcos, Texas 78666

SECTION 075113
BUILT-UP ASPHALT ROOFING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes built-up asphalt roofing.

1.2 DEFINITION

- A. Hot Roofing Asphalt: Roofing asphalt heated to its equiviscous temperature, the temperature at which its viscosity is 125 centipoise for mop-applied roofing asphalt and 75 centipoise for mechanical spreader-applied roofing asphalt, within a range of plus or minus 25 deg F (14 deg C), measured at the mop cart or mechanical spreader immediately before application.

1.3 PERFORMANCE REQUIREMENTS

- A. Roofing System Design: Provide built-up roofing system that is identical to systems that have been successfully tested by a qualified testing and inspecting agency to resist uplift pressure calculated according to ASCE/SEI 7. Verify availability of built-up roofing that complies before retaining.

1.4 SUBMITTALS

- A. See Section 01300 Submittals

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified firm with a minimum of five (5) years demonstrated experience that is approved, authorized, or licensed by built-up roofing manufacturer to install manufacturer's product and that is eligible to receive manufacturer's special warranty.

1.6 WARRANTY

- A. Special Warranty: Manufacturer's standard or customized form, without monetary limitation, in which manufacturer agrees to repair or replace components of built-up roofing that fail in materials or workmanship within specified warranty period.

- 1. Warranty Period: 10 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 BUILT-UP ROOFING MANUFACTURERS

- A. Manufacturers: GAF, Firestone, CertainTeed or approved equal

2.2 ROOFING MEMBRANE PLIES

- A. Ply Sheet: ASTM D 2178, Type IV, asphalt-impregnated, glass-fiber felt.

2.3 BASE FLASHING SHEET MATERIALS

- A. Backer Sheet: ASTM D 2178, Type IV, asphalt-impregnated, glass-fiber felt.
- B. Granule-Surfaced Flashing Sheet: ASTM D 6164, Grade G, Type I, polyester-reinforced, SBS-modified asphalt sheet; granular surfaced; suitable for application method specified, and as follows:
 - 1. Granule Color: Owner to choose granule color

2.4 ASPHALT MATERIALS

- A. Asphalt Primer: ASTM D 41.
- B. Roofing Asphalt: ASTM D 312, Type III

2.5 AUXILIARY BUILT-UP ROOFING MATERIALS

- A. General: Auxiliary materials recommended by roofing manufacturer for intended use and compatible with built-up roofing.
 - 1. Liquid-type auxiliary materials shall comply with VOC limits of authorities having jurisdiction.
- B. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required by roofing manufacturer for application.
- C. Fasteners: Factory-coated steel fasteners and metal or plastic plates complying with corrosion-resistance provisions in FM Approvals 4470, designed for fastening built-up roofing components to substrate, tested by manufacturer for required pullout strength, and acceptable to roofing manufacturer.
- D. Aggregate Surfacing: ASTM D 1863, No. 6, clean, dry, opaque, water-worn gravel or crushed stone, free of sharp edges.

2.6 ROOF INSULATION

- A. Polyisocyanurate Board Insulation: ASTM C 1289, Type II, Class 1, felt or glass-fiber mat facer on both major surfaces.
 - 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following available manufacturers offering products that may be incorporated into the work include, but are not limited to, the following:
 - a. Carlisle SynTec Incorporated.
 - b. Firestone Building Products.
 - c. Versico Incorporated.
 - d. Atlas Incorporated.
 - e. Hunter Panels.
 - f. Or approved Equal
 - 2. Thickness: 2.5 inches.
- B. Cellulosic-Fiber Board Insulation: ASTM C 208, Type II, Grade 2, fibrous-felted, rigid insulation boards of wood fiber or other cellulosic-fiber and water-resistant binders, asphalt impregnated, chemically treated for deterioration.
 - 1. Thickness: .5 inches

2.7 INSULATION ACCESSORIES

- A. Fasteners: Factory-coated steel fasteners and metal or plastic plates meeting corrosion-resistance provisions in FM Approvals 4470, designed for fastening roof insulation to substrate and acceptable to roofing manufacturer.
- B. Insulation Cant Strips: ASTM C 208, Type II, Grade 1, cellulosic-fiber insulation board.
- C. Cover Board: ASTM C 208, Type II, Grade 2, cellulosic-fiber insulation board, 1/2 inch thick.

PART 3 - EXECUTION

3.1 SUBSTRATE BOARD INSTALLATION

- A. Install substrate board with long joints in continuous straight lines, perpendicular to roof slopes with end joints staggered between rows. Tightly butt substrate boards together.
 - 1. Fasten substrate board to top flanges of steel deck to resist uplift pressure at corners, perimeter, and field of roof according to built-up roofing manufacturer's written instructions.

3.2 INSULATION INSTALLATION

- A. Comply with built-up roofing manufacturer's written instructions for installing roof insulation.
- B. Insulation Cant Strips: Install and secure preformed 45-degree insulation cant strips at junctures of built-up roofing with vertical surfaces or angle changes greater than 45 degrees.

- C. Install tapered insulation under area of roofing to conform to slopes indicated.
- D. Mechanically Fastened and Adhered Insulation: Install first layer of insulation to deck using mechanical fasteners specifically designed and sized for fastening specified board-type roof insulation to deck type.
 - 1. Fasten first layer of insulation to resist uplift pressure at corners, perimeter, and field of roof.
 - 2. Set each subsequent layer of insulation in a solid mopping of hot roofing asphalt.
- E. Install cover boards over insulation with long joints in continuous straight lines with end joints staggered between rows. Offset joints of insulation below a minimum of 6 inches in each direction. Loosely butt cover boards together and fasten to roof deck.
 - 1. Fasten cover boards to resist uplift pressure at corners, perimeter, and field of roof.

3.3 BUILT-UP ROOFING INSTALLATION

- A. Install roofing membrane according to roofing manufacturer's written instructions and applicable recommendations of ARMA/NRCA's "Quality Control Guidelines for the Application of Built-up Roofing."
- B. Coordinate installation of roofing so insulation and other components of built-up roofing not permanently exposed are not subjected to precipitation or left uncovered at the end of the workday or when rain is forecast.
- C. Substrate-Joint Penetrations: Prevent roofing asphalt and adhesives from penetrating substrate joints, entering building, or damaging built-up roofing components or adjacent building construction.
- D. Install lapped base sheet course, extending sheet over and terminating beyond cants. Attach base sheet as follows:
 - 1. Install in solid moppings of asphalt
- E. Install four ply sheets starting at low point of roofing. Align ply sheets without stretching. Shingle side laps of ply sheets uniformly to achieve required number of plies throughout thickness of roofing membrane. Shingle in direction to shed water. Extend ply sheets over and terminate beyond cants.
 - 1. Embed each ply sheet in a solid mopping of hot roofing asphalt applied at rate required by roofing manufacturer, to form a uniform membrane without ply sheets touching.
- F. Aggregate Surfacing: Promptly after installing roofing membrane, base flashing, and stripping, flood-coat roof surface with 60 lb/100 sq. ft. of hot roofing asphalt. While flood coat is hot and fluid, cast the following average weight of aggregate in a uniform course:
 - 1. Aggregate Weight: 500 lb/100 sq. ft.

3.4 FLASHING AND STRIPPING INSTALLATION

- A. Install base flashing over cant strips and other sloping and vertical surfaces, at roof edges, and at penetrations through roof, and secure to substrates according to built-up roofing manufacturer's written instructions.
- B. Extend base flashing up walls or parapets a minimum of 8 inches above built-up roofing and 4 inches onto field of built-up roofing.
- C. Install modified finish flashing ply at perimeters and penetrations per manufacturers recommendations and details.
- D. Secure tops of flashings at terminations and perimeter of roofing per manufacturers recommendations and details.
- E. Install stripping, according to roofing manufacturer's written instructions, where metal flanges and edgings are set on built-up roofing.
- F. Roof Drains: Set 30-by-30-inch metal flashing in bed of asphalt roofing cement on completed built-up roofing. Cover metal flashing with built-up roofing cap-sheet stripping and extend a minimum of 4 inches beyond edge of metal flashing onto field of built-up roofing. Clamp built-up roofing, metal flashing, and stripping into roof-drain clamping ring.

END OF SECTION

SECTION 07530

THERMOSET (EPDM) MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Thermoset Membrane Roofing.
- B. Membrane Flashings.
- C. Metal Flashings.
- D. Roof Insulation.

1.2 REFERENCES

- A. American Society of Civil Engineers (ASCE) - ASCE 7 - Minimum Design Loads for Buildings and Other Structures, Current Revision.
- B. ASTM International (ASTM):
 - 1. ASTM C 208 - Standard Specification for Cellulosic Fiber Insulating Board.
 - 2. ASTM C 578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
 - 3. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
 - 4. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
 - 5. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
 - 6. ASTM D 624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers.
 - 7. ASTM D 816 - Standard Test Methods for Rubber Cements.
 - 8. ASTM D 4263 - Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
 - 9. ASTM D 4637 - Standard Specification for EPDM Sheet Used In Single-Ply Roof Membrane.
 - 10. ASTM E 96 - Standard Test Methods for Water Vapor Transmission of Materials.
- C. Factory Mutual (FM Global):
 - 1. Approval Guide.
 - a. Factory Mutual Standard 4470 - Approval Standard for Class 1 Roof Covers.
 - b. Loss Prevention Data Sheets 1-28, 1-29
- D. International Code Council (ICC):
 - 1. International Building Code (IBC).
- E. National Roofing Contractors Association (NRCA) - Low Slope Roofing and Waterproofing Manual, Current Edition.
- F. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) -

Architectural Sheet Metal Manual.

- G. Underwriters Laboratories (UL):
 - 1. TGFU R1306 - "Roofing Systems and Materials Guide".
 - 2. UL-790 - Standard Test Method for Fire Tests of Roof Coverings.

1.3 DESIGN CRITERIA

- A. Wind Uplift Performance:
 - 1. Roof system is designed to withstand wind uplift forces as calculated using the current revision of ASCE-7.
- B. Fire Resistance Performance:
 - 1. Roof system will achieve a UL Class A rating when tested in accordance with UL-790.
- C. Drainage: Provide a roof system with positive drainage where all standing water dissipates within 48 hours after precipitation ends.
- D. Building Codes:
 - 1. Roof system will meet the requirements of all federal, state and local code bodies having jurisdiction.

1.4 SUBMITTALS

- A. See Section 01300 Submittals

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of fifteen (15) years experience.
- B. Installer Qualifications:
 - 1. All products listed in this section are to be installed by a single installer with a minimum of five (5) years demonstrated experience in installing products of the same type and scope as specified.
 - 2. Installer must be capable of extending the Manufacturer's No Dollar Limit guarantee.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of hazardous materials, and materials contaminated by hazardous materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

- A. At project closeout, provide to Owner or Owners Representative an executed copy of the specified manufacturer's warranty, outlining its terms, conditions, and exclusions from coverage.

1. Duration: Fifteen (15) years

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Firestone, Carlisle, Versico or approved equal
- B. Requests for substitutions to be sent in writing to Owner's Representative for review.

2.2 SCOPE / APPLICATION

- A. Roof System: Provide a waterproof roof system, capable of withstanding uplift forces as specified in this section.
 1. Membrane Attachment: Fully Adhered.
- B. Base Flashing: Provide a waterproof, fully adhered base flashing system at all penetrations, plane transitions and terminations.
- C. Insulation: Provide a roof insulation system beneath the finish membrane.

2.3 INSULATION

- A. Polyisocyanurate: Rigid board with fiber reinforced facers on both sides, meeting or exceeding the requirements of ASTM C 1289.
 1. Compressive Strength: 20 psi.
 2. Density: 2 lb per cubic foot minimum.

2.4 ETHYLENE, PROPYLENE, DIENE TERPOLYMER (EPDM) MEMBRANE

- A. 60 mil Non-Reinforced Membrane: Cured, non-reinforced EPDM membrane meeting the requirements of ASTM D 4637 Type I.
 1. Color: Black.
 2. Membrane Thickness: 60 mil nominal.
 3. Performance:
 - a. Tensile Strength: 1550 psi minimum.
 - b. Tear Resistance: 200 lbf/in minimum.
 - c. Elongation: 480 percent.

2.5 FLASHING ACCESSORIES

- A. Molded Pipe Seals: Factory applied tape on the deck flange.
- B. Pourable Sealer Pocket: Pre-fabricated Pourable Sealer Pocket consisting of a 2 inch wide plastic support strip with pre-applied, adhesive backed uncured EPDM Flashing.
- C. Inside/Outside Corner: A 7 inch by 9 inch precut 60-mil thick flashing with a 30-mil pre-applied adhesive tape. Available in black only.
- D. Coverstrip: A nominal 40-mil black, semi-cured EPDM membrane laminated to a nominal 30-mil cured, pre-applied adhesive tape for flashing gravel stops, metal edgings and Seam Fastening Plates.
- E. "T" Joint Covers: A factory cut 6 inch by 6 inch uncured 40-mil thick EPDM flashing laminated to a nominal 30-mil pre-applied adhesive tape, used to overlay field splice intersections and to cover field splices at angle changes.

- F. Clean Cured Flashing: A cleaned, cured .060 inch thick non-reinforced (seamless) black EPDM membrane used to flash gravel stops, metal edgings, walls/curbs and Seam Fastening Plates used for additional membrane securement when the use of RTS is not feasible.
- G. White Cured Flashing: A cured .060 inch thick non-reinforced (seamless) white-on-black EPDM membrane used to flash gravel stops, metal edgings, walls/curbs and Seam Fastening Plates used for additional membrane securement when the use of RTS is not feasible.
- H. Uncured EPDM Flashing: Formable 60-mil thick uncured EPDM flashing.
- I. Uncured EPDM Flashing: 60-mil thick uncured EPDM Flashing laminated to a 30-mil pre-applied adhesive tape used in conjunction with primer as an option to Uncured EPDM Flashing.

2.6 CLEANERS, PRIMERS, ADHESIVES AND SEALANTS

- A. Weathered Membrane Cleaner: Clear, solvent-based cleaner used to loosen and remove contaminants from the surface of exposed EPDM membrane prior to the application of Seam Adhesive or Primer.
- B. Seam Adhesive: A high-strength, butyl-based contact cement which is used for splicing adjoining sections of EPDM membrane (cured or uncured).
 - 1. Seam Adhesive: Black seam adhesive
- C. In Seam Sealant: A one-part, gun-consistency sealant applied in adhesive seams between cured EPDM membrane sections.
- D. Lap Sealant: A black, heavy-bodied material (trowel or gun-consistency) used to seal the exposed edges of a membrane splice. A pre-formed Lap Sealant tool is included in each carton of Lap Sealant.
- E. Seam Tape: 3 inch or 6 inch wide by 100 foot long splice tape used for splicing adjoining sections of EPDM membrane. Complies with the South Coast Air Quality Management District Rule 1168.
- F. Peel & Stick White Seam Tape: A 3 inch wide by 100 foot long, cream colored splice tape used with White Systems. Complies with the South Coast Air Quality Management District Rule 1168.
- G. Primer: A solvent-based primer used to prepare the surface of EPDM membrane for application of Seam Tape.
- H. Low VOC Primer: A low VOC (volatile organic compound) primer (less than 250 grams/liter) for use with Seam Tape. Complies with the South Coast Air Quality Management District Rule 1168.
- I. Substrate Adhesive: A high-strength, yellow colored, synthetic rubber adhesive used for bonding EPDM membranes to various surfaces.
- J. Adhesive: A spray or extruded applied, two-component, polyurethane, low-rise expanding foam adhesive used to securely bond Insulation to a variety of substrates.
- K. Adhesive: A two-component, polyurethane construction grade, low-rise expanding adhesive used to securely bond Insulation to a variety of substrates. The adhesive is extrusion applied 4", 6" or 12" on center (depending on project conditions) using a

portable applicator.

- L. A spray applied, two-component, polyurethane construction grade, low-rise expanding adhesive used to securely bond Insulation to a variety of substrates.
- M. Bonding Adhesive: a semi pressure-sensitive water based adhesive
- N. Water Cut-Off Mastic: A one-component, low viscosity, self wetting, Butyl blend mastic used as a compression sealing agent between EPDM membranes or uncured flashing and applicable substrates.
- O. Pourable Sealer: A black, two-component, solvent-free, polyurethane based product used for tie-ins and as a sealant around hard-to-flash membrane penetrating objects such as clusters of pipes and for a daily seal when the completion of flashings and terminations cannot be completed by the end of each work day.
- P. One-Part Pourable Sealer: A black, one-component, moisture curing, elastomeric polyether sealant used for attaching lightning rod bases and ground cable clips to the membrane surface and as a sealant around hard-to-flash penetrations such as clusters of pipes.
- Q. Universal Single-Ply Sealant: A 100 percent solids, solvent free, one-part, polyether sealant that provides a weather tight sealant to a variety of building substrates; used as a termination bar sealant. Available in white only.

2.7 FASTENING COMPONENTS

- A. RTS (Reinforced Termination Strip): A 6 or 9 inch wide, 100 foot long, strip of reinforced EPDM membrane.
 - 1. 6" wide standard RTS: used horizontally or vertically at the base of walls, curbs, etc., in conjunction with 2 inch diameter Fastening Plates below the EPDM deck membrane for additional membrane securement (Polymer Seam Plates are required for Mechanically Attached Roofing Systems over steel decks). 6 inch wide standard RTS is also utilized for perimeter membrane securement on Mechanically Attached Roofing Systems.
 - 2. 9" wide standard RTS: utilized in conjunction with gravel stops and metal edgings to allow continuation of cured EPDM deck membrane as flashing. 9 inch wide RTS is utilized for perimeter membrane securement on Mechanically Attached Roofing Systems.
- B. Reinforced Termination Strip: 6 or 9 inch wide, nominal 45-mil thick clean, cured, reinforced EPDM black membrane with 3 inch wide pre-applied adhesive tape laminated along one edge for the 6 inch wide RTS and along both edges for the 9 inch wide RTS. 9 inch wide RTS is utilized for perimeter membrane securement on Mechanically Attached Roofing Systems.
 - 1. 6" RTS: 6 inch wide, 100 foot long, strip of (black) reinforced EPDM membrane for additional membrane securement on Adhered, Ballasted, and Mechanically Attached Roofing Systems.
 - 2. 9" RUSS: 9 inch wide 100 foot long (30.5 M), strip of reinforced EPDM membrane utilized for perimeter membrane securement on Mechanically Attached Roofing Systems.
- C. White Peel & Stick RTS: A 6 inch wide, nominal .045 inch thick reinforced TPO membrane with 3 inch wide pre-applied adhesive tape laminated along one edge. Used for perimeter membrane securement on White Adhered Roofing Systems.
- D. Polymer Seam Plate: 2 inch diameter plastic barbed fastening plate used for

membrane and RTS securement for Mechanically Attached Roofing Systems over steel roof decks.

- E. Seam Fastening Plate: 2 inch diameter metal fastening plate used for membrane and RTS attachment on Mechanically Attached Roofing Systems over wood or structural concrete decks. Seam Fastening Plates are also used in conjunction with RTS or EPDM membrane for additional membrane securement on Adhered or Ballasted Roofing Systems. This plate may be used for insulation attachment on Mechanically Attached Roofing Systems.
- F. Insulation Fastening Plate: Nominal 3 inch diameter FM approved metal plate used for insulation attachment.
- G. Fastening Bar: 1 inch by .040 inch by 10 foot long galvalume-coated steel fastening bar used for membrane securement on Mechanically Attached Roofing Systems.
- H. Fasteners:
 - 1. Fastener: A threaded, black epoxy electro-deposition coated fastener for use with steel, wood plank, minimum 15/32 inch thick plywood or minimum 7/16" thick oriented strand board (Adhered Roofing Systems only).
 - 2. Insulation Fasteners: A threaded, #12 fastener with #3 Phillips head fastener used with 3 inch diameter Insulation Plates. For insulation attachment into steel or wood decks.
 - 3. Fasteners: #12 Standard Fastener and pre-assembled 3 inch diameter Plastic Insulation Plate used for insulation attachment on Adhered and Mechanically Attached Roofing Systems.
 - 4. Fasteners: A nominal .033 inch diameter fastener with a #3 Phillips head used for membrane securement on Mechanically Attached Roofing Systems in conjunction with fastening Bars.
 - 5. Concrete Fastener: A hammer-driven, non-threaded, black epoxy electro-deposition coated fastener for use with structural concrete decks rated 3,000 psi or greater.
 - 6. Concrete Fastener: A #14 threaded fastener used for minimum 3,000 psi concrete decks.
 - 7. Fastener: A non-penetrating, plastic fastener and plate used for cementitious wood fiber and gypsum decks.
 - 8. Gyp Fastener: An oversized diameter metal fastener and associated 3 inch diameter Gyp-Deck metal plate for use on Adhered Roofing Systems to attach insulation to dense gypsum decks.
 - 9. Fasteners: A heavy-duty #15 threaded fastener with a Phillips head used for adhered assemblies where increased pullout resistance is necessary for steel and wood decks.
 - 10. Fasteners: An oversized diameter #21 steel threaded fastener used with plates for membrane securement on Mechanically Attached Roofing Systems.
 - 11. Purlin Fastener: Hex-head, threaded, self-drilling, non-threaded, black epoxy electro-deposition coated fastener used for membrane/RTS securement into structural purlins.
 - 12. Term Bar Nail-In: A 1 1/4 inch long expansion anchor with threaded drive pin used for fastening termination bar or seam fastening plates to concrete, brick or block walls.
 - 13. Dual Prong Fasteners: A factory pre-assembled, 1.8 inch long fastener consisting of a precision tube formed from galvanized (G-90) coated steel, a 2.7 inch disk formed from Galvalume (AX-55) coated steel and a locking staple of high tensile steel wire used to secure base sheets to fibrous cement, lightweight concrete and gypsum providing 70 pounds of pullout resistance is achieved.

14. Metal Cap Fasteners: 1 inch diameter Metal Caps are manufactured from corrosion resistant Galvalume and are used in conjunction with a standard ring shank nail to attach base sheets to wood plank, plywood or OSB decks; for use on projects limited in height (30 to 40 feet) depending on base sheet used.

2.8 EDGINGS AND TERMINATIONS

- A. A snap-on edge system consisting of a 24 gauge galvanized metal water dam.
- B. Fascia: A metal anchor bar fascia system consisting of a formed quarter hard 0.050 inch aluminum retainer bar, corrosion resistant fasteners and a 0.040 inch aluminum or 24 gauge steel snap-on fascia cover.
- C. Trim: An anchor bar roof edge fascia system consisting of 0.100 inch thick extruded aluminum bar, corrosion resistant stainless steel fasteners and snap-on fascia cover.
- D. Drip Edge: A 22 gauge pre-punched 90-degree angle cleat and 12 foot long fascia sections. Kynar 500 or aluminum finish.
- E. Coping: An anchor cleat with pre-slotted holes, a concealed joint cover, and 10 or 12 foot sections of coping cap. Kynar 500 finish.
- F. Ballast Retaining Bar: A ballast retaining perimeter securement system comprised of a slotted extruded aluminum retention bar with integrated compression fastening strip.
- G. Termination Bar: 1 inch wide, .098 inch thick extruded aluminum bar pre-punched 6 inches on center with sealant ledge to support Lap Sealant.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Owner's Representative of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Do not commence work until all other work trades have completed jobs that require them to traverse the deck on foot or with equipment.
- D. A vapor retarder / temporary roof may be applied to protect the inside of the structure prior to the roof system installation.

3.3 SUBSTRATE PREPARATION

- A. Steel Deck:
 1. Metal decks shall be a minimum uncoated thickness of 22 gauge and have a G-90 galvanized finish on all panels.

2. Decks must comply with the gauge and span requirements in the current Factory Mutual Approval Guide and be installed in accordance with Loss Prevention Data Sheet 1-28 or specific FM approval.
3. Remove any surface corrosion and repair severely corroded areas. Properly fasten loose or inadequately secured decking.

3.4 INSULATION - SYSTEM DESIGN

- A. Base Layer:
 1. Type: Polyisocyanurate.
 2. Thickness: 1.5 inches.
 3. Attachment Method: Mechanically Fastened
- B. Top Layer:
 1. Type: Polyisocyanurate.
 2. Thickness: 1.5 inches.
 3. Attachment Method: Mechanically Fastened.

3.5 INSULATION PLACEMENT

- A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints both horizontally and vertically if multiple layers are provided.
- B. Secure insulation to the substrate with the required mechanical fasteners in accordance with the manufacturer's current application guidelines.
- C. Do not install wet, damaged or warped insulation boards.
- D. Stagger joints in one direction unless joints are to be taped. Install insulation boards snug. Gaps between board joints shall not exceed 1/4 inch. Fill all gaps in excess of 1/4 inch with same insulation material.
- E. Wood nailers must be at least 3 1/2 inches wide or 1 inch wider than adjacent metal flange. Thickness must equal that of insulation but not less than 1 inch thickness.
- F. Miter and fill the edges of the insulation boards at ridges, valleys and other changes in plane to prevent open joints or irregular surfaces. Avoid breaking or crushing of the insulation at the corners.
- G. Do not install any more insulation than will be completely waterproofed each day.

3.6 INSULATION ATTACHMENT

- A. Securely attach insulation to the roof deck for Adhered or Mechanically Attached Roofing Systems. Attachment must have been successfully tested to meet or exceed the calculated uplift pressure required by the International Building Code (ASCE-7) or ANSI/SPRI WD-1.
- B. Enhance the perimeter and corner areas in accordance with FM Loss Prevention Data Sheet 1-29.

3.7 MEMBRANE PLACEMENT AND ATTACHMENT (Fully Adhered)

- A. Unroll and position membrane without stretching. Allow the membrane to relax for approximately 1/2 hour before bonding. Fold the sheet back onto itself so half the underside of the membrane is exposed.

- B. Apply the Bonding Adhesive in accordance with the manufacturer's published instructions, to both the underside of the membrane and the substrate. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
- C. Roll the coated membrane into the coated substrate while avoiding wrinkles. Brush down the bonded half of the membrane sheet with a soft bristle push broom to achieve maximum contact.
- D. Fold back the unbonded half of the membrane sheet and repeat the bonding procedure.
- E. Install adjoining membrane sheets in the same manner, overlapping edges appropriately to provide for the minimum splice width. It is recommended that all splices be shingled to avoid bucking of water.

3.8 MEMBRANE SPLICING (Tape Splice)

- A. Overlap adjacent sheets and mark a line 1/2 inch out from the top sheet.
- B. Fold the top sheet back and clean the dry splice area a minimum of 3 inches on both membrane sheets.
- C. Apply Primer to the mating surfaces with a scrub pad, at a rate of approximately 450 square feet per gallon for a 3 inch wide seam, and allow to dry.
- D. Apply 3 inch wide Seam Tape to bottom sheet with the edge of the release film along the marked line. Press tape onto the sheet using hand pressure. Overlap tape roll ends a minimum of 1 inch.
- E. Remove the release film and press the top sheet onto the tape using hand pressure.
- F. Roll the seam toward the splice edge with a 2 inch wide steel roller.
- G. Install "T" Joint Cover, a 6 inch wide section of flashing over all field splice intersections.
- H. The use of Lap Sealant with tape splices is optional except at tape overlaps and cut edges of reinforced membrane where Lap Sealant is required.

3.9 FLASHING

- A. Wall and curb flashing shall be cured EPDM membrane. Continue the deck membrane as wall flashing where practicable.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

3.10 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified on Drawings.
- B. Adhere walkway pads to the EPDM membrane in accordance with the manufacturer's current application guidelines.

3.11 DAILY SEALS

- A. On phased roofing, when the completion of flashings and terminations is not

achieved by the end of the work day, a daily seal must be performed to temporarily close the membrane to prevent water infiltration.

- B. Use Pourable Sealer or other acceptable membrane seal in accordance with the manufacturer's requirements.

3.12 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

3.13 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 07545

THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Thermoplastic Polyolefin Membrane Roofing.
- B. Membrane Flashings.
- C. Metal Flashings.
- D. Roof Insulation.

1.2 REFERENCES

- A. American Society of Civil Engineers (ASCE) - ASCE 7 - Minimum Design Loads for Buildings and Other Structures, Current Revision.
- B. ASTM International (ASTM):
 - 1. ASTM C 208 - Standard Specification for Cellulosic Fiber Insulating Board.
 - 2. ASTM C 578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
 - 3. ASTM C 1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
 - 4. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Dampproofing, and Waterproofing.
 - 5. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
 - 6. ASTM D 312 - Standard Specification for Asphalt Used in Roofing.
 - 7. ASTM D 412 - Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension.
 - 8. ASTM D 1079 - Standard Terminology Relating to Roofing, Waterproofing, and Bituminous Materials.
 - 9. ASTM D 2178 - Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
 - 10. ASTM D 4263 - Standard Test Method for Indicating Moisture in Concrete by the Plastic Sheet Method.
 - 11. ASTM D 4491 - Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
 - 12. ASTM D 4869 - Standard Specification for Asphalt-Saturated Organic Felt Underlayment Used in Steep Slope Roofing.
 - 13. ASTM D 6878 - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing.
 - 14. ASTM E 96 - Standard Test Methods for Water Vapor Transmission of Materials.
- C. Factory Mutual (FM Global):
 - 1. Approval Guide.
 - a. Factory Mutual Standard 4470 - Approval Standard for Class 1 Roof Covers.
 - b. Loss Prevention Data Sheets 1-28, 1-29

- D. International Code Council (ICC)
 - 1. International Building Code (IBC).
- E. National Roofing Contractors Association (NRCA) - Low Slope Roofing and Waterproofing Manual, Current Edition.
- F. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- G. Underwriters Laboratories (UL):
 - 1. TGFU R1306 - "Roofing Systems and Materials Guide".
 - 2. UL-790 - Standard Test Method for Fire Tests of Roof Coverings.

1.3 DESIGN CRITERIA

- A. Wind Uplift Performance:
 - 1. Roof system is designed to withstand wind uplift forces as calculated using the current revision of ASCE-7.
- B. Fire Resistance Performance:
 - 1. Roof system will achieve a UL Class A rating when tested in accordance with UL-790.
- C. Drainage: Provide a roof system with positive drainage where all standing water dissipates within 48 hours after precipitation ends.
- D. Building Codes:
 - 1. Roof system will meet the requirements of all federal, state and local code bodies having jurisdiction.

1.4 SUBMITTALS

- A. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- B. Detail Drawings:
 - 1. Submit approved plan, section, elevation or isometric drawings which detail the appropriate methods for all flashing conditions found on the project.
- C. Selection Samples: For each finished product specified, two complete sets of chips representing manufacturer's full range of available colors, membranes, and thicknesses.
- D. Verification Samples: For each finish product specified, two samples, minimum size 4 inches square representing actual product, color, and patterns.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: All primary products specified in this section will be supplied by a single manufacturer with a minimum of fifteen (15) years experience.
- B. Installer Qualifications:
 - 1. All products listed in this section are to be installed by a single installer with a minimum of five (5) years demonstrated experience in installing products of the same type and scope as specified.
 - 2. Installer must be capable of extending the Manufacturer's Labor and Materials

3. guarantee.
Installer must be capable of extending the Manufacturer's No Dollar Limit guarantee.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of hazardous materials, and materials contaminated by hazardous materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

- A. At project closeout, provide to Owner or Owners Representative an executed copy of the specified manufacturer's warranty, outlining its terms, conditions, and exclusions from coverage.
 1. Duration: 15 Years.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Firestone, Carlisle, Versico or approved equal
- B. Requests for substitutions to be sent in writing to Owner's Representative for review.

2.2 SCOPE / APPLICATION

- A. Roof System: Provide a waterproof roof system, capable of withstanding uplift forces as specified in this section.
 1. Membrane Attachment: Fully Adhered.
- B. Base Flashing: Provide a waterproof, fully adhered base flashing system at all penetrations, plane transitions and terminations.
- C. Insulation: Provide a roof insulation system beneath the finish membrane.

2.3 INSULATION

- A. Polyisocyanurate: Rigid board with fiber reinforced facers on both sides, meeting or exceeding the requirements of ASTM C 1289.
 1. Compressive Strength: 20 psi (138 kPa).
 2. Density: 2 lb per cubic foot (24 kg/cu m) minimum.

2.4 THERMOPLASTIC POLYOLEFIN (TPO) MEMBRANE

- A. TPO Membrane:
 1. Color: White.
 2. Membrane Thickness: 60 mil nominal.
 - a. Thickness over Scrim: 0.0120 inches (0.508mm).
 - b. Breaking Strength (ASTM D 751): 250 lbf/in (1.1 kN/m) minimum.

- c. Tear Resistance (ASTM D 751): 55 lbf/in (245 N/m) minimum.
- d. Elongation (ASTM D 751): 25 percent.

2.5 FLASHING ACCESSORIES

- A. Inside Corners: Pre-molded corner flashing for inside corners. 60 mil thickness. Color to match membrane.
- B. Outside Corners: Pre-molded corner flashing for outside corners. 60 mil thickness. Color to match membrane.
- C. TPO Curb Wrap Corners: Pre-fabricated corner flashings made from 45 mil thick reinforced TPO membrane. 6 inch wide base flange and a 12 inch overall height. Sizes available to fit curbs up to 6 foot by 6 foot in size. Color to match membrane.
- D. TPO T-Joint Covers: 60 mil thick non-reinforced TPO flashing cut into a 4.5 inch diameter circle used to seal step-offs at splice intersections. Color to match membrane.
- E. Pipe Flashings: A pre-molded flashing and clamping ring used for pipe penetrations. Available for 1 inch to 6 inch diameter pipes.
- F. Split Pipe Seals: Pre-fabricated flashing consisting of 45 mil thick reinforced TPO Membrane for pipes 1 inch to 6 inch in diameter. Split (cut) and overlapped tabs are incorporated to allow the pipe seal to be opened and wrapped around the pipe when it is not possible to pull a standard pipe flashing over a round penetration.
- G. TPO Square Tubing Wraps: Fabricated flashings made of 45 mil thick reinforced TPO membrane for square tubing. A split (cut) and overlap tab are incorporated into these parts to allow the seals to be opened and wrapped around a square penetration. Available for 3 inch, 4 inch, 5 inch and 6 inch diameter square tubing.
- H. Molded TPO Sealant Pockets:
 - 1. Pre-fabricated, interlocking, 2-piece, injection molded, flexible pocket with a rigid polypropylene vertical wall and pre-formed deck flanges. Color - White
 - 2. Used with Thermoplastic One-Part Pourable Sealer as specified in this section for waterproofing pipe clusters or other odd shaped penetrations. Forms a 7 1/2 inch by 6 inch oval when completed. Color - White.
- I. Pre-Fabricated Sealant Pockets: A two-piece, pre-fabricated sealant pocket that utilizes reinforced TPO membrane and coated metal to form a rigid, oversized sealant pocket with a weldable horizontal deck flange. Color - White.
 - 1. 12 inch - Total volume of 1.87 gallons.
 - 2. 16 inch - Total volume of 2.77 gallons.
 - 3. 20 inch - Total volume of 3.81 gallons.
- J. Sealant Pocket Extension Legs: Designed for use with the TPO Molded Sealant Pocket and the Pre-Fabricated Sealant Pocket to extend the length in increments of 10 inches. Fabricated from 45 mil thick reinforced TPO membrane and TPO coated metal. Can be used full length, cut to size for customized lengths or welded to each other for extra long applications. Color - White.
- K. Pressure-Sensitive (PS) Cover Strip: A nominal 6 inch by 40 mil thick non-reinforced TPO membrane laminated to nominal 35 mil thick cured synthetic rubber pressure-sensitive adhesive used in conjunction with TPO Primer to strip in flat metal flanges (i.e., drip edges or rows of fasteners and plates). Color to match membrane.
- L. TPO Pressure-Sensitive (PS) RUSS: A nominal 6 inch and 10 inch wide, 45 mil thick

reinforced TPO membrane with nominal 3 inch wide 35mil thick cured synthetic rubber pressure-sensitive adhesive laminated along one end on 6 inch width and both ends on 10 inch width.

- M. TPO Non-Reinforced Flashing: Non-reinforced thermoplastic polyolefin based membrane used for field fabricated pipe flashings, sealant pockets and scuppers when the use of a pre-molded accessory is not feasible.
- N. Heat Weldable Walkway Rolls: Recycled TPO Membrane offering superior tear, puncture and weather resistance and designed to protect TPO membrane in those areas exposed to repetitive foot traffic or other hazards. Walkway material may be heat welded to TPO membrane using an automated heat welder or hand held heat welder. Walkway Rolls are 34 inches wide by 50 feet long and are nominal 120 mils thick. Color - White.

2.6 CLEANERS, PRIMERS, ADHESIVES AND SEALANTS

- A. Bonding Adhesive: Solvent-based contact adhesive that allows bonding of TPO membrane to various porous and non-porous substrates.
 - 1. Base: Synthetic Rubber.
 - 2. Color: Yellow.
 - 3. Solids: 20.0 percent.
 - 4. VOC: 670 grams/liter.
- B. Low VOC Bonding Adhesive: High strength, solvent-based contact adhesive that allows bonding of TPO membrane to various porous and non-porous substrates. It is specially formulated using a blend of VOC exempt and non-exempt solvents to be in compliance with the state of California Clean Air Act of 1988 (updated in 1997) and is further regulated by California's Air Quality Control Districts listing VOC grams per liter limitations.
 - 1. Base: Synthetic Rubber.
 - 2. Color: Yellow.
 - 3. Solids: 20.3 percent.
 - 4. VOC: 250 grams/liter.
- C. Cut Edge Sealant: A medium solids contact, free flowing polymeric material designed for sealing cut edges (exposed fabric) of TPO reinforced membrane.
- D. Water Cut-Off Mastic: A one-component, low viscosity, self wetting, Butyl blend mastic used as a compression sealing agent between membrane and applicable substrates.
- E. TPO Primer: Solvent-based product designed for priming TPO surfaces prior to the application of pressure-sensitive products.
- F. Universal Single-Ply Sealant: A 100 percent solids, solvent free, one-part polyether sealant that is used as a termination bar sealant. Available in white only.
- G. Thermoplastic One-Part Sealant: Single component, moisture curing, elastomeric polyether sealant that is compatible with Thermoplastic membranes. Provides a flexible, durable and long lasting seal around hard-to-flash penetrations in Thermoplastic Roofing Systems.
- H. Membrane Cleaner: Clear, solvent-based cleaner used to loosen and remove contaminants from the surface of exposed membrane.

2.7 FASTENERS

- A. Fasteners: Heavy-duty #15 threaded fastener with a Phillips head used with seam plates (Mechanically Attached System) and where increased pullout resistance is necessary for steel and wood decks (Fully Adhered System)
- B. Fasteners: An oversized #21 steel threaded fastener used in conjunction with Plates for membrane securement on Mechanically Attached Roofing Systems.
- C. Fastener: Threaded, coated fastener for use with steel, wood plank, minimum 15/32" thick plywood, or minimum 7/16" thick oriented strand board (OSB).
- D. Pre-Assembled Fasteners: A #3 Phillips head fastener and pre-assembled 3 inch diameter Plastic Insulation Plate used for insulation attachment only into steel or wood decks.
- E. Fasteners: Threaded, Phillips head fastener used with 3 inch diameter Insulation Plates. For insulation attachment only into steel or wood decks.
- F. Concrete Fastener: A hammer-driven, non-threaded coated fastener for use with structural concrete decks rated 3,000 psi or greater.
- G. Concrete Fastener: A #14 threaded fastener used for minimum 3,000 psi concrete decks.
- H. Fastener: A non-penetrating, plastic fastener and plate for cementitious wood fiber and gypsum.
- I. Gyp Deck Fastener: An oversized diameter metal fastener and associated 3 inch diameter gyp deck metal plate for use on Adhered Roofing Systems to attach insulation to dense gypsum decks.
- J. Term Bar Nail-In: A 1 1/4 inch long expansion anchor with threaded drive pin used for fastening termination bar or seam fastening plates to concrete, brick or block walls.
- K. Plates: A 2-3/8 inch diameter metal barbed fastening plate used with fasteners for membrane securement. This plate can be used for insulation securement.
- L. Plates: A 2-3/8 inch diameter metal barbed fastening plate with an oversized hole for use with fasteners for membrane or insulation securement.
- M. Insulation Fastening Plates: a nominal 3 inch diameter plastic or metal plate used for insulation attachment.
- N. Base Sheet Fasteners And Plates:
 - 1. Dual-Prong Fastener - A factory pre-assembled, 1.8 inch long fastener consisting of a precision tube formed from galvanized (G-90) coated steel, a 2.7 inch diameter disk formed from Galvalume (AX-55) coated steel and a locking staple of high tensile steel wire used to secure base sheets to fibrous cement, lightweight concrete and gypsum providing 70 lbs. of pullout resistance is achieved (40 lbs. Min.).
 - 2. Metal Cap: For use on projects limited in height 30 feet or 40 feet depending on base sheet used, 1 inch metal cap in conjunction with a ring shank nail may be use to attach base sheets to wood plank, plywood or OSB decks per manufacturers approved fastening pattern.
 - 3. Base Sheet fasteners and plates by others must be FM approved and the respective manufacturers' published recommendations for proper installation must be followed.

2.8 EDGINGS AND TERMINATIONS

- A. Anchor bar roof edge fascia system consisting of 0.100 inch thick extruded aluminum bar, corrosion resistant stainless steel fasteners and snap-on fascia cover.
- B. 24 gauge galvanized metal water dam.
- C. Fascia: A metal anchor bar fascia system consisting of a formed quarter hard 0.050 inch aluminum retainer bar, corrosion resistant fasteners and a 0.040 inch aluminum or 24 gauge steel snap-on fascia cover.
- D. Drip Edge: 22 gauge pre-punched 90-degree angle cleat and fascia sections. Kynar 500 or mill aluminum finish.
- E. TPO Coated Metal: 24 gauge, galvanized steel sheet coated with a layer of non-reinforced TPO laminate. Used to fabricate metal drip edges or other roof perimeter edging profiles. TPO Membrane may be heat welded directly to the coated metal. Sheet sizes 4 feet by 10 feet. Color to match membrane.
- F. Coping: Anchor cleat with pre-slotted holes, a concealed joint cover, and sections of coping cap. Kynar 500 or anodized aluminum finish.
- G. Termination Bar: 1 inch wide, 98-mil thick extruded aluminum bar pre-punched 6 inches on center with sealant ledge.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Owners Representative of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Do not commence Work until all other work trades have completed jobs that require them to traverse the deck on foot or with equipment.
- D. A vapor retarder / temporary roof may be applied to protect the inside of the structure prior to the roof system installation.

3.3 SUBSTRATE PREPARATION

- A. Steel Deck:
 - 1. Metal decks shall be a minimum uncoated thickness of 22 gauge and have a G-90 galvanized finish on all panels.
 - 2. Decks must comply with the gauge and span requirements in the current Factory Mutual Approval Guide and be installed in accordance with Loss Prevention Data Sheet 1-28 or specific FM approval.
 - 3. Remove any surface corrosion and repair severely corroded areas. Properly fasten loose or inadequately secured decking.

3.4 INSULATION - SYSTEM DESIGN

- A. Base Layer:
 - 1. Type: Polyisocyanurate.
 - 2. Thickness: 1.5 inches.
 - 3. Attachment Method: Mechanically Fastened.
- B. Top Layer:
 - 1. Type: Polyisocyanurate.
 - 2. Thickness: 1.5 inches.
 - 3. Attachment Method: Mechanically Fastened.

3.5 INSULATION PLACEMENT

- A. Install insulation or membrane underlayment over the substrate with boards butted tightly together with no joints or gaps greater than 1/4 inch. Stagger joints both horizontally and vertically if multiple layers are provided.
- B. Secure insulation to the substrate with the required mechanical fasteners or insulation adhesive in accordance with the manufacturer's current application guidelines.
- C. Do not install wet, damaged or warped insulation boards.
- D. Stagger joints in one direction unless joints are to be taped. Install insulation boards snug. Gaps between board joints shall not exceed 1/4 inch. Fill all gaps in excess of 1/4 inch with same insulation material.
- E. Wood nailers must be at least 3 1/2 inches wide or 1 inch wider than adjacent metal flange. Thickness must equal that of insulation but not less than 1 inch thickness.
- F. Miter and fill the edges of the insulation boards at ridges, valleys and other changes in plane to prevent open joints or irregular surfaces. Avoid breaking or crushing of the insulation at the corners.
- G. Do not install any more insulation than will be completely waterproofed each day.

3.6 INSULATION ATTACHMENT

- A. Securely attach insulation to the roof deck. For Fully Adhered or Mechanically Attached Roofing Systems. Attachment must have been successfully tested to meet or exceed the calculated uplift pressure required by the International Building Codes (ASCE-7) or ANSI/SPRI WD-1
- B. Enhance the perimeter and corner areas in accordance with the International Building Code (ASCE-7) or ANSI/SPRI WD-1.

3.7 MEMBRANE PLACEMENT AND ATTACHMENT (Fully Adhered)

- A. Position TPO membrane over the acceptable substrate. Fold membrane sheet back lengthwise so half the underside of the membrane is exposed.
- B. Apply TPO bonding adhesive in accordance with the manufacturer's published instructions, to the exposed underside of the membrane and the corresponding substrate area. Do not apply bonding adhesive along the splice edge of the membrane to be hot air welded over the adjoining sheet. Allow the adhesive to dry until it is tacky but will not string or stick to a dry finger touch.
 - 1. Roll the coated membrane into the coated substrate while avoiding wrinkles.

Brush down the bonded section of the membrane sheet immediately after rolling the membrane into the adhesive with a soft bristle push broom to achieve maximum contact.

2. Fold back the unbonded half of the sheet lengthwise and repeat the bonding procedures.
- C. Position adjoining sheets to allow a minimum overlap of 2 inches.
- D. Hot-air weld the TPO membrane sheets using the Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's hot air welding procedures.
- E. Continue to install adjoining membrane sheets in the same manner, overlapping edges a minimum of 2 inches and complete the bonding procedures as stated previously.

3.8 SEAM WELDING

- A. Hot-air weld membrane using an Automatic Hot Air Welding Machine or Hot Air Hand Welder in accordance with the manufacturer's current guidelines. At all splice intersections, roll the seam with a silicone roller to ensure a continuous hot air welded seam.
- B. Overlay all splice intersections with T-Joint Covers.
- C. Probe all seams once the hot air welds have thoroughly cooled (approximately 30 minutes).
- D. Repair all seam deficiencies the same day they are discovered.
- E. Apply Cut Edge Sealant on all cut edges of reinforced membrane (where the scrim reinforcement is exposed) after seam probing is complete. Cut Edge Sealant is not required on vertical splices.

3.9 FLASHING

- A. Flashing of parapets, curbs, expansion joints and other parts of the roof must be performed using TPO reinforced membrane or prefabricated accessories. TPO non-reinforced membrane may be used for flashing pipe penetrations, Sealant Pockets, and scuppers, as well as inside and outside corners, when the use of pre-molded or prefabricated accessories is not feasible.
- B. Follow manufacturer's typical flashing procedures for all wall, curb, and penetration flashing including metal edging/coping and roof drain applications.

3.10 WALKWAYS

- A. Install walkways at all traffic concentration points (such as roof hatches, access doors, rooftop ladders, etc.) and all locations as identified on the Drawings.
- B. Hot-air weld walkway pads to the membrane in accordance with the manufacturer's current application guidelines.

3.11 DAILY SEALS

- A. On phased roofing, when the completion of flashings and terminations is not achieved by the end of the work day, a daily seal must be performed to temporarily

close the membrane to prevent water infiltration.

- B. Complete an acceptable membrane seal in accordance with the manufacturer's requirements.

3.12 CLEAN UP

- A. Perform daily clean-up to collect all wrappings, empty containers, paper, and other debris from the project site. Upon completion, all debris must be disposed of in a legally acceptable manner.
- B. Prior to the manufacturer's inspection for warranty, the applicator must perform a pre-inspection to review all work and to verify all flashing has been completed as well as the application of all caulking.

3.13 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

Section 01300

SUBMITTALS

PART I GENERAL

1.1 SUMMARY

- A. This Section generally includes administrative and procedural requirements for submittals required for performance of the work, including:

1. Shop Drawings;
2. Product Data; and
3. Samples.

1.2 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate transmittal of submittals for related elements of work to ensure there be no delay in processing due to the need to review submittals concurrently for coordination. All submittal packages are to be sent directly to Owner and Owner's Representative.

1. Owner reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
2. Allow 2 business days turnaround for each submittal, from time of receipt at the Owners office. Complex submittals or several submittals within a short time frame will require a longer turn around time. Provide a "Priority List" when submitting several submittals to the Owner. Allow additional time to permit coordination with subsequent submittals. If there is a delay in the submittal process due to coordination, the Owner's Representative will advise the Contractor.
3. Submittal packages are to be submitted by _____ to both Owner and Owners Representative for review. Submittal packages must be stamped as received with date and time by Owner and Owner's Representative.

- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Name the entity that prepared each submittal on the label or title block.

1. Include the following information on the label for processing and recording action taken:
 - a. Project name and date;
 - b. Name and address of Owner;
 - c. Name and address of Contractor;
 - d. Name and address of supplier and name of manufacturer;
 - e. Number and title of appropriate specification section; and
 - f. Drawing number and detail references, as appropriate.

- C. Submittal Transmittal: Package each submittal appropriately in manageable quantities and

transmit to Owner and Owner's Representative only after thorough review for completeness and accuracy has been made. Submittals received from sources other than qualified, bidding Contractor will be returned without action.

1. Clearly call out relevant information, deviations, and requests for data, including minor variations from the Contract Documents on both transmittal and all submittal copies.
2. Shop drawings, product data, samples, and mock-up as required for submission are to be submitted to the Owner and Owner's Representative for review/approval. The following addresses the Owner's minimum requirements:
 - a. Shop Drawings: One reproducible, five prints
 - b. Product data: Seven copies
 - c. Samples: Three samples
 - d. Mock-ups: As required by Owners Representative
 - e. Demonstrations: As required to facilitate installation and inspection
4. Material and Color Submittal: Submit samples of actual colors and materials.
5. Number submittals as follows: Numerical Order, Spec Section, Revision Letter.
6. In the event of the need to "revise and resubmit" a submittal, resubmit same in acceptable form/content, clearly identifying deviations from previous submittal content.

1.3 SHOP DRAWINGS

- A. General: Submit drawings drawn to accurate scale. Do not reproduce Contract Documents or copy standard information for use as Shop Drawings. Standard information prepared without specific references to the project will not be accepted as a Shop Drawing.
- B. Drawings Include: fabrication and installation detail drawings. Include the following information:
 1. Dimensions;
 2. Identification of products and materials included;
 3. Compliance with specified standards;
 4. Notation of coordination requirements;
 5. Notation of dimensions established by field measurements;
 6. Any deviation from contract drawings or specifications; and
 7. Date when review has to be finalized to meet schedule.
- C. Sheet Size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 11" x 17", but no larger than 36" x 48".
- D. Coordination of Shop Drawings.
 1. Contractors shall prepare and submit coordinated shop drawings. Required drawings shall include but not be limited to the following:

- a. Contractor shall prepare drawings indicating cross section of roof system, flashing of roof penetrations, insulation type and attachment method, perimeter flashing installations, edge metal details and accessories, and other items to be installed as detailed in Contract Documents.
2. Owner's Representative will call meetings with its Contractors to resolve any apparent conflicts on the Shop Drawings.
3. When the Shop Drawings have been coordinated to the satisfaction of Owner's Representative and each Contractor, Owner and each Contractor will sign and date a certification indicating that: (1) all related conditions have been checked; (2) no apparent conflicts exist; (3) the requirements of the Contract Documents have been complied with; (4) and all elements of a complete installation are included.

1.4 PRODUCT DATA

- A. General: Product data includes; manufacturer's printed installation instructions, catalog cuts, standard color charts, data sheets, MSDS sheets and sample warranties.

Where product data must be specially prepared because standard printed data is not suitable, submit as Shop Drawings.

- B. Requirements: Mark each copy to show applicable choices and options, and indicate the applicable information on selected products. Include the following information:
 1. Manufacturer's printed recommendations;
 2. Compliance with recognized trade association standards;
 3. Compliance with recognized testing agency standards;
 4. Application of testing agency labels and seals;
 5. Notation of dimensions verified by field measurement;
 6. Notation of coordination requirements; and
 7. Any deviation from Contract Drawings or Specifications (Contract Documents)
 8. Date when review has to be finalized to meet schedule
 9. Engineering Stamp for Wind Uplift requirements and verification that systems/materials meet local building code requirements.
 10. Manufacturer certification that roofing and accessory components meet or exceed those specified.

1.5 SAMPLES AND MOCK-UPS

- A. General: Submit samples and mock-ups that are identical with the material or product proposed. Samples include partial sections of components, cuts or containers of materials.

Package samples to facilitate review. Include the following:

1. Generic description of the sample;
2. Sample source;
3. Product name or name of manufacturer;
4. Compliance with recognized standards;
5. Availability and delivery time; and

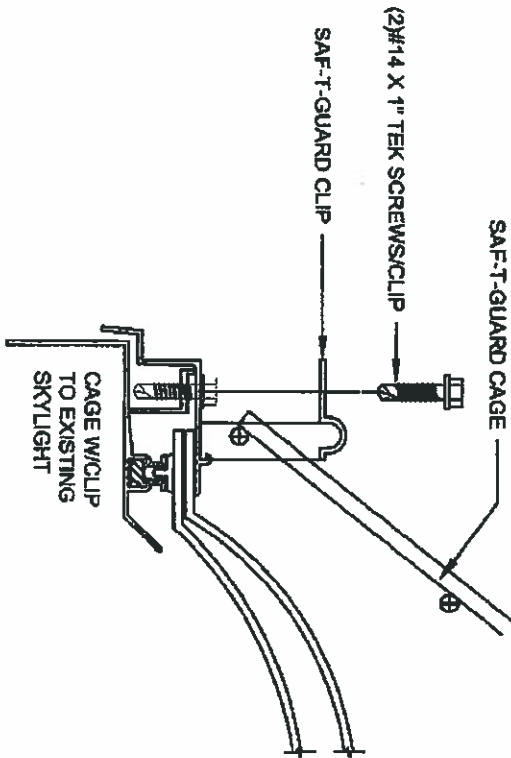
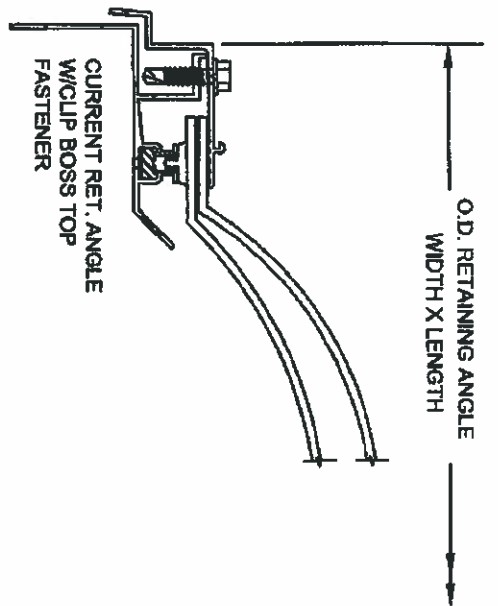
6. Specification section.

- B. Requirements: Submit samples and mock-ups for review for a comparison of these characteristics before the actual component installation and after final submittal.
- C. Submittals: Where samples are for selection of appearance characteristics from a range of standard choices, submit a full set of choices for the material or products.
- D. Maintain sets of approved samples and mock-ups, at the project site, for quality comparisons throughout the course of construction.
- E. Demolish and remove all samples and mock-ups prior to Substantial Completion but not sooner than directed by Owner's Representative.

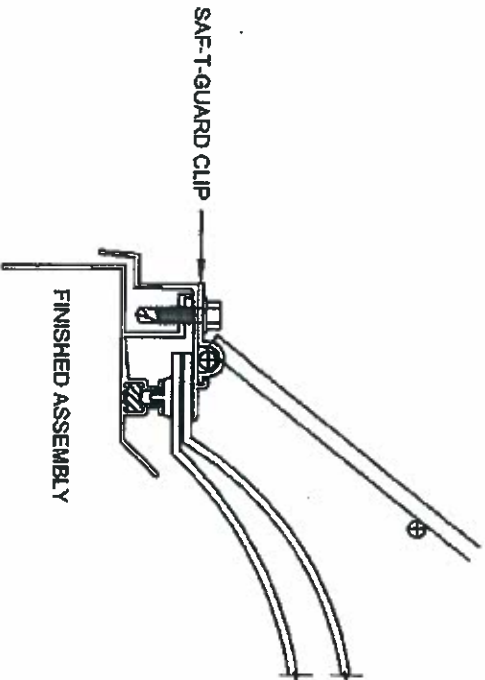
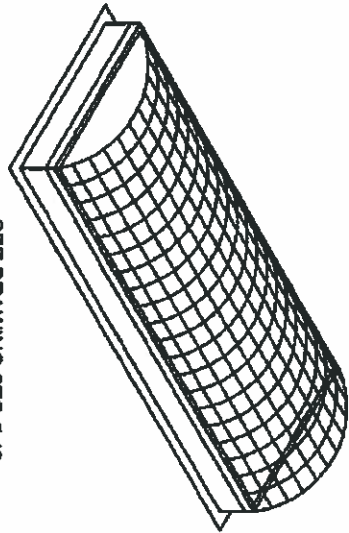
1.6 Owners Representatives ACTION

- A. Review: Except for submittals for record, information or similar purposes, Owners Representative will review each submittal, mark to indicate action taken, and return promptly.
- B. Compliance with specified characteristics is Contractors responsibility: review of submittals does not release Contractor from a proper installation, compliance with applicable codes, or coordination of the Work.
- C. Action Stamp: The Owners Representative will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be marked to indicate the action taken: submittals will be reviewed without exception or subject to noted corrections, returned for resubmittal after correction, or rejected for non-compliance with contract requirements.

End of Section



SEE DRAWING STG-5.49
FOR OTHER RETROFIT
OPTIONS FOR EXISTING
SKYLIGHTS



ORDER # _____ DATE: _____

PROJECT: _____

LOCATION: _____

CUSTOMER: _____

APPROVED: _____ DATE: _____

REQUIRED INFORMATION

DOME RISE	O.D. RET. ANG.		QTY
	WIDTH	LENGTH	
		X	
		X	
		X	

NOTES:

1. FALL PROTECTIVE SCREENS SHALL BE OF WELDED WIRE CONSTRUCTION USING 5 GAUGE GALVANIZED WIRE W/ A 4"x4" GRID PATTERN.
2. PROTECTIVE SCREENS SHALL COMPLY W/ OSHA GENERAL INDUSTRY STANDARD 29 CFR-1910.23(e)(6)
3. DIMENSION FROM OUTSIDE CORNER OF EXISTING RETAINING ANGLE AS SHOWN.

FINISH:

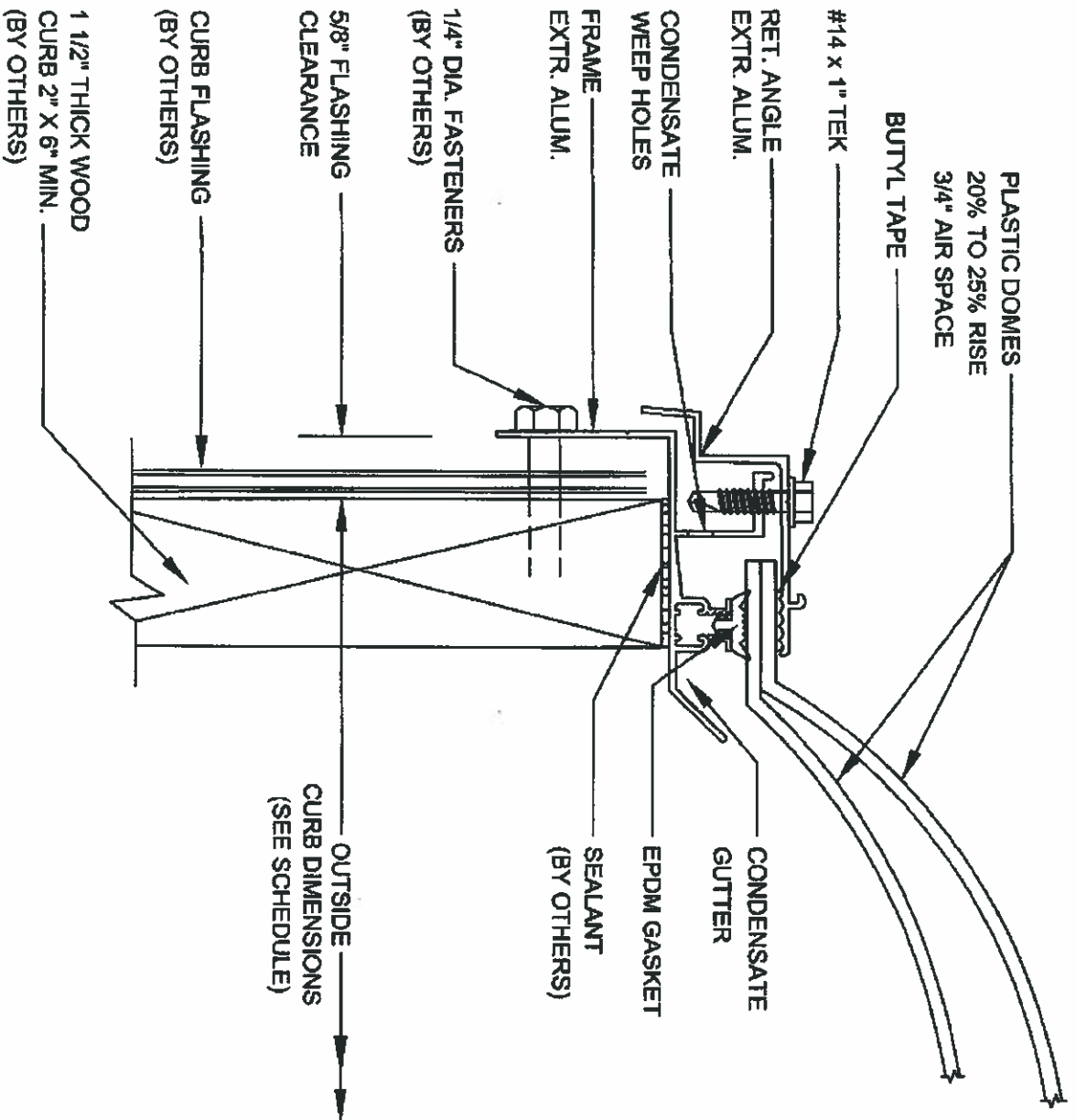
☒ PRE GALVANIZED

NATURALITE
SKYLIGHT SYSTEMS
750 AIRPORT ROAD TERRELL, TX 75160 972-551-6400

DESCRIPTION:

SAF-T-GUARD CAGE
"N" SERIES SKYLIGHTS

DRAWN BY:	REV:	MODEL:	DRAWING NO.
M. RICHIE	B	NSTG	NSTG-5.37
WEIGHT: N/A	SCALE: N/A	DATE: 02/04/2005	SHEET: 1 OF 1



SKYLIGHT SECTION

ORDER #		DATE	
PROJECT			
LOCATION			
CUSTOMER			
APPROVED		DATE	

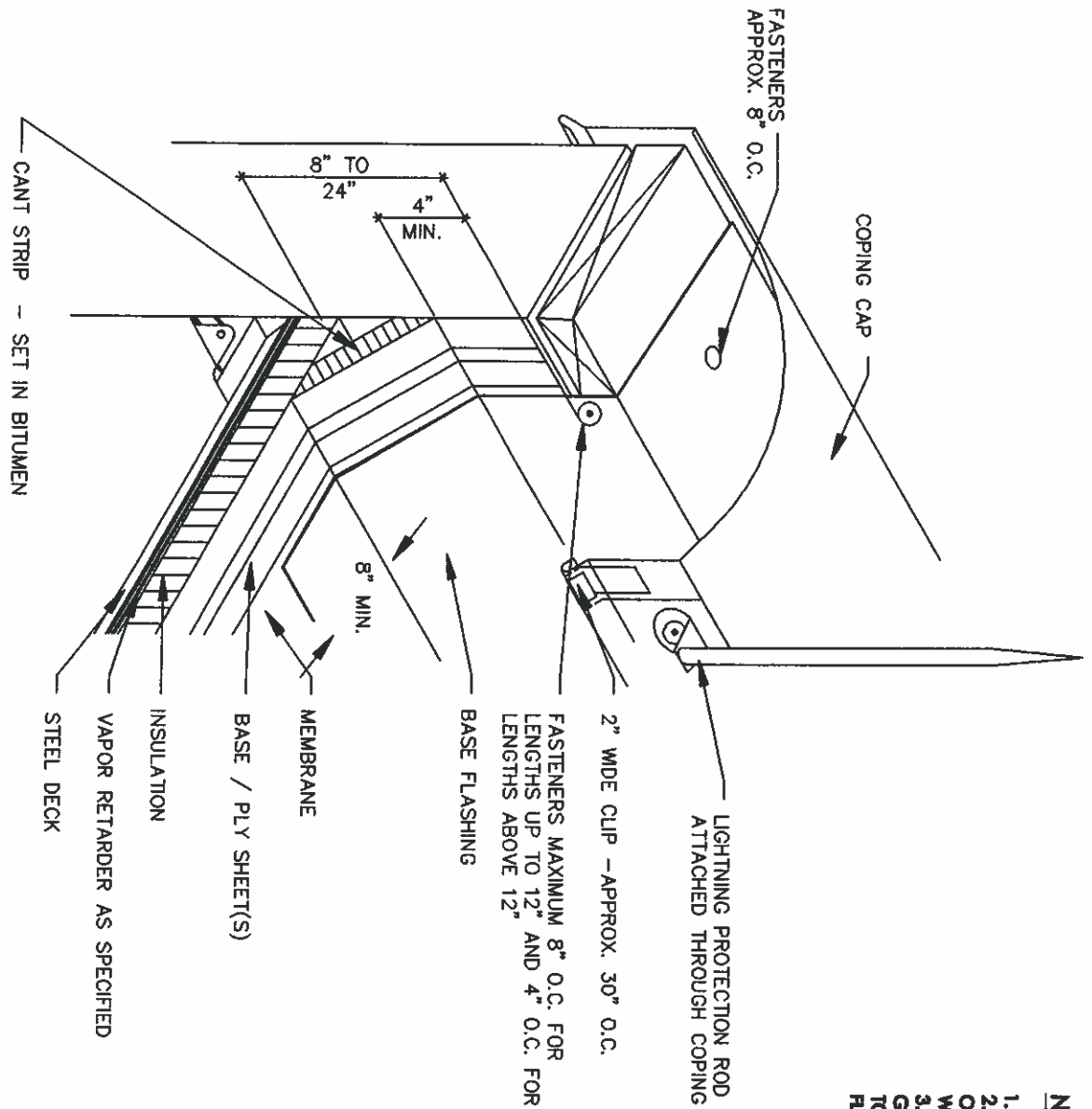
MODEL NUMBER	CURB DIMENSIONS	QTY
NLDD-2828	25 1/4" x 25 1/4"	
NLDD-3636	33 1/4" x 33 1/4"	
NLDD-4242	40" x 40"	
NLDD-5252	49 1/4" x 49 1/4"	
NLDD-5151	51" x 51"	
NLDD-6080	58" x 58"	
NLDD-7676	72 1/2" x 72 1/2"	
NLDD-8080	78" x 78"	
NLDD-8898	96 1/2" x 96 1/2"	
NLDD-2852	25 1/4" x 49 1/4"	
NLDD-3652	33 1/4" x 49 1/4"	
NLDD-4280	40" x 78"	
NLDD-5276	49 1/4" x 72 1/2"	
NLDD-5199	51" x 98"	
NLDD-5296	49 1/4" x 92 1/2"	
NLDD-6476	60 1/2" x 72 1/2"	
NLDD-6496	60 1/2" x 92 1/2"	

ACRYLIC GLAZING COLOR		FINISH:	
OUTER INNER		MILL (STD)	
<input type="checkbox"/> CLEAR	<input type="checkbox"/> WHITE 2447	<input type="checkbox"/> 204R1 CLEAR ANODIZE	
<input type="checkbox"/> GRAY 2064	<input type="checkbox"/> BRONZE 2412	<input type="checkbox"/> 740EC DARK BRONZE ANODIZE	
		<input type="checkbox"/> 70% KYNAR PAINT	
		COLOR	
SEE CHART FOR COLOR AVAILABILITY			

DESCRIPTION: CURB MOUNT SKYLIGHT DOUBLE DOME

NATURALITE SKYLIGHT SYSTEMS
750 AIRPORT ROAD TERRELL, TX 75160 872-561-6400

DRAWN BY: M. RICHIE	REV: B	MODEL: NLDD	DRAWING NO: NLDD-5-13
WEIGHT: N/A	SCALE: N/A	DATE: 03/09/2005	SHEET: 1 of 1



BASE FLASHING DETAIL FOR WALL-SUPPORTED DECK

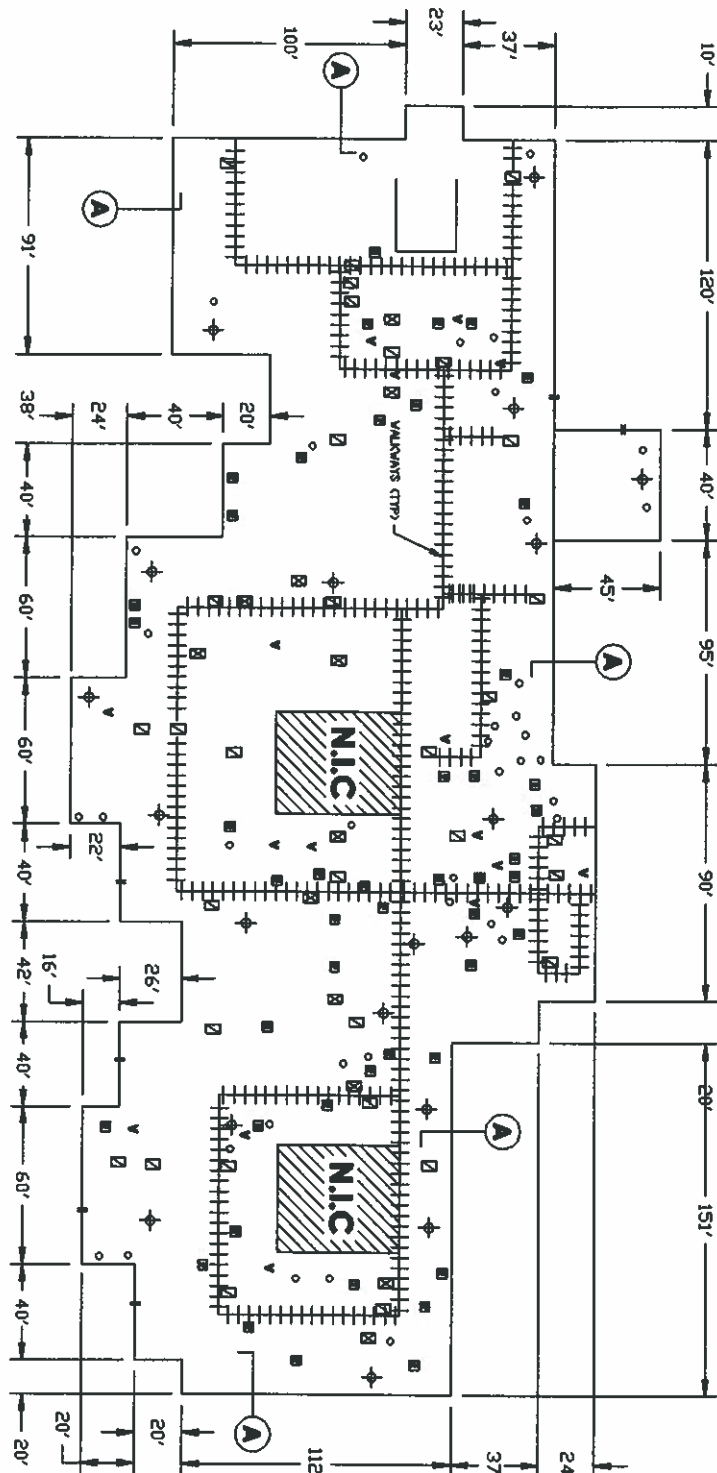
NOTES

1. WHEN PARAPET WALL EXCEEDS 24" IN HEIGHT
2. BASE FLASHINGS TURNED OVER EDGE A MINIMUM OF 1 1/2" (38mm) OR THICKNESS OF NAILED WHICHEVER IS GREATER
3. BASE FLASHING ON ALL 15 AND 20 YEAR GUARANTEE SYSTEMS MUST HAVE A BASE PLY. REFER TO FLASHING MEMBRANE APPLICATION AND FLASHING SPECIFICATION PLATES

DRAWINGS ARE FOR GENERAL REFERENCE ONLY. MANUFACTURER DETAILS SHOULD BE USED FOR APPLICATION PURPOSES.

FILE INFO	
PC-BUR-3	
DESIGN	FILE #
N.T.S.	
3600A 5/11	DATE
JTT	06-18-2009





DRAWINGS ARE FOR REFERENCE ONLY. ALL MEASUREMENTS AND CONDITIONS MUST BE FIELD VERIFIED. REFER TO PHOTOS TO GREATER DEFINE ROOFTOP CONFIGURATIONS.

TITLE BLOCK	
HAYS COUNTY LAW ENFORCEMENT SAN MARCOS, TX	
SCALE	FILE #
N.T.S.	
DRAWN BY	DATE
JTT	05-06-2009

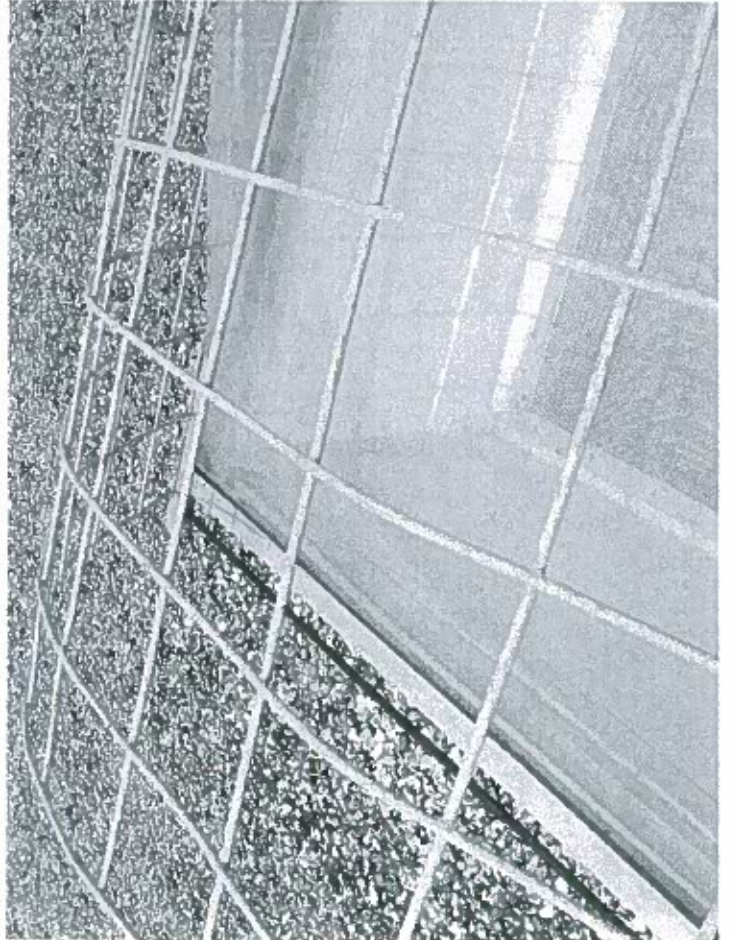
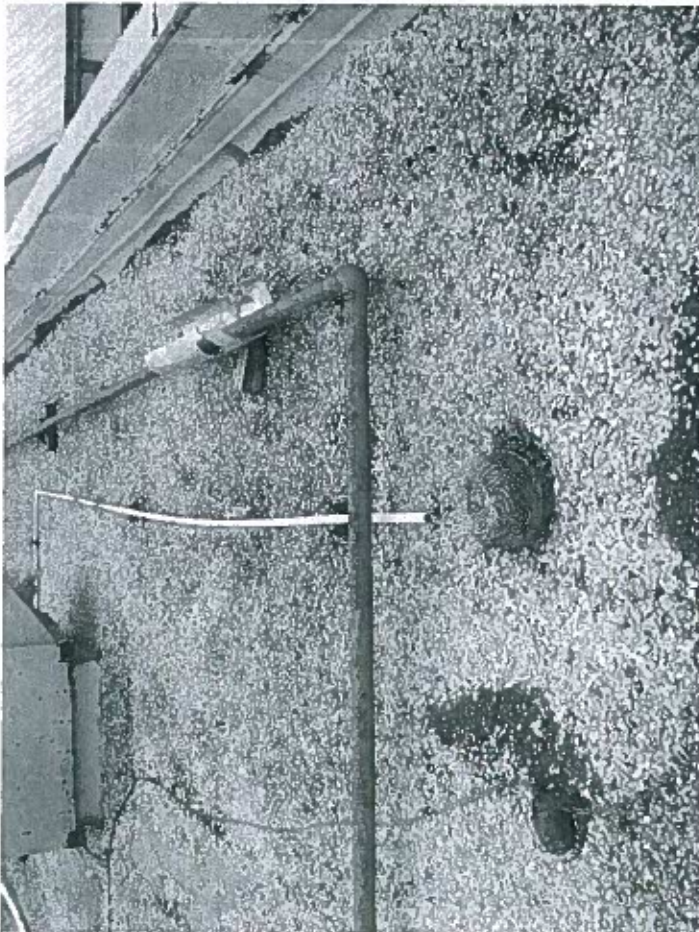
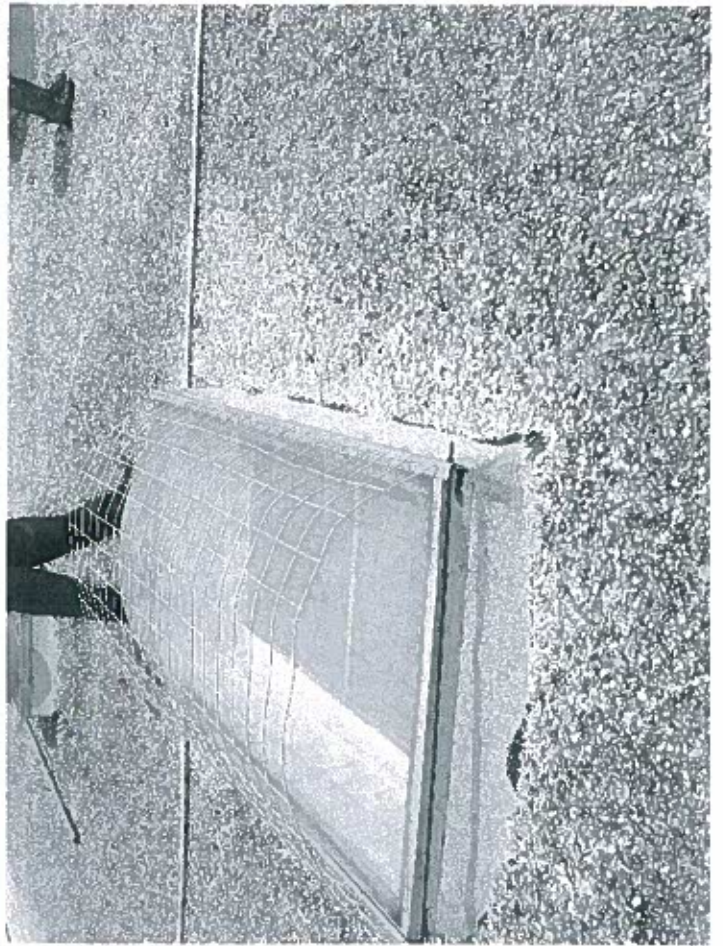
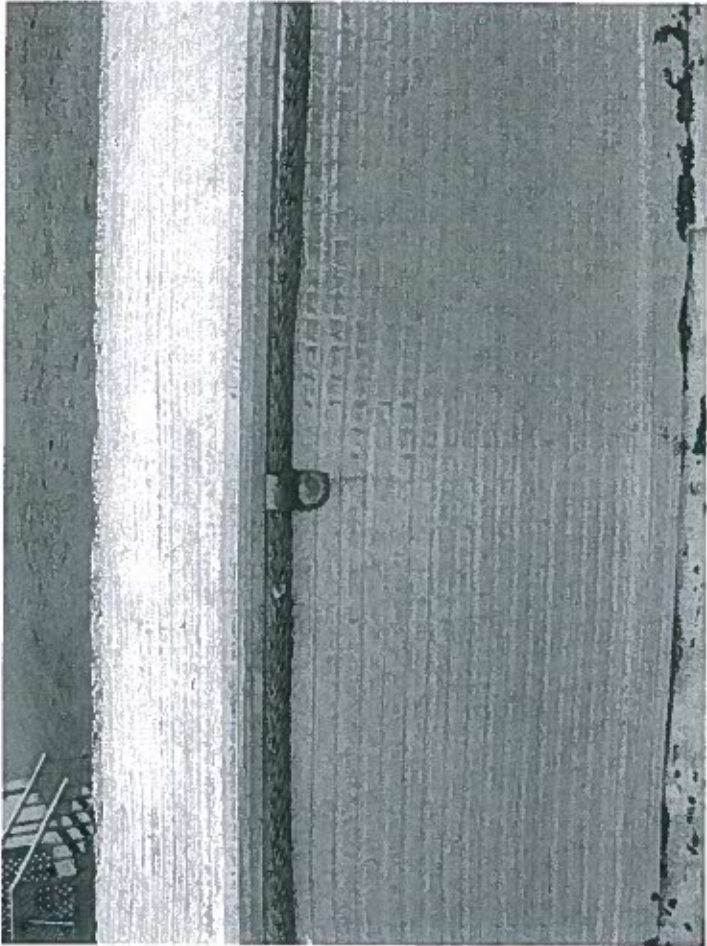
LEGEND	
	SCUPPER
	WALL
	GUTTER
	EXPANSION JOINT
	VALUANTS
	VENT
	PITCH PAN
	SOIL STACK
	EXHAUST FAN
	HVAC UNIT
	SKYLITE
	CURB OR RAIL
	ELEVATION CHANGE
	DRAIN
	SATELLITE DISH

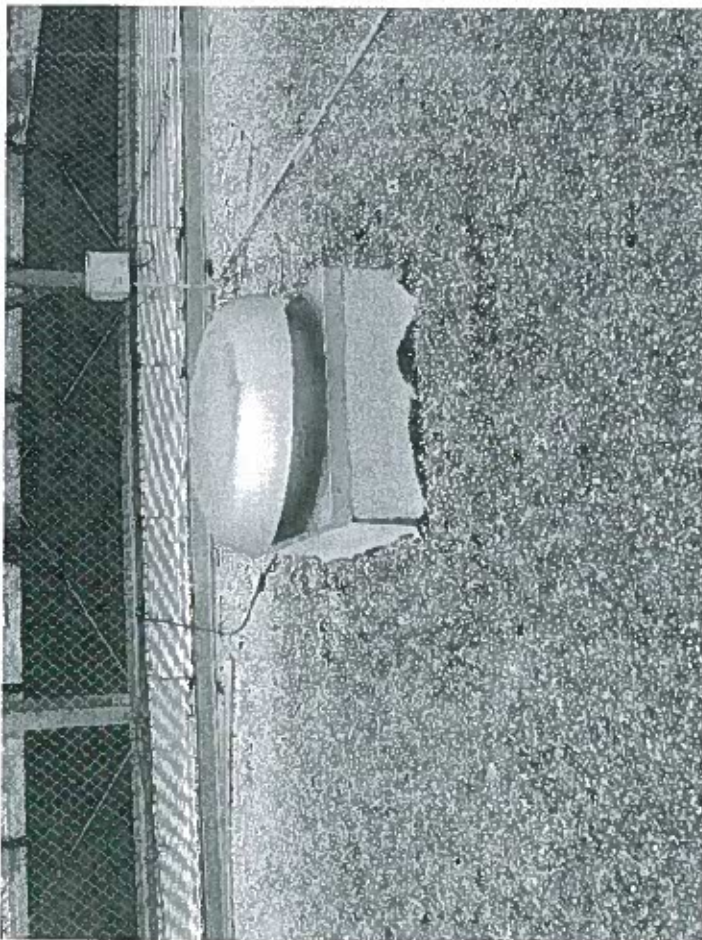
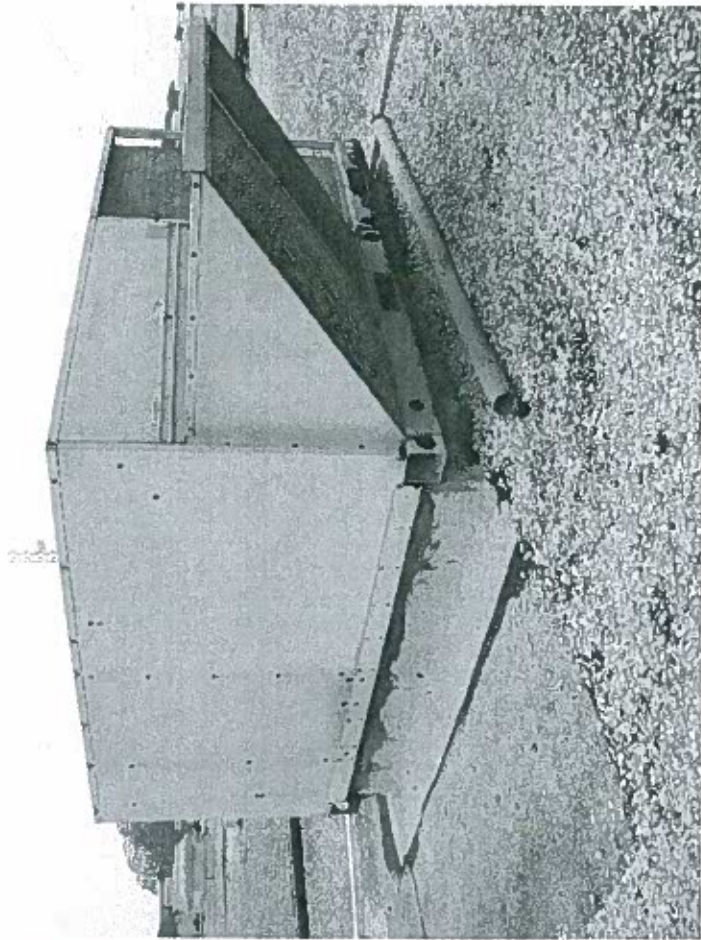
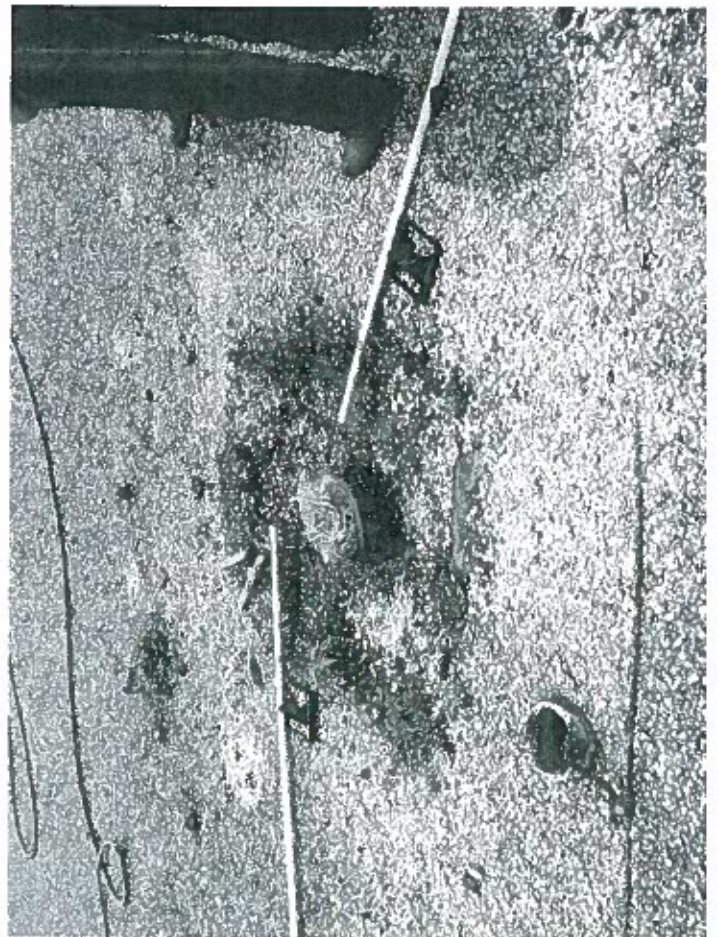
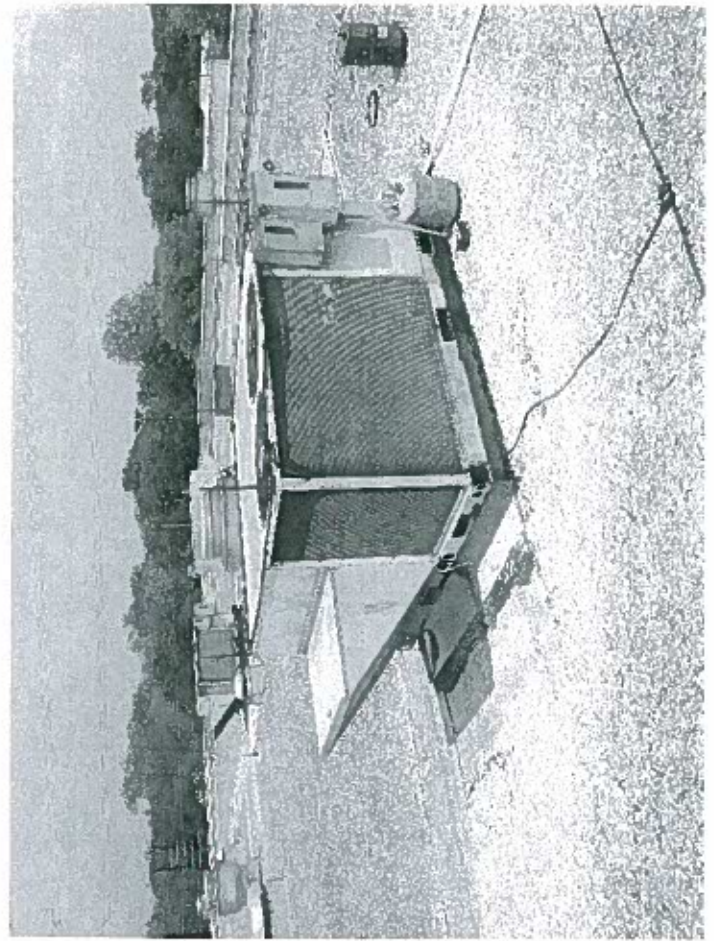
NOTES:

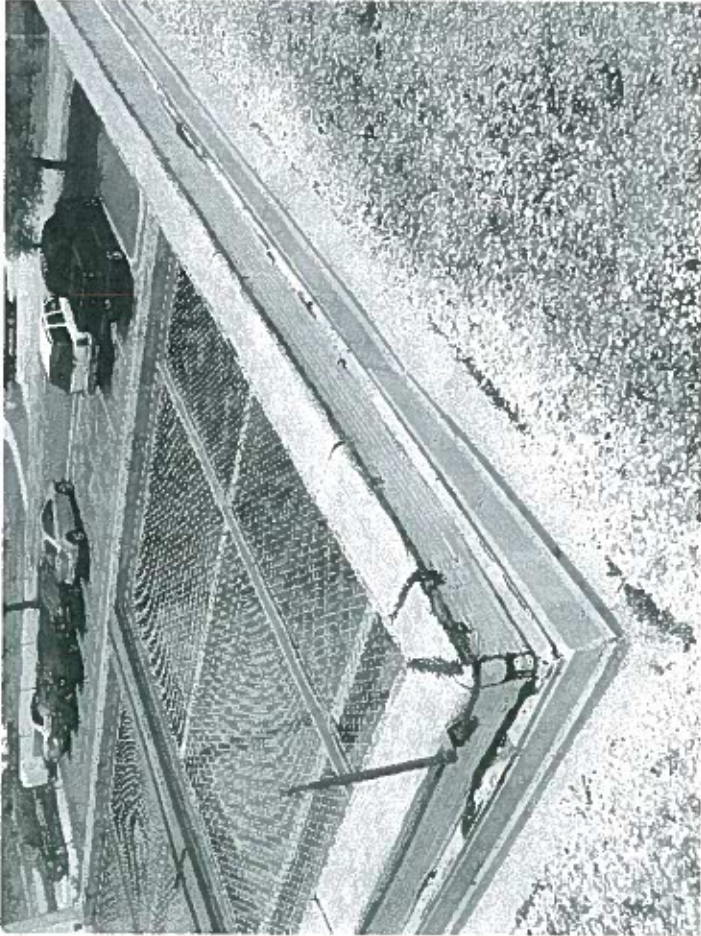
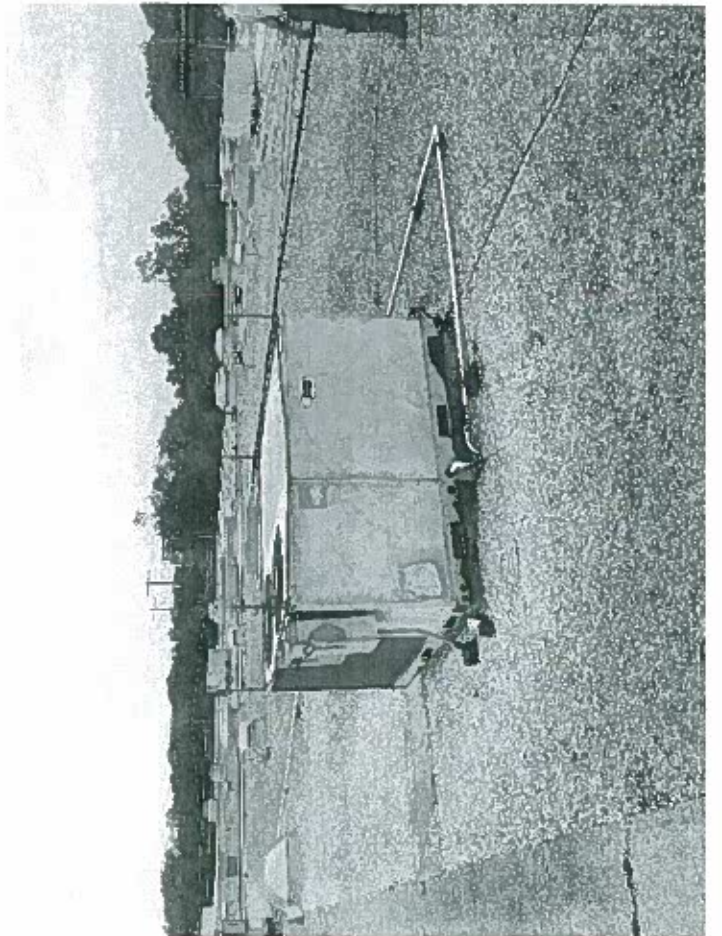
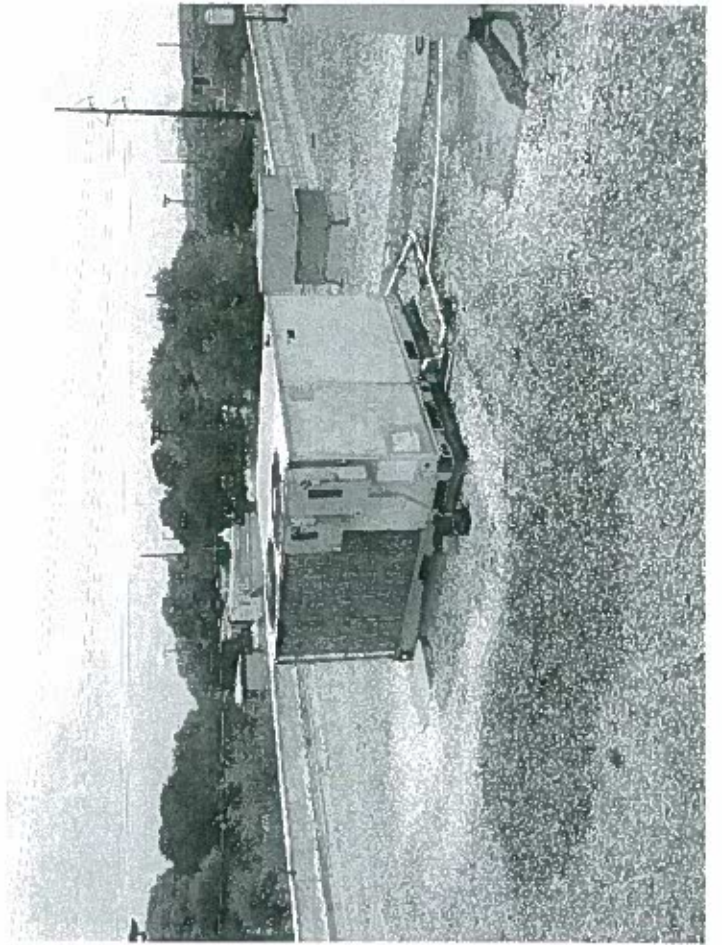
TOTAL AREA: 93100 SQ/FT

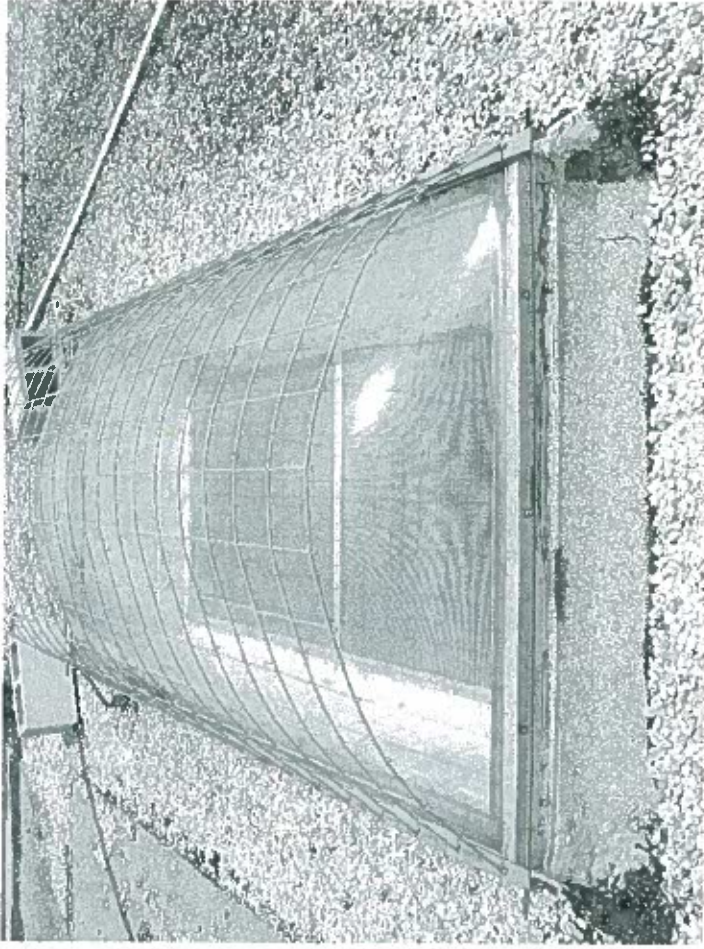
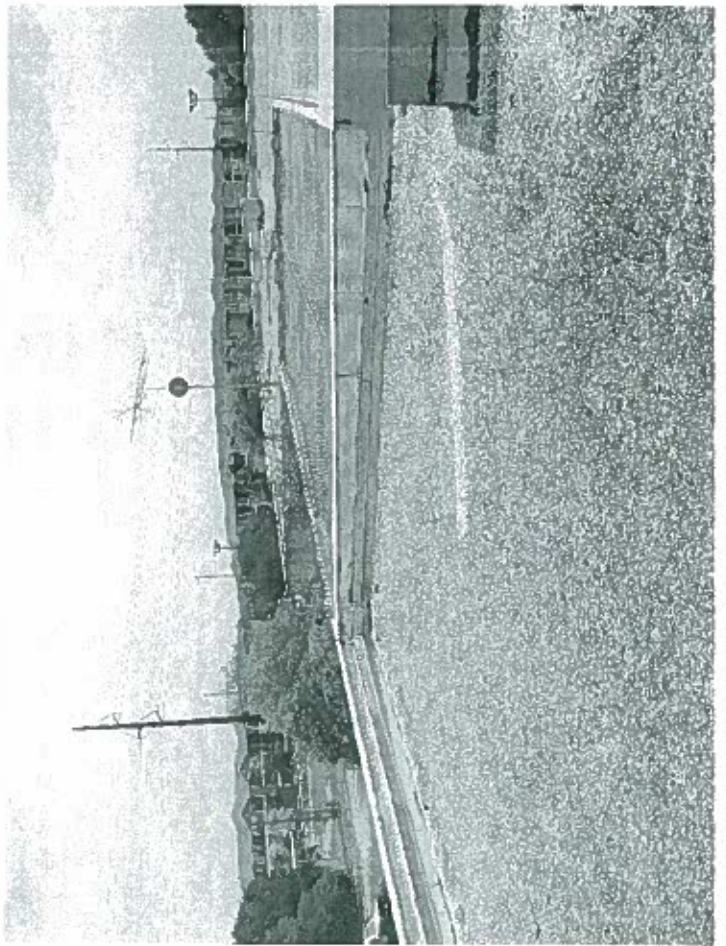
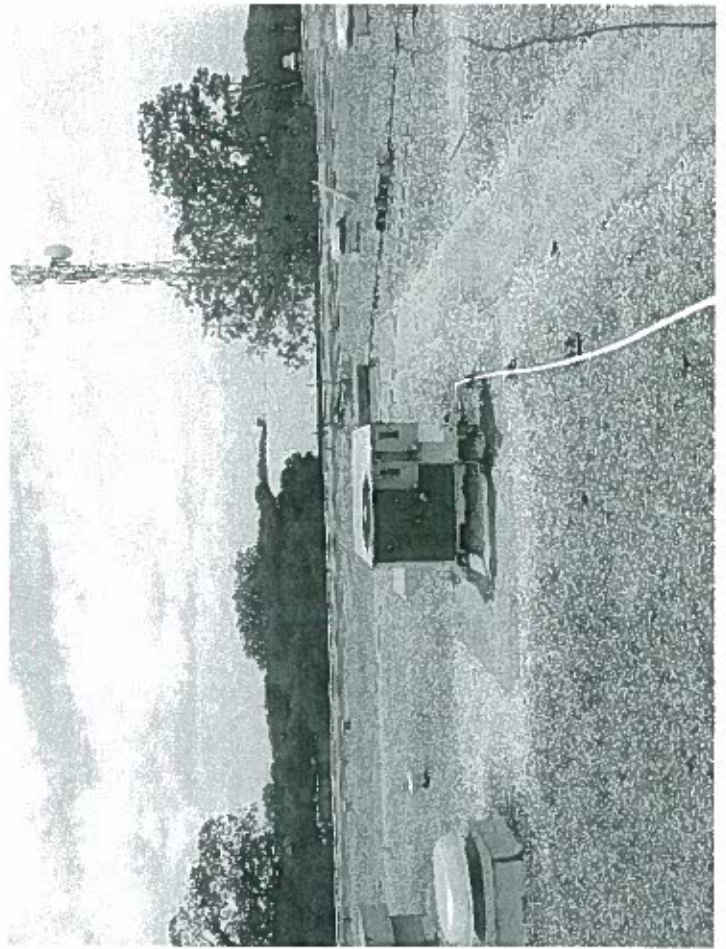
DETAIL A IS A TYPICAL PERIMETER DETAIL

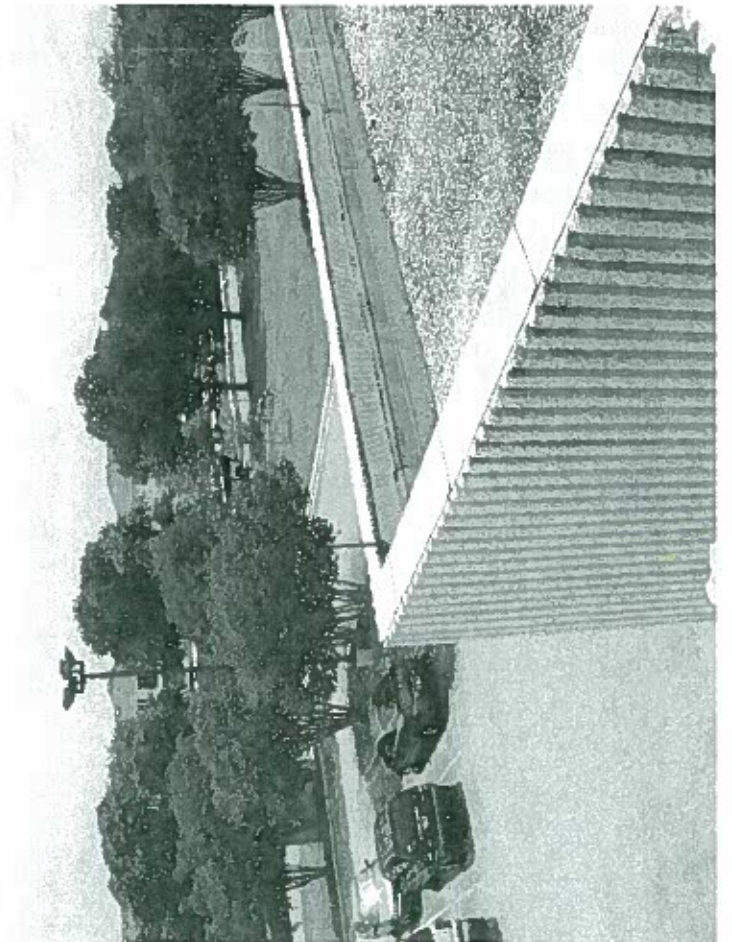
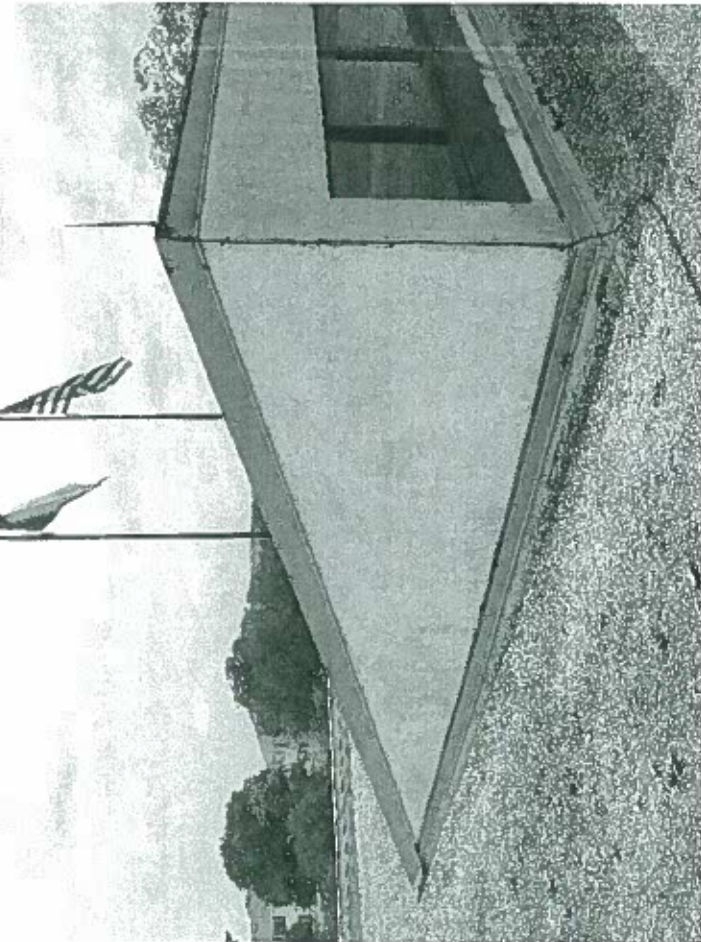
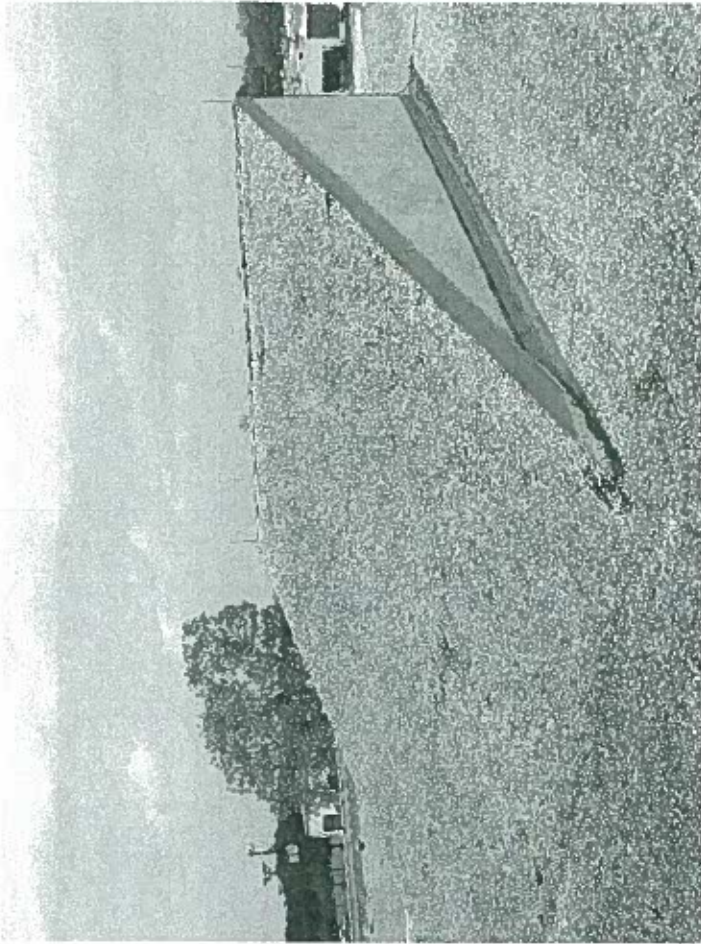




















Agenda Item Request Form

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-B19 "Road Improvements/Hot-Mix Overlay" and authorize purchasing to solicit for bid and advertise.

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

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Borcherding

SPONSORED BY:

SUMMARY: See attached specifications

(June 2009 Cycle)
SPECIFICATIONS FOR ROAD IMPROVEMENTS
HOT-MIX OVERLAY (FY09-B)

BID #2009-B19
HAYS COUNTY, TEXAS

1. GENERAL CONDITIONS

Bids are solicited for furnishing the services set forth in this Invitation for Bid. Completed bids must be received in the Purchasing Office before 2:00 p.m. on the "opening date". All bids must be in a sealed envelope clearly marked in the lower left hand corner with the bid number, bid title and opening date. Mail bids: to Hays County Purchasing Office, 111 E. San Antonio St., Suite 101, San Marcos, Texas 78666. By submitting a bid, vendor hereby agrees to all of terms and provisions of the bid specifications.

Bids received in the County purchasing Office after submission deadline shall be returned unopened and will be considered void and unaccepted. Hays County is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in the purchasing office shall be the official time of receipt. **Hays County does not accept fax bids.**

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity.

The bidder agrees if this is accepted, to furnish any and all items upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of this bid proposal will be thirty (30) calendar days unless a different period is noted by bidder.

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.

Invoices shall be sent directly to the Hays County Auditor, 111 E. San Antonio St., Suite 100, San Marcos, Texas 78666, and attn: Accounts Payable. Payments will be processed after notification that all services have been satisfactory and no unauthorized services have been received.

Hays County terms are net 30 days from invoice date.

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price per ton for named projects
- Special needs and requirements of Hays County
- Vendor's past performance record with Hays County
- Hays County's evaluation of vendor's ability

If bid is accepted and approved by Commissioners' Court then this bid becomes the contract and there are oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change order.

The County is tax exempt; therefore tax shall not be included in this offer.

Any contract awarded pursuant to this IFB shall be contingent on sufficient funding and authority being made and available in each fiscal period by the approval of Commissioners' Court. If sufficient funding or authority is not made available, the contract shall become null and void.

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 Manager. Addenda will be mailed to all who are known to have received a copy of this IFB. Bidders shall acknowledge receipt of addenda.

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.

No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any county employee. Only those communications that are in writing from the Purchasing Office shall be considered as a duly authorized expression on behalf of the County.

All bidders will be required to furnish proof of insurance for worker's Compensation, auto liability and general liability before any work may begin and shall remain in effect during the life of the contract.

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.

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.

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.

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.

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.

References:

Bidder will supply the name and an 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, representative's number.

Experience:

Bidder certifies that it has a minimum of three (3) years experience in this field and projects of this size.

Insurance and Liability

During the period of this contract, successful bidder will maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, successful bidder will:

- Name the County as additional insured/or an insured, as its interest may appear
- Provide the County with a thirty (30) day advance written notice of cancellation or material change to said insurance
- Provide the Purchasing Office a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of contract award, and at least annually thereafter in the event this contract is renewed

Required coverage is as follows: (a) worker's compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than \$1 million; (c) commercial liability, including products and completed operations and contractual liability, with a combined single limit of \$2,000,000 per occurrence; and (d) excess liability insurance with limits not less than \$5 million.

Mandatory Pre-Bid Conference:

There will be a mandatory pre-bid conference held July 8, 2009 at 2:00 p.m. at the Hays County Road Department, 2171 Yarrington Road, San Marcos, Texas 78666. If you have any questions please call the Purchasing Office at 512-393-2273.

Specifications:

Specification Item 340 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges shall govern on this project.

Preparation for Paving:

All site preparations for paving will be the responsibility of Hays County except for projects requiring milling.

Post-Paving Cleanup

All post-paving clean-up will be the responsibility of the Contractor.

Traffic Control/Safety Operations:

Safety warning signage, flagger operations, and traffic control will be the responsibility of the Contractor.

Temporary reflective centerline tabs are to be placed after each days operation.

Named roadways may be deleted as deemed necessary by Hays County.

Additional roadways may be added as deemed necessary by Hays County.

Scheduling

All paving operations shall be scheduled through the Hays County Road and Bridge Department.

Hays County Road Department shall be notified 2 weeks prior to start date of each named roadway.

All named roadways shall be completed no later than September 30, 2009.

Notification Along Residential Streets:

Two days prior to paving the Contractor shall notify residents of upcoming operations, giving instructions regarding moving vehicles, etc. out of the area of operations.

Project Description:

1. Green Acres Drive (local street in Wimberley, Texas):
 - a. Approx. 5231' x 20' x 2"
2. Old Stagecoach Road (near 5-mile Dam to Kyle, Texas City Limits)
 - a. Approx. 12,144" x 36'x 2"

Bidding Instructions:

1. Bid all roads as one project (price per ton of Type D).
2. Add a note specifying price per ton for applying level-up as directed by Hays County project inspectors.

Specification:

Specification Item 340 of the Texas Department of Transportation's Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges shall govern on this project.

(Reference general location map attached)

Bids shall be returned to the Hays County Purchasing Office located at 111 E. San Antonio St, Suite 101, San Marcos, Texas 78666, July 16, 2009 no later than 2:00 p.m.

**Road Improvements/Hot Mix Overlay
Bid #2009-B19**

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

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

BID SHEET
BID #2009-B19

ROAD IMPROVEMENTS/HOT-MIX OVERLAY

Bid due: July 16, 2009 no later than 2:00 p.m.

(Submit bid pricing as cost per ton for total tonnage of all locations combined)

Bid Price for Named Roads:

\$_____ per ton

Milling

\$_____ per linear foot

The undersigned by his/her signature, represents that he/she is authorized to bind the bidder to fully comply with the terms and conditions of the attached Invitation for Bid, specifications and the amount(s) shown on the accompanying bid sheet(s). By signing below, you have read the entire document and agree to the terms herein.

(Signature of person authorized to sign bid)

(Printed name and title of signer)

(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: Approve Utility Permit.

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: SUMTER

SUMMARY:

Permit # 02023 Harris Hill RD / Uhland Rd (Electric)

PERMIT NO. : 02023 APPLICATION DATE : 5/19/2009 APPROVED DATE : 6/30/2009

CO. CODE : PECK Company Name: PEC, INC. Type of Utility: ELECTRIC

City: KYLE Department: DISTRICT

ROAD NO. : ROAD NAME : Harris Hill Rd/Uhland Rd NAME George Esqueda

SUBDIVISION :N/A SEGMENT : 1

TYPE LINE : Power Line

DESCRIPTION : Upgrading existing power line . . .

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



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

Date: 05/19/2009

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

Formal notice is hereby given that Pedernales Electric Cooperative Inc. (PEC)
Company proposes to place a Overhead electric distribution power line
line within the right-of-way of Harris Hill Road & Uhland Road PHASE 2
as follows: (give location, length, general design, etc.)
PEC proposes to upgrade an existing overhead power line as shown on attached drawings.

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

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

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

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

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

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

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

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

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

Construction of this line will begin on or after the 8th day of June, 2009.

General Special Provisions:

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

Firm Pedernales Electric Cooperative Inc.

Title District Engineering Supervisor

By (Print) George Esqueda

Address P. O. Box 100

Signature George Esqueda

Kyle, TX 78640-0100

Phone (512) 262-2161 Ext



WO: <%side wo%>
JOB: <%wo name%>

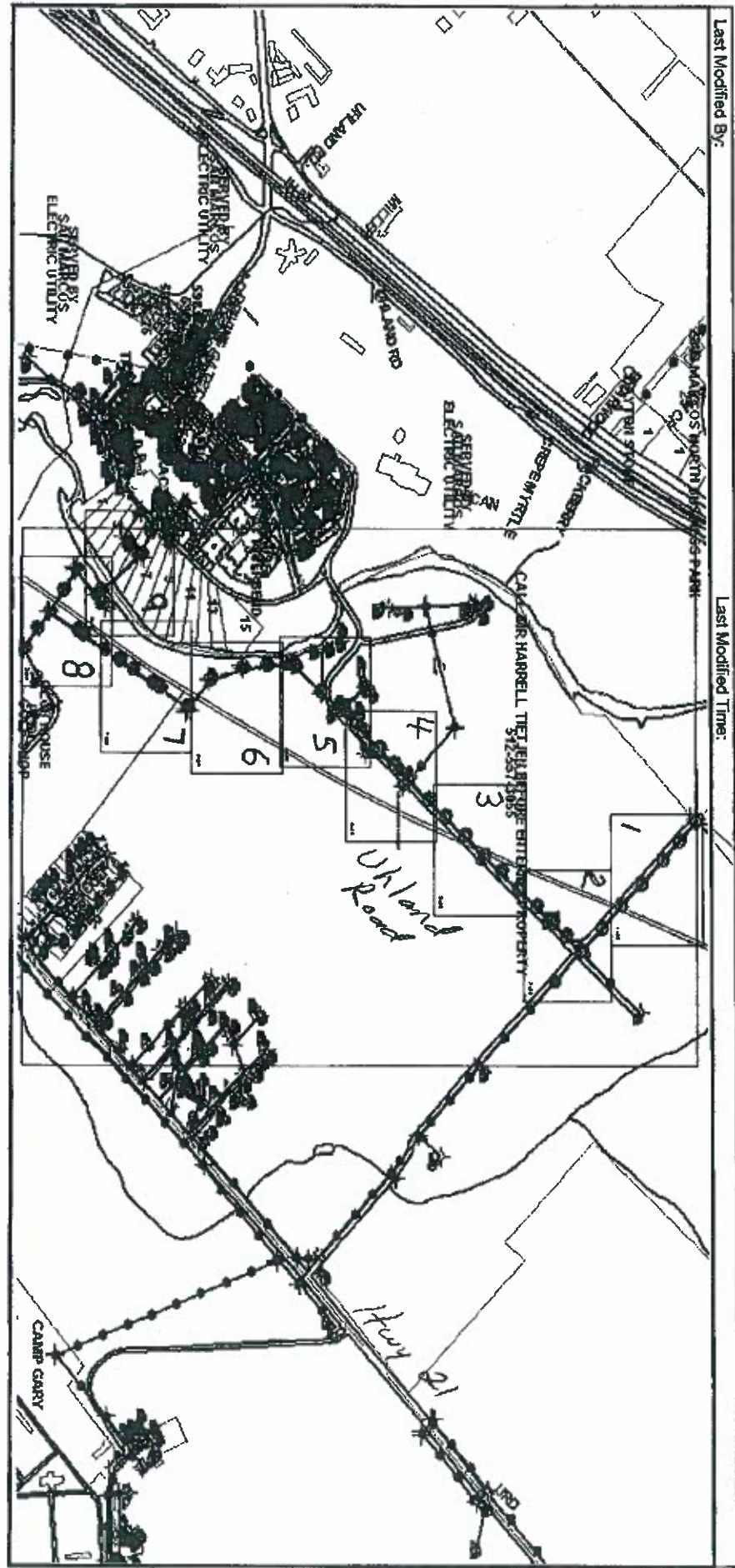
Harris Hill

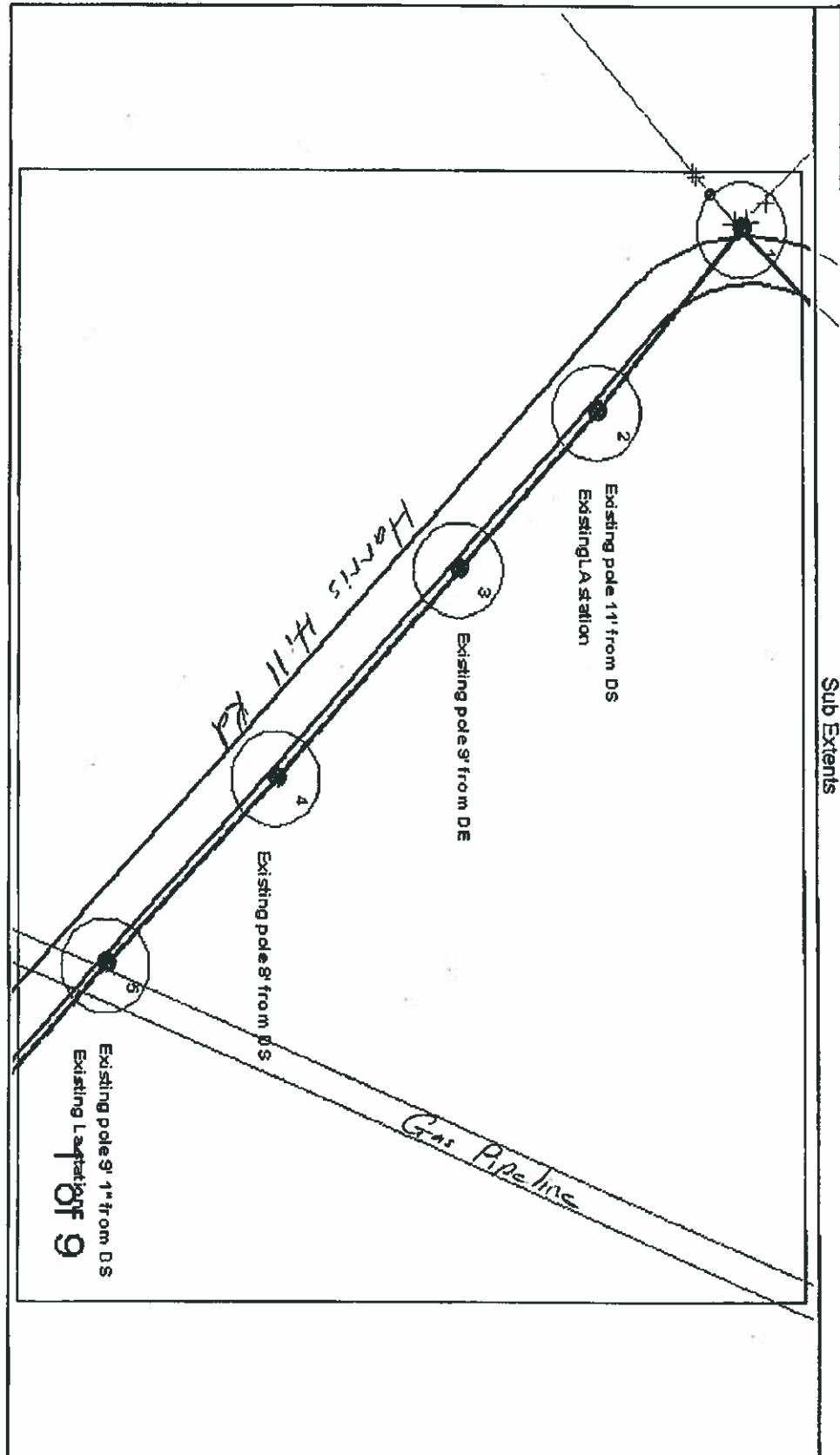
To Donington Rd.

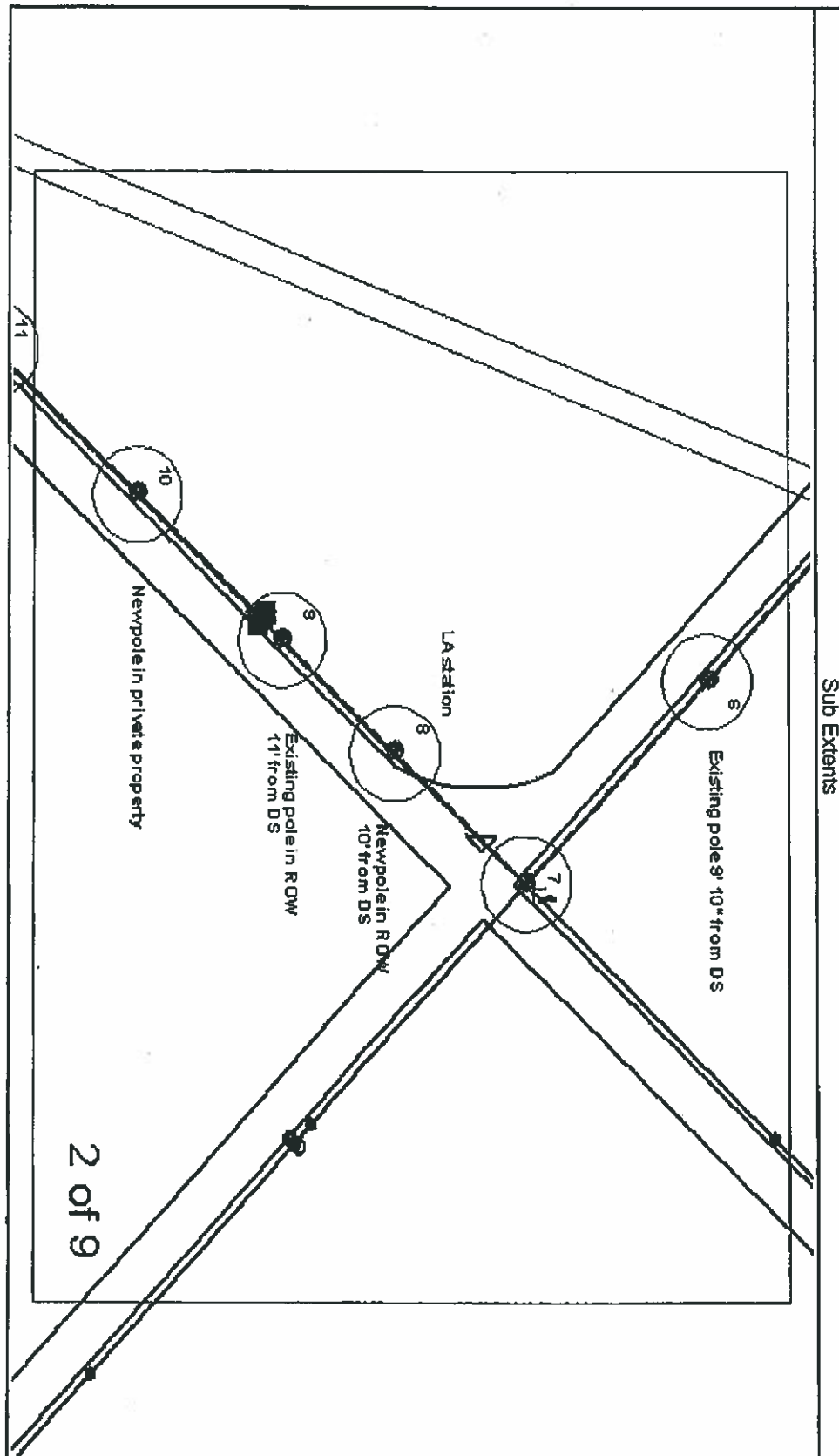
CONSTRUCTION PACKET - MAP SKETCH

Last Modified By:

Last Modified Time:



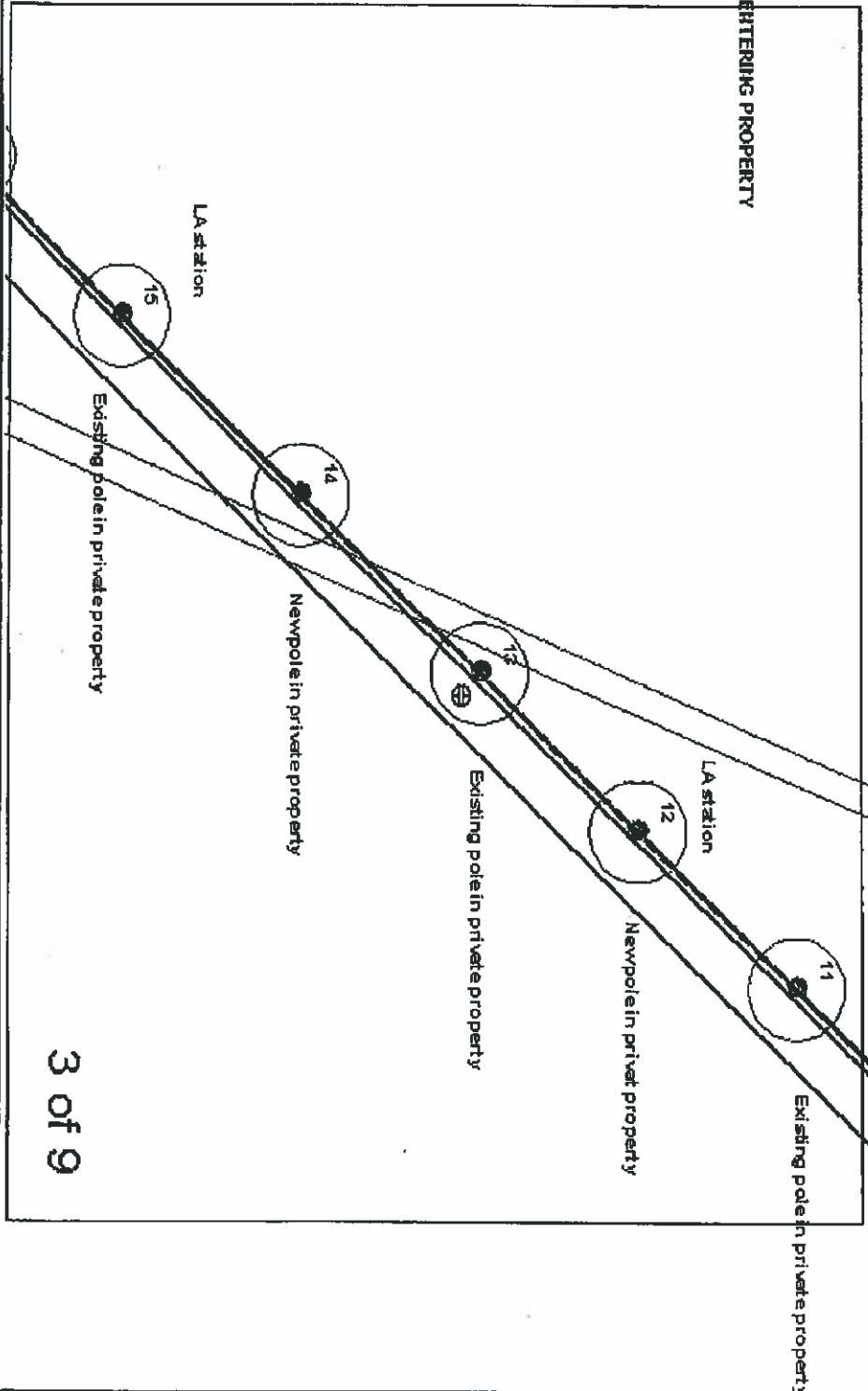




Sub Exents

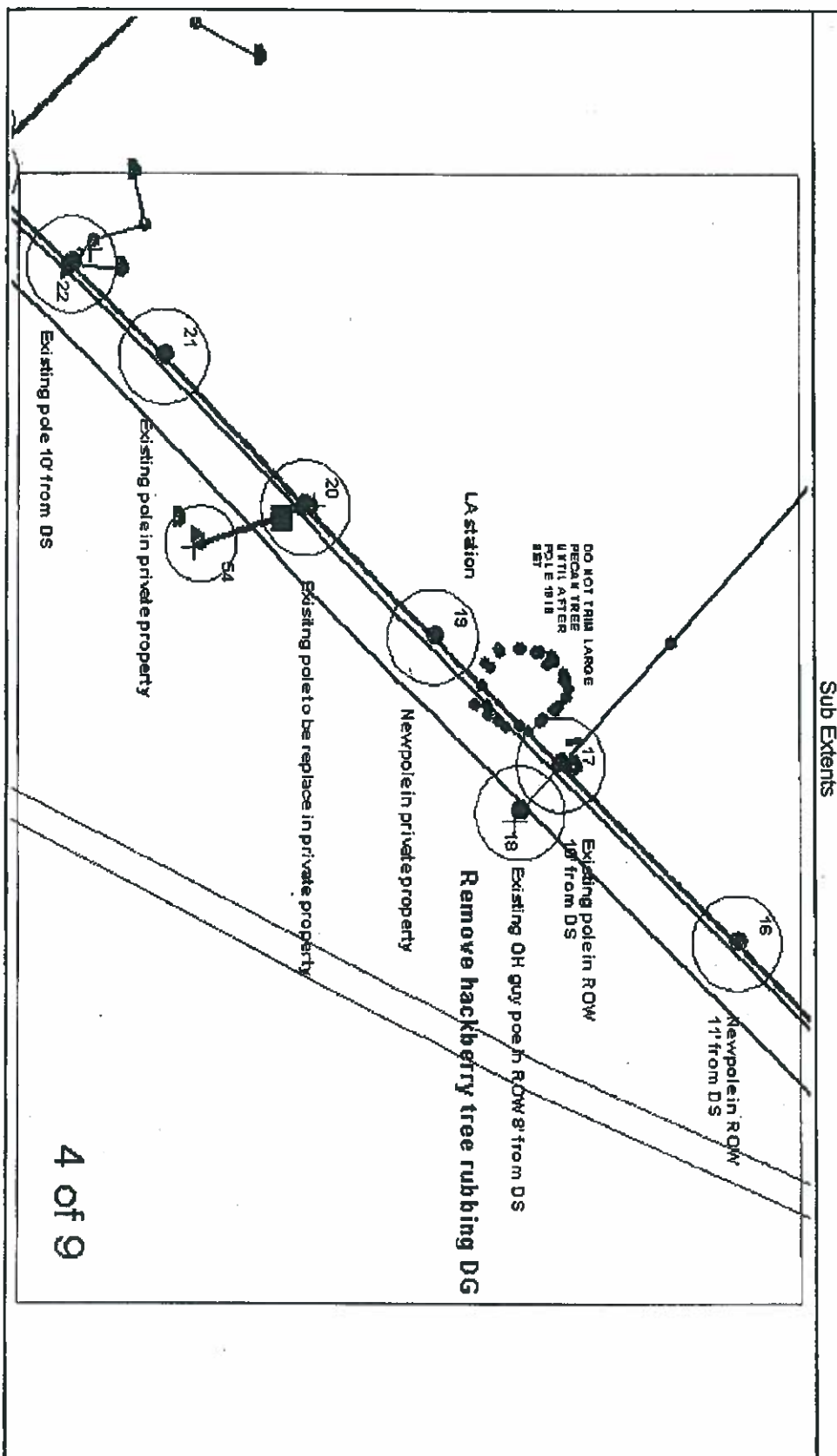
NET JEN BEFORE ENTERING PROPERTY

512-557-3055



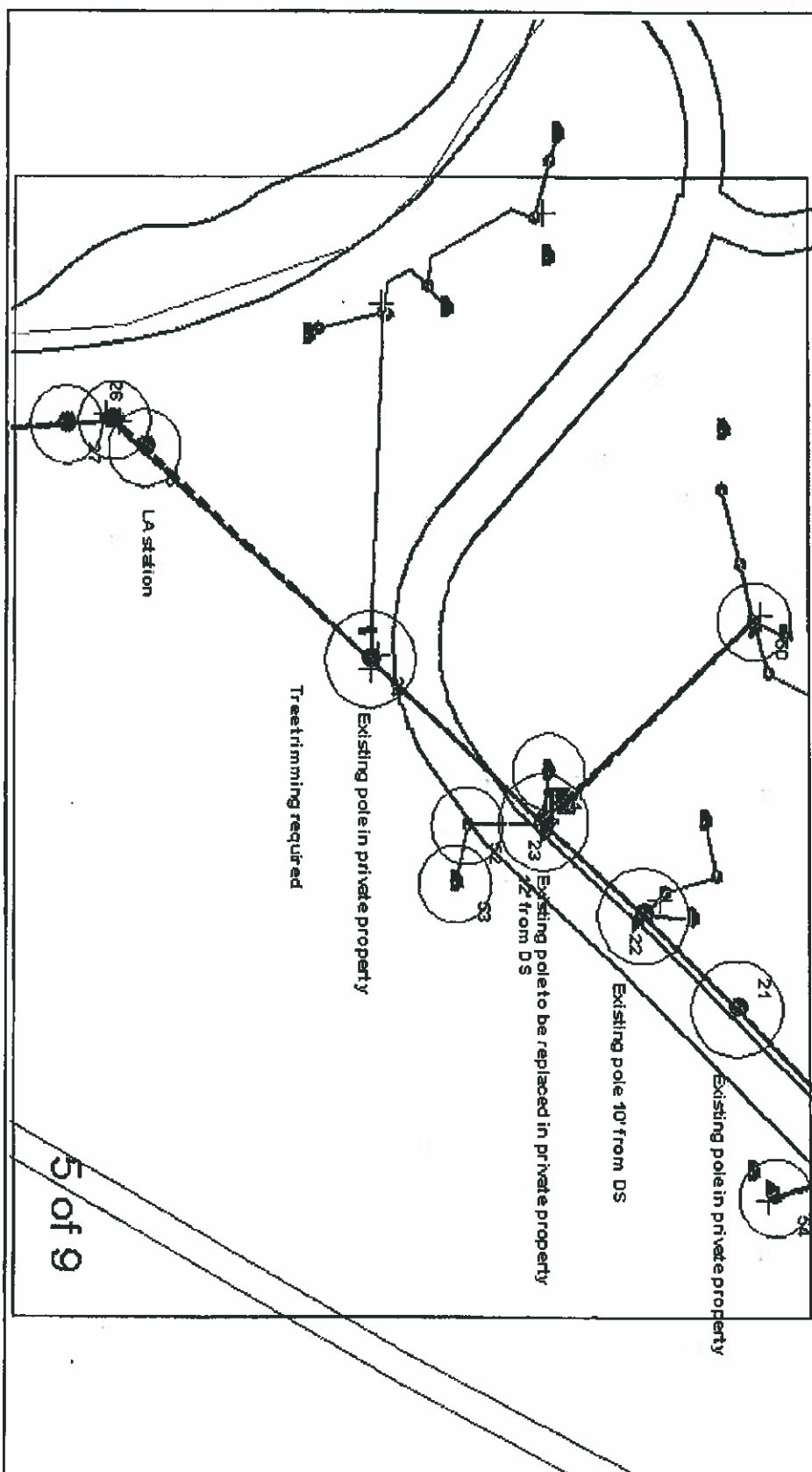
3 of 9

Sub Extents



4 of 9

Sub Extents



Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Hold a Public Hearing to establish traffic regulations (speed limit) on CR 266/Old Bastrop Hwy from El Camino Way to the Comal County Line.

CHECK ONE: ☐ Subdivision ☒ Road ☐ Staff Recommendation

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Borcharding/Ingalsbe

SPONSORED BY: Ingalsbe

SUMMARY: The current speed limit on this section of roadway is 40 mph. It is requested that the speed limit be changed to 45 mph. RPTP has review the request and agrees with the proposed increase in speed.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action for the release of the maintenance bond for Section 2 and accept for maintenance all road and drainage improvements within County ROW for Section 1 and Section 2 for Rutherford West subdivision.

CIRCLE ONE ACTION ITEM

Subdivision

Staff Recommendation

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ford

SUMMARY:

The maintenance bond for Rutherford West subdivision expired June 26, 2009. The Road & Bridge Department has inspected and recommends its acceptance for maintenance. The road segments include: Rutherford Drive (1,119 ft.), Brangus Road (2,265 ft.) and Nature View Loop (1,094 ft.).

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:



POWER
OF ATTORNEY

First National Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 13421

That FIRST NATIONAL INSURANCE COMPANY OF AMERICA, a Washington corporation, does hereby appoint

SCOTT D. CHAPMAN; LISA KIM FRANCIS; THOMAS C. FRANCIS; ROSALYN HASSELL; ELAINE LEWIS; Houston, TX

its true and lawful attorney(s)-in-fact, with full authority to execute on behalf of the company fidelity and surety bonds or undertakings and other documents of a similar character issued by the company in the course of its business, and to bind FIRST NATIONAL INSURANCE COMPANY OF AMERICA thereby as fully as if such instruments had been duly executed by its regularly elected officers at its home office.

IN WITNESS WHEREOF, FIRST NATIONAL INSURANCE COMPANY OF AMERICA has executed and attested these presents

this 17th day of April 2009

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of FIRST NATIONAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of
FIRST NATIONAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect.

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof "

I, Dexter R. Legg, Secretary of FIRST NATIONAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of this corporation, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 19th day of June 2009



Dexter R. Legg, Secretary

S-1049/DF 3/09

WEB PDF



Liberty Mutual Surety
1001 4th Avenue, Suite 1700
Seattle, WA 98154

MAINTENANCE BOND

Bond 6529515

KNOW ALL BY THESE PRESENTS. That we, Dale Lowden Excavating, Inc.

as Principal, and First National Insurance Company of America

a corporation organized under the laws of the State of Washington and duly authorized to do business in

the State of Texas, as Surety, are held and firmly bound unto Hays County Judge

as Oblige, in the penal sum of Fifty-one Thousand One Hundred Eighty-nine Dollars And Seventy-six Cents

(\$ 51,189.76)

to which payment well and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a Contract with the

Wimberly Springs Partners, LTD. dated June 16th, 2009

for Two Year Maintenance Bond for Wimberly Springs for \$34,273.98 Paving and Drainage Maintenance and \$16,915.78 Revegetation.

WHEREAS, said Contract has been completed, and was approved on 18th
day of June, 2009.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall guarantee that the work will be free of any defective materials or workmanship which became apparent during the period of Two (2)

year(s) following completion of the Contract then this obligation shall be void, otherwise to remain in full force and effect, provided however, any additional warranty or guarantee whether expressed or implied is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

Signed and sealed this 19th day of June, 2009

Dale Lowden Excavating, Inc.

Lanette Lowden (Seal)

Lanette Lowden (Seal)

Vice President (Seal)



First National Insurance Company of America

By Scott D. Chapman
Scott D. Chapman, Attorney-in-Fact



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

6/24/09

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

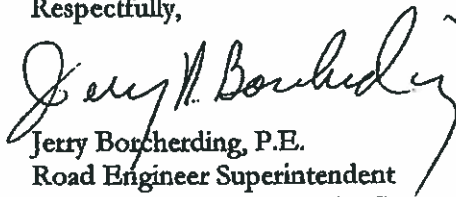
RE: Rutherford West Section 1&2

Dear Commissioners and Judge:

Wilson Family Communities, Owner is requesting that Hays County release the maintenance bond for Rutherford West Section 2 and accept the maintenance of roads in Rutherford West Section 1&2. I have reviewed the file on this subdivision and find that all the requirements have been met per Hays County Subdivision Regulations. Tricia S. Altamirano, 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,


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

**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>Rutherford West Section 2</u>	DATE:	<u>4/21/2009</u>
OWNER:		WEATHER:	<u>Clear</u>
CONTRACTOR:	<u>Cash Construction</u>	TIME:	<u>1:00PM</u>
INSPECTOR:	<u>Todd Spencer</u>		

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

1. Seal all cracks in roadway
2. Kill and grub all vegetation growing between curb and asphalt
3. Remove all rocks 6 " and larger from right-of-way
4. Signage
5. Deadend barricades
6. Remove piles of material out of right-of-way
7. Positive drainage away from roadway
8. Waterstanding in ditch line
9. Environmental punchlist to follow from Betty Lambright

Todd Spencer, Construction Inspector

4/21/2009

Date

ENGINEER'S CONCURRENCE FOR PROJECT ACCEPTANCE

PROJECT: Rutherford West Section 2 "The Estates" Paving, Drainage, Water and Off-site Water Improvements

SCOPE OF WORK: W X WW _____ S/D X ALL _____

Owner/Developer's Name and Address

Wilson Family Communities, Inc.
8121 Bee Cave Road
Austin, Texas 78746

Consultant Engineer's Name and Address

Tricia Altamirano Consulting Engineer, Inc.
1101 Capital of Texas Highway South
Building D, Suite 210
Austin, Texas 78746

This is to certify that I, the undersigned professional engineer, or my representative, have reviewed the construction progress reports, logs, shop drawings, and test reports. On this date, I, or my representative, 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 purpose and life intended for the project by design, except those listed below. The construction, materials, and equipment were substantially constructed in accordance with the approved construction plans. I, therefore, recommend acceptance of this project, upon satisfactory correction of the following items:

NA



Tricia S. Tichenor-Altamirano
Signature

05/07/07
Date

62688

Texas Registration Number



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>Rutherford West Section 2</u>	DATE:	<u>4/21/2009</u>
OWNER:	<u></u>	WEATHER:	<u>Clear</u>
CONTRACTOR:	<u>Cash Construction</u>	TIME:	<u>1:00PM</u>
INSPECTOR:	<u>Todd Spencer</u>		

SITE OBSERVATIONS:

PUNCHLIST FOR ACCEPTANCE OF MAINTENANCE

1. Seal all cracks in roadway
2. Kill and grub all vegetation growing between curb and asphalt
3. Remove all rocks 6 " and larger from right-of-way
4. Signage
5. Deadend barricades
6. Remove piles of material out of right-of-way
7. Positive drainage away from roadway
8. Waterstanding in ditch line
9. Environmental punchlist to follow from Betty Lambright

A handwritten signature of Todd Spencer in black ink.

Todd Spencer, Construction Inspector

4/21/2009

Date

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to consider the acceptance of road construction and drainage improvements, release of the construction bond, and acceptance of the maintenance bond for two years for Wimberley Springs subdivision, Phase 1.

CIRCLE ONE ACTION ITEM	Subdivision	<u>Road</u>	Staff Recommendation
-------------------------------	--------------------	--------------------	-----------------------------

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Conley

SUMMARY:

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW. The Road Department has inspected and approved the improvements. The only road segment that will be county maintained is Valley Springs Road (2,637 ft).

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:



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

6/24/09

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

RE: Wimberley Springs

Dear Commissioners and Judge:

Wimberley Springs Partners, LTD, Owner is requesting that Hays County accept the construction of Wimberley Springs Phase I and accept a maintenance bond in the amount of \$51, 189.76. Tracy A. Braton, P.E. has submitted a concurrence letter and as-built plans as required by Hays County.

I recommend that the construction be accepted.

Respectfully,

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



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:	Wimberley Springs	DATE:	6/2/2009
OWNER:	Wimberley Springs	WEATHER:	Overcast
CONTRACTOR:	Lowden Excavation	TIME:	7:00a
INSPECTOR:	Todd Spencer		

SITE OBSERVATIONS:

PUNCHLIST FOR ACCEPTENCE OF CONSTRUCTION

1. Signage (missing speed limit and private signs to be red)
2. Asphalt failures to be addressed
3. Clean dirt off roadway
3. Trash and debri to be removed from right-of-way
4. Dress eroded ditches
5. Old sign post to be removed
6. Clean silt out of culverts
7. Utility trenches to be back filled
8. Deadend barricades to be put in place
9. All signage to be of breakaway design
10. Environmental punchlist to be complete and approved by Betty Lambright

Todd Spencer, Construction Inspector

6/2/2009

Date



LOOMIS

PARTNERS

June 23, 2009

Mr. Winton Porterfield
Wimberley Springs Partners
2500 FM 2325
Wimberley, TX 78669

RE: Valley Springs Road

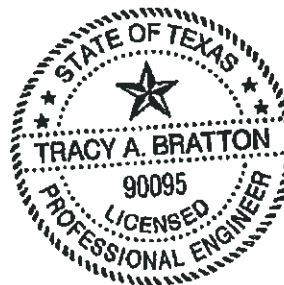
I, the undersigned Professional Engineer in the State of Texas, or my representative, made periodic visits to the above referenced project to observe construction of the street & drainage improvements, utility improvements and erosion/sedimentation controls per the approved construction plans. The work appeared to be in general compliance with the project plans and specifications, and no deficiencies in construction were visible or brought to my attention.

The only outstanding item I am aware of is the satisfactory establishment (per the plans) of vegetation in disturbed areas and a providing maintenance bond. Attached is the bond estimate previously supplied to the County Engineer, Jerry Borcharding, for revegetation (100% of revegetation cost) and maintenance (10% of construction cost for drainage and paving).

I recommend acceptance of this project by Hays County.

By: 

Tracy A. Bratton, P.E.,
Texas Licensed Engineer #90095
Loomis Partners
Firm # 2986
(512) 327-1180



Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Call for a public hearing on July 14, 2009 to establish traffic regulations on Buttercup Lane, CR 286.

CIRCLE ONE ACTION ITEM	Subdivision	Staff Recommendation
-------------------------------	--------------------	-----------------------------

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Conley

SUMMARY:

To establish: a speed limit of 25 MPH.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to consider the acceptance, with exceptions, of road construction and drainage improvements and release of the construction bond for Big Sky subdivision.

CIRCLE ONE ACTION ITEM	Subdivision	Road	Staff Recommendation
-------------------------------	--------------------	-------------	-----------------------------

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Conley

SUMMARY: Staff recommends acceptance, with exceptions, of construction of roads and drainage improvements within the platted ROW and release of the Construction Bond. Road segments include: Blue Sky Lane (3,320 ft.), Moondance Trail (700 ft.) and Starlight Trail (1,030 ft.).

The original plat called for private roads in this development. The developer has requested that the roads be accepted as public roads with county maintenance. Staff recommends that the roads and drainage improvements go through a 2 year maintenance period as private roads which will not require posting of a maintenance bond. After the two year maintenance period the roads would be reevaluated to determine if acceptance into the County maintenance system is warranted.

Exceptions to approval:

1. The entrance hot-mix paving failed density tests. In lieu of removing the material, staff recommends that the surface be re-evaluated after a three year maintenance period.
2. Erosion controls, though currently in place, are seen as minimal installations that may require further stabilization prior to the 2 year re-evaluation. It is staff recommendation that the developer be directly responsible for continued maintenance of erosion controls and final stabilization, allowing the County direct contact with the developer rather than having to work through a bonding company in the event of failures.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:



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

6/24/09

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

Subject: Big Sky Ranch

Dear Commissioners and Judge:

Randy Myers is requesting that Hays County release the construction bond of \$390,184.05. Big Sky Ranch is a private subdivision and is not seeking inclusion in the county maintenance system. Kelly Kilber, P.E. has submitted a concurrence letter and as-built plans as required by Hays County. I have reviewed the file regarding this subdivision and have determined that all requirements have been met per Hays County specifications.

I recommend that Hays County release the construction bond.

Respectfully,

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

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

**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:	Big Sky Ranch	DATE:	5/15/2009
OWNER:	Randy Myers	WEATHER:	overcast
CONTRACTOR:	Myers construction	TIME:	7:45a
INSPECTOR:	Todd Spencer		

SITE OBSERVATIONS:

7

PUNCHLIST FOR ACCEPTANCE OF CONSTRUCTION

1. Water standing in right-of-way of Mt. Sharp
2. Failed Asphalt issued to be resolved
3. All environmental punchlist items to be cleared with Betty Lambright
4. Kill vegetation growing through chipseal
5. dress eroded spots in right-of-way

A handwritten signature of Todd Spencer in black ink.

Todd Spencer, Construction Inspector

5/15/2009

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: Update of Hays County Strategic Policy Plan and State of Texas, Office of Comptroller, Local Government Management Assessment and Risk Assessments.

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: Update of what is happening with moving forward with the Hays County Strategic Policy Plan meetings with various stakeholder groups and the management assessment from the Comptrollers Office.

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 request funds from the Texas Comptroller of Public Accounts associated with unclaimed capital credits received from electric cooperatives and to certify that use of the funds will be for a program as specified under Local Government Code, Section 381.004.

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: NA

LINE ITEM NUMBER OF FUNDS REQUIRED: NA

REQUESTED BY: Hauff

SPONSORED BY: Sumter

SUMMARY:

The Texas Comptroller is authorized, under Section 74.602 of the Texas Property Code, to allocate a portion of the monies associated with unclaimed capital credits received from electric cooperatives back to counties in the cooperative's service area for use to support programs under Section 381.004 of the Local Government Code. The County must request these funds and certify that funds will be used for purposes as specified under Section 381.004. Copies of the Comptroller's notification letter and Section 381.004 of the Local Government Code are attached for review.

A similar letter was received from the Comptroller's Office last year, and the Commissioners Court approved requesting the funds on July 22, 2008 which amounted to \$1,014.64. The current amount available has not yet been determined. The County addresses use of the funds under Section 381.004(f) through support of a children's advocacy center by annual grants under our Community Service Agency Funding program.

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13528 • AUSTIN, TX 78711-3528



June 10, 2009

RECEIVED
JUN 13 2009

The Honorable Elizabeth Sumter
Hays County Judge
111 E. San Antonio St., Suite 300
San Marcos, Texas 78666-5557

Dear Judge Sumter:

As you may know, Section 74.602 of the Texas Property Code authorizes the Comptroller to allocate a portion of the unclaimed capital credits received from electric cooperatives back to counties in cooperatives' service areas. The Code also states that the money may only be used to fund an appropriate program under Section 381.004 of the Local Government Code.

The commissioners' court is the primary governing body and ultimate decision-making authority regarding the legitimacy of requests for funds under this provision. The amount available to each county will be based on total capital credits remitted this reporting year, minus anticipated claims as determined by the Comptroller.

If your office anticipates submitting a request for these funds, please refer to the following guidelines:

- Requests are to be submitted by the commissioners' court, in writing, to the Texas Comptroller of Public Accounts by July 31 of each year.
- Requests must include the complete name, address and federal tax identification number of the Commissioners' Court. Funds will be paid directly to the court.
- All requests must include certification that the purpose of the funds is in compliance with the provisions of Section 381.004 of the Texas Local Government Code.

Please mail your request(s) to: Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Reporting Section
P. O. Box 12019
Austin, Texas 78711-2019

If you have any questions concerning these procedures, please contact Elisa A. Flores by e-mail at Elisa.Alice.Flores@cpa.state.tx.us or by phone at (800) 321-2274, ext. 3-1072.

Sincerely,

A handwritten signature in blue ink that reads "Larry Schilhabel".

Larry Schilhabel
Section Supervisor
Holder Reporting Section

cc: Elisa A. Flores

LOCAL GOVERNMENT CODE
SUBTITLE B. COUNTY PLANNING AND DEVELOPMENT
CHAPTER 381. COUNTY DEVELOPMENT AND GROWTH

§ 381.004. COMMUNITY AND ECONOMIC DEVELOPMENT PROGRAMS
IN CERTAIN COUNTIES. (a) In this section:

(1) "Another entity" includes the federal government, the State of Texas, a municipality, school or other special district, finance corporation, institution of higher education, charitable or nonprofit organization, foundation, board, council, commission, or any other person.

(2) "Minority" includes blacks, Hispanics, Asian Americans, American Indians, and Alaska natives.

(3) "Minority business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by members of one or more minorities.

(4) "Women-owned business" means a business concern, more than 50 percent of which is owned and controlled in management and daily operations by one or more women.

(b) To stimulate business and commercial activity in a county, the commissioners court of the county may develop and administer a program:

(1) for state or local economic development;

(2) for small or disadvantaged business development;

(3) to stimulate, encourage, and develop business location and commercial activity in the county;

(4) to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors, and businesses;

(5) to improve the extent to which women and minority businesses are awarded county contracts;

(6) to support comprehensive literacy programs for the benefit of county residents; or

(7) for the encouragement, promotion, improvement, and application of the arts.

(c) The commissioners court may:

(1) contract with another entity for the administration of the program;

(2) authorize the program to be administered on the basis of county commissioner precincts;

(3) use county employees or funds for the program; and

(4) accept contributions, gifts, or other resources to develop and administer the program.

(d) A program established under this section may be designed to reasonably increase participation by minority and women-owned businesses in public contract awards by the county by establishing a contract percentage goal for those businesses.

(e) The legislature may appropriate unclaimed money the comptroller receives under Chapter 74, Property Code, for a county to use in carrying out a program established under this section. To receive money for that purpose for any fiscal year, the county must request the money for that fiscal year. The amount a county may receive under this subsection for a fiscal year may not exceed an amount equal to the value of the capital credits the comptroller receives from an electric cooperative corporation on behalf of the corporation's members in the county requesting the money less an

amount sufficient to pay anticipated expenses and claims. The comptroller shall transfer money in response to a request after deducting the amount the comptroller determines to be sufficient to pay anticipated expenses and claims.

(f) The commissioners court of a county may support a children's advocacy center that provides services to abused children.

(g) The commissioners court may develop and administer a program authorized by Subsection (b) for entering into a tax abatement agreement with an owner or lessee of a property interest subject to ad valorem taxation. The execution, duration, and other terms of the agreement are governed, to the extent practicable, by the provisions of Sections 312.204, 312.205, and 312.211, Tax Code, as if the commissioners court were a governing body of a municipality.

(h) The commissioners court may develop and administer a program authorized by Subsection (b) for making loans and grants of public money and providing personnel and services of the county.

Added by Acts 1989, 71st Leg., ch. 1060, § 3, eff. Aug. 28, 1989.
Amended by Acts 1997, 75th Leg., ch. 1037, § 3, eff. Sept. 1, 1997; Acts 2001, 77th Leg., ch. 254, § 1, eff. May 22, 2001; Acts 2001, 77th Leg., ch. 1154, § 1, eff. June 15, 2001; Acts 2003, 78th Leg., ch. 1275, § 2(109), eff. Sept. 1, 2003.

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 out of state travel for Judy Seim, Compliance/Collections Administrator to attend 2009 National Governmental Collections Conference 2009, to be held in Las Vegas, Nevada October 13-14, 2009

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

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

PREFERRED MEETING DATE REQUESTED: 6-30-2009

AMOUNT REQUIRED: 948.19

LINE ITEM NUMBER OF FUNDS REQUIRED: 611-5331

REQUESTED BY: Judy Seim

SPONSORED BY: Judge Sumter

SUMMARY: The National Governmental Collections Conference 2009 is a two day event with multiple sessions focusing on improving Court Collections and Compliance, Increasing Governmental Revenues and examining collections technologies. The purpose of the conference is to identify issues and discuss strategies positively impacting governmental collections via education, training, techniques and technology. Funds for the conference would be utilized from current continuing education fund.

Agenda Item Routing Form

DESCRIPTION OF Item: Approve out of state travel for Judy Seim, Compliance/Collections Administrator to attend 2009 National Governmental Collections Conference to be held in Las Vegas, Nevada October 13-14, 2009

PREFERRED MEETING DATE REQUESTED: June 30,2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$948.19 611-5331

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:

COMMISIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

National Governmental Collections Conference

October 13-14 • Las Vegas, Nevada

\$69 Per Night • Golden Nugget

NGCA
715 West Davis - P.O. Box 164
Conroe, Texas 77305

Government Isn't Recession Proof

Not since the 1920's has government faced a bigger challenge. With cities, counties, and states facing budget cuts and revenue shortfalls some of the best collection minds in the country will come together in Las Vegas to discuss solutions. Shouldn't you be there? To register or for more details go to: www.ngcagov.org

The National Governmental Collections Conference will focus on techniques and technologies specifically to increase government revenue. The conference is designed especially for:

- Judicial Collections - including criminal and civil courts, probation, parole, warrant, and law enforcement collections.
- State & Local Collections - including utility, ordinance, library, licensing, transportation, social services, student loan, and child support collections.
- Public Medical Collections - including medical, mental health, and EMS collections.

TS P1

HON. ELIZABETH SUMTER
HAYS COUNTY
111 E SAN ANTONIO ST STE 300
SAN MARCOS TX 78666-5534



National Governmental Collections Conference 2009 • Oct 13-14 • LAS VEGAS

A Fine Is Punishment Only if It is Collected

The *National Governmental Collections Conference* is a two day event with multiple sessions focusing on improving court collections and compliance, increasing governmental revenues, and examining cutting edge collections technologies. The purpose of the conference is to identify issues and discuss strategies positively impacting governmental collections via education, training, techniques, technology and developing standards by hosting a national focus event.

A recently released research report estimated that \$40 billion in delinquent debt is owed to local governments. Many cities, counties, and states will face budget deficits this year. More than a few are looking at ways to curb spending including reducing services, cutting programs, and eliminating jobs. But this issue is about more than lost revenue. Ultimately the taxpayers and citizens of every community in every state pays the price for this breakdown in the governmental process. This conference will explore solutions.

Conference Highlights

- Collections Bootcamp
- An Overview of Governmental Collections from Across the Country
- Measuring Collections Success
- Examining Payment Technology
- The Probation-Parole Connection to Collections
- Effective Use of Information Technology
- Motivating the Collections Staff
- Skiptracing 101
- Examining Predictive Dialer Technology
- Inside the Criminal Court Collections Department (Tour Las Vegas Municipal Court)

Registration

Registration is \$429.99 for members and \$529.99 for non-members. For details please visit our Website at: www.ngcagov.org. On-line registration is available for both credit card and checks, or make checks payable to NGCA and mail to:

NGCA
715 West Davis - PMB 164
Conroe, Texas 77305

For additional details contact Nadine Jenkins at (832) 296-4602

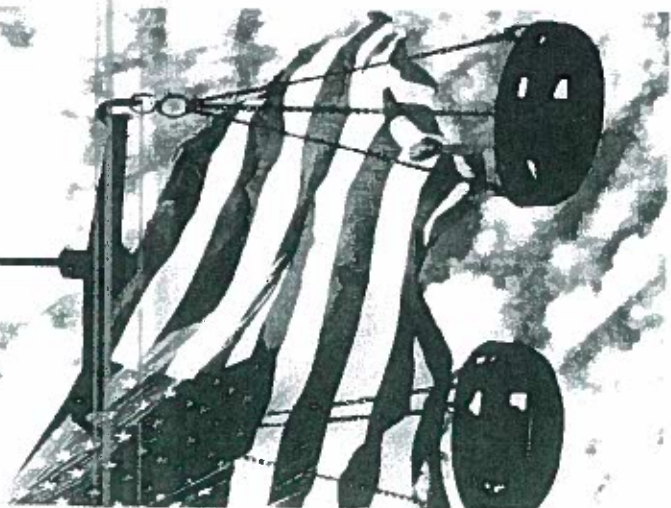
Accommodations

The Golden Nugget Hotel and Conference Center Las Vegas. Please make your own room reservations no later than 9/13/09 by calling (800) 634-3454. Ask for the special NGCA Conference rate of \$69. One night advance deposit required

National Governmental



Collectors Association



4:30- 5:30PM	Tour of Las Vegas Municipal Court	4:30- 5:30PM	Tour of Las Vegas Municipal Court
5:30PM	Conference Adjourn	5:30PM	Conference Adjourn

Contact: Nadine Jenkins, President
National Government Collectors Association
832-296-4602

[Home](#) | [About NGCA](#) | [Conferences & Events](#) | [Membership Info](#) | [Sponsorships & Advertising](#) | [Collection Testimonials](#)
[Collection Standards](#) | [Legislative Updates](#) | [NGCA Advisory](#) | [Tools-Tips-Resources](#)

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 appoint Jon Engel, Corky Kuhlmann and Kathy Boydston to the Hays County Parks and Open Space Advisory Board.

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: Jon Engel is currently on the board as a staff appointment, however staff appointments were eliminated in the new by-laws so I am nominating him and attached is Kathy Boydston and Corky Kuhlmann resumes.

Corky Kuhlmann
Senior Projector Manager
Executive Office
Land Conservation Program
Texas Parks and Wildlife Department
Corky.Kuhlmann@tpwd.state.tx.us
Phone: 754-1118

My duties at TPWD include but are not limited to items listed below;

- Senior Project manager for Texas Parks and Wildlife Dept. (TPWD) on land acquisition, exchange, and surplus property disposal.
- Sits on the Board for lease with the Texas Land Commissioner for the leasing of mineral rights owned by TPWD.
- Evaluates property under consideration for acquisition for its suitability to meet statewide needs for natural, historic, cultural, and recreation resources.
- Participates in Land Conservation Program planning including developing criteria for conservation needs and asset management.
- Develops funding strategies for acquisition utilizing capital appropriations, government grants, government partnerships, property exchanges, donations, bargain sales, conservation easements, proceeds from property disposals, and other mechanisms available to the Department.
- Negotiates terms and conditions for simple to complex land transactions, contracts for appraisals, boundary surveys, environmental audits, and cultural resource assessments.
- Prepares purchase and lease contracts.
- Negotiates lease, easement and surface use agreements. Reviews title commitments, deeds, and other legal documents.
- Prepares Commission Agenda Items and makes presentations of land transaction proposals to the Texas Parks and Wildlife Commission for their consideration.
- Coordinates land sale closing transactions.
- Assures compliance with state and federal laws relative to sale, exchange, or purchase of land.
- Investigates and solves problems involving boundary issues, encroachment, easements, and surface use on Department Land.
- Participates in the development of TPWD Lands.
- Review and analysis legislation affecting areas of responsibility on the Land Conservation Program.
- Coordinating projects with a variety of other government agencies, including, but not limited to United States Fish and Wildlife, United States Corp of Engineers, National Geodetic Survey, United States Geological Survey, Ducks Unlimited, Texas Archeological Society, General Land Office, Attorney Generals Office, TXDot, Texas Historical Commission, Texas General Services Commission, Lower Colorado River Authority and

many Land Trusts.

- Work with minimal supervision and with broad latitude for independent judgment in prioritizing time and structuring and initiating projects which further program goals and promote effective use of state resources.

Kathy Boydston
Program Leader
Wildlife Habitat Assessment Program
Texas Parks and Wildlife Department
(512) 389-4638 phone
(512) 389-4599 fax

Functional Job Description-Kathy Boydston

Manage the Wildlife Habitat Assessment Program whose primary function is to review and respond to intrastate, interstate and international development projects on both public and private property as well as Department properties. Prepare letters that provide the Department position to federal, state and local governments regarding the impacts of projects on the terrestrial and aquatic resources, facilitate the coordination of projects as needed with other divisions with the Department and obtain comments for response letter; provide comments and recommendations that will assist in reducing the impacts of those projects to those entities that permit, license or construct projects. Coordinate with other state and federal agencies at the executive level on these projects regarding Department position. Perform habitat evaluations on sites that will be impacted by development projects, perform habitat evaluations on sites that are proposed as mitigation for impacts from development projects. Work at the executive level with other federal and state agencies under the Fish and Wildlife Coordination Act with statewide restoration projects, provide assistance on executive level projects assigned to Department through legislature or governor's office. During legislative session review proposed legislation, prepare bill analysis and fiscal notes

Represent the Department at executive level on following committees and workgroups: Steering Committee on Interstate 69 Corridor, GIS Subcommittee on Interstate 69, Governor's Task Force on Trans Texas Corridor, Lower Colorado River Authority/San Antonio Water Supply Technical Advisory Committee; Memorandum of Understanding between Texas Parks and Wildlife and Texas Department of Transportation (regarding review of transportation projects), Hays County Habitat Conservation Plan, Texas Quail Conservation Initiative (establishment of quail habitat on mine sites); Department Point of Contact for the Sikes Act (review of military installation Integrated Natural Resource Management Plans statewide) and for projects reviewed through the Governor's Office of Texas Review and Comment System; Point of Contact for projects coordinated with U.S. Fish and Wildlife Service and U.S. Army Corps of Engineers under the Fish and Wildlife Coordination Act, represent the Department (non-voting) on State Water Plan, represent Department on wind energy development issues

Manage 4 headquarters and 4 regional staff, manage and develop program budget, administrative and personnel actions, prioritize activities, participate in Division meetings and activities, organization and general management duties of the program, branch and division and agency. Review all project comment letters written by staff before they are mailed out.

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 execute a Resolution declaring a Burn Ban in Hays County, Texas, effective immediately.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: SUMTER/CHAMBERS/TURNER

SPONSORED BY: SUMTER/CHAMBERS/TURNER

SUMMARY: Summary of county-wide conditions will be provided by staff in Open Court.



RESOLUTION

STATE OF TEXAS §
COUNTY OF HAYS §

WHEREAS, Hays county has not had any appreciable rainfall for an extended period; and

WHEREAS, weather forecasters offer little promise of change in these cold, dry conditions in the near future; and

WHEREAS, these cold, dry conditions pose the threat of large, fast-moving wild fires; and

WHEREAS, such fires have the potential of endangering lives and damaging property on a wide scale; and

WHEREAS, based on the condition cited above, the Hays County Judge declared a local state of disaster on or about June 23, 2009; and

WHEREAS, the Texas Local Government Code Chapter 352.081(c) authorizes the Hays County Commissioners Court to prohibit outdoor burning in the unincorporated area of the County if the commissioners court makes a finding that circumstances present in all or part of the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and

WHEREAS, the Hays County Commissioners Court finds, at this its regular, open meeting on June 30, 2009, that circumstances present in all or part of the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, BE IT RESOLVED that this prohibition against outdoor burning in all unincorporated areas of Hays County, Texas, pursuant to Chapter 352 of the Texas Local Government Code, is hereby declared and scheduled to last for ninety (90) days from the date of this Resolution, or until it is rescinded by action of the Hays County Judge, whichever occurs first;

AND BE IT FURTHER RESOLVED that this Resolution and Burn Ban shall substitute for the local disaster declaration executed by the Hays County Judge on or about June 23, 2009.

RESOLVED, ORDERED, AND DECLARED this the 30th day of June, 2009.

ELIZABETH SUMTER
HAYS COUNTY JUDGE

ATTEST:

LINDA C. FRITSCHKE
COUNTY CLERK

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute Change Order #3 to the contract with Westar Construction, Inc. for a deduction amount of \$49,500 for the Five Mile Dam Park project.

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hauff/Maiorka

SPONSORED BY: Ingalsbe

SUMMARY:

This Change Order is for a deduction of \$49,500 from the contract with Westar Construction, Inc. for the deletion of hydro mulch from all areas other than four soccer fields and the playground area for Phase I construction at Five Mile Dam Park. Placement of hydro mulch in these other areas is not feasible at this time due to the existing drought conditions, lack of landscape irrigation infrastructure in these areas due to limited funding under the Phase I construction contract, and current watering restrictions imposed by the City of San Marcos/Edwards Aquifer Authority.

It is requested that these funds be reserved for inclusion in the Phase II construction at Five Mile Dam Park, to provide for hydro mulch/seed establishment on the remaining six soccer fields and other unseeded areas at the park. The majority of Phase II construction will be funded through the City of San Marcos, as a partner in this project, with the County remaining as the contracting entity for the project. The City has committed, through existing Interlocal Agreement with the County, to operate and maintain that new portion of the Park containing the soccer fields upon construction completion.

Change Order

Project: 5 Mile Dam Park

Owner: Hays County, TX

Contractor: Westar Construction Inc.

Architect/ Engineer: Land Design Partners

Change Order #: 3

Make the following <u>Deletion</u> changes to the work described in the contract documents:	
-	Deletion of remaining of Hydro Mulch (hydro mulch on 4 fields and areas around playground were installed prior to this change order)

The original contract sum was:	\$1,587,000.00
Net amount of previous change orders:	\$288,800.00
Total original contract amount plus or minus net change orders:	\$1,875,800.00
Total amount of this change order:	-\$49,500.00
The new contract amount including this change order will be:	\$1,826,300.00
The contract time will be changed by the following number of days:	(0) Days
The date of completion as of the date of this change order is:	September 6, 2009

Contractor:

Signature  Date 06/18/09

Owner:

Signature _____ Date _____

Architect/ Engineer:

Signature  Date 6-22-09

Signature _____ 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

AGENDA ITEM: Discussion and possible action to approve the purchase of a storage Shed for the Extension Office and to amend the budget accordingly.

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: \$1513.00

LINE ITEM NUMBER OF FUNDS REQUIRED: From 403-5271 to 403-5741

REQUESTED BY: SUSAN SCHRAMM

SPONSORED BY: SUMTER

SUMMARY:

Replace old shed with new one.

Agenda Item Routing Form

DESCRIPTION OF Item: Approve the purchase of a storage Shed for the Extension Office and to amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: June 30, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$1513.00 **From 403-5271 to 403-5741**

COUNTY PURCHASING GUIDELINES FOLLOWED: ____ Yes ____

PAYMENT TERMS ACCEPTABLE: ____ Yes ____

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: ____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: ____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: ____

STX 0159

12*20 BUILDING

, HAYS
.92SALESPERSON: HUEBNER, HOWARD
SALES #: 60479

262020388

DATE ESTIMATED: 06/22/09

ITEM DESCRIPTION	VEND PART #	PRICE
4X8 ABTCO KNOTTY BARNSIDE UNPR		296.12
2X4X92 5/8 KD WW SELECT STUD 5089		91.80
2X4X16 TOP CHOICE KD WHITEWOOD 5089		22.02
2X4X12 TOP CHOICE KD WHITEWOOD 5089		14.52
23/32"X4X8 RATED SHEATHING		95.12
4X4X16 #2 .40 ACQ TREATED NA		35.64
4X4X8 ACQ .40 TOP CHOICE TREAT 44081EE		14.19
2X8X12 ACQ TOP CHOICE TREATED 500001500802		113.76
2X4X96" TOP CHOICE STUD 24SCP.96		18.40
16X8 ALUM MILL UNDEREAVE VENT EV16872MF		2.62
1X4X8 CEDAR BOARD		78.80
Z MOULDING VINYL 10FT WHITE		5.31
DRIP EDGE GALV 4 1/2"X1"X10' G45TSRE		14.56
ROOF FELT 4 SQ. NO.15 ASPHAL		29.38
7/16IN X 4FT X 8FT OSB SHEATHI 13287		53.69
OC AMBER CLASSIC 20YR		208.35
6 SWIVEL HASP ZN 226- 226-506		9.17
EXTRA-HEAVY T-HINGE 6 IN 14-5 33028ZCLLG		22.62
NAIL COMMON GALV 5 LB 6 D		55.30
NAIL COMMON BRT 5LB 16D(-65432 CN5B16D		45.00
R13 KRAFT 106.56SQ' 15"X93"EAS EFK001		103.15
R-13 KRAFT BATTS 23"X93" 163.3 K292		183.48
12' WIDE GAMBREL TRUSSES LOWES GAMBREL		0.00
TOTAL FOR ITEMS		1513.00
FREIGHT CHARGES		0.00
DELIVERY CHARGES		0.00
TAX AMOUNT		0.00
TOTAL ESTIMATE		1513.00

McCoy's

110 WONDER WORLD DR

(512)396-1755

78666-0092

Fax: (512)396-1753

Date: 6/18/2009

* LINE ITEM QUOTE *

6:24 PM

ORDER: 249718

Page: 1

00
11101-001

FAX

F HAYS
N ANTONIO ST.

(512)393-2259

12X20 SHED
RON KNOTTS

C5

05, TX 78666

70
065 RANDY H.Terms: NET 10TH PROX
Tax ID # EXEMPTOur Order # 249718
P O #

DESCRIPTION	QTY	U/M	UNIT PRICE	U/M	EXTENDED PRICE	TAX
4X6-20' #2 TREATED PINE	3	EA	36.470	EA	109.41	
2X6-12' #2 PRIME TREATED PINE	16	EA	5.558	EA	88.93	
2X6-20' #2 TREATED PINE	2	EA	9.673	EA	19.35	
23/32" T&G PLYWOOD STURDIFLOOR	8	EA	19.190	EA	153.52	
1/4"X3"X1/2X50 POLY SILL SEALER	2	EA	3.027	EA	6.05	
2X4-10' #2 TREATED PINE	2	EA	3.350	EA	6.70	
2X4-20' #2 TREATED PINE	2	EA	7.670	EA	15.34	
2X4-12' #2 (OR STD/BTR) SPF/HF	4	EA	2.789	EA	11.16	
2X4-20' #2 (OR STD/BTR) SPF/HF	4	EA	5.105	EA	20.42	
2X4-92 5/8" STUD HF/ESLP/SPF	64	EA	1.596	EA	102.14	
2X6-12' #2 SOUTHERN PINE	12	EA	3.687	EA	44.24	
2X8-10' #2 SOUTHERN PINE	1	EA	3.830	EA	3.83	
2X8-10' #2 SOUTHERN PINE	4	EA	3.830	EA	15.32	
2X6-12' #2 SOUTHERN PINE	16	EA	3.687	EA	58.99	
2X6-10' #2 SOUTHERN PINE	8	EA	3.158	EA	25.26	
2X6-8' #2 SOUTHERN PINE	8	EA	2.390	EA	19.12	
2X4-10' #2 (OR STD/BTR) SPF/HF	16	EA	2.376	EA	42.77	

Sub-total

Tax %

Tax

TOTAL

CONTINUED

Thank You for Shopping at McCoy's

110 WONDER WORLD DR.

(512)396-1755

78666-0092

Fax: (512)396-1753

Date: 6/18/2009

6:24 PM

ORDER: 249718

01-001

Page: 2

FAX

AYS

ANTONIC ST.

(512)393-2259

SHIP TO

12X20 SHED

RON KNOTTS

TX

78666

Terms NET 10TH PROX

Our Order # 249718

RANDY H.

Tax ID # EXEMPT

P O #

DESCRIPTION	QTY	U/M	UNIT PRICE	U/M	EXTENDED PRICE	TAX
7/16" OSB SHEATHING	14	EA	5.112	EA	71.57	
CLASSIC SHINGLE DRIFTWOOD	6	SQ	54.551	SQ	327.31	
#15 FELT ASTM 4869	3	RLS	18.536	RLS	55.61	
OVERHANGING DRIP EDGE 10'	9	EA	2.365	EA	21.29	
1X6-16' CEDAR APPEARANCE BOARD	5	EA	11.876	EA	59.38	
1X2-16' CEDAR APPEARANCE BOARD	5	EA	3.876	EA	19.38	
3/8" 8" OC SMART PANEL II 4X8'	19	EA	21.562	EA	409.68	
"Z"BAR FLASHING 7/16" 10' GALV	3	EA	2.213	EA	6.64	
1X4-8' CEDAR APPEARANCE BOARD	11	EA	2.876	EA	31.64	
1X4-10' CEDAR APPEARANCE BOARD	4	EA	3.876	EA	15.50	
2X6-8' #2 SOUTHERN PINE	3	EA	2.390	EA	7.17	
2X8-8' #2 SOUTHERN PINE	2	EA	2.966	EA	5.93	
TEE HINGE HVY DTY SET 6" GALV	6	EA	8.091	EA	48.55	
LUS26Z 2X6 JOIST HANGER Z-MAX	28	EA	.635	EA	17.78	
LU26 2X6 JOIST HANGER	28	EA	.497	EA	13.92	
H2.5AZ HURRICANE TIE Z-MAX	28	EA	.398	EA	11.14	
1-1/4" ELCTROGALV JOIST HNGR1#	2	EA	3.487	EA	6.97	

Sub-total

Tax %

Tax

TOTAL

CONTINUED

Thank You for shopping at McCoy's



110 WONDER WORLD DR.

(512)396-1755

78666-0092

Fax: (512)396-1753

00

Date: 6/18/2009

11101-001

* LINE ITEM QUOTE *

6:24 PM

ORDER: 249718

Page: 3

FAX

F HAYS

N ANTONIO ST.

(512)393-2259

12X20 SHED

RON KNOTTS

OS, TX

78666

70

Terms NET 10TH PROX

Our Order # 249718

065 RANDY H.

Tax ID # EXEMPT

PO #

DESCRIPTION	QTY	U/M	UNIT PRICE	U/M	EXTENDED PRICE	TAX
7/8" PLASTIC CAP NAIL 1#BOX	2	EA	6.155	EA	12.31	
1" ROOFING EG NAILS 5#	2	EA	7.536	EA	15.07	
FREE DELIVERY	1	MLS	.00	MLS	.00	

This ESTIMATE is given as a price quote only for the materials listed. It is not intended as a complete material list for your projects.

- Prices are subject to change without notice. - *

SIGNATURE: _____

6/25/2009 Weight: 7024

Subtotal	Tax %	Tax	TOTAL
1899.39	.00	.00	1,899.39

Thank You for Shopping at McCoy's

TUTTLE LUMBER CO.

SERVING CENTRAL TEXAS SINCE 1950
228 GUADALUPE - P.O. BOX 2210
SAN MARCOS, TEXAS 78667
512-392-0151 • FAX 512-392-0851
www.tuttlelumber.com

PAGE NO 1

VISIT US ON OUR WEB SITE
TUTTLELUMBER.COM

ATTENTION
ITOR
78666

CUST#: 26278
TERMS: DUE 10TH OF MONTH
P.O.#: STORAGE

DOC #: 426806
DATE : 6/23/09 TIME : 8:55
CLERK: ZS TERM#556
SLSPR: ZS MICHAEL W.
TAX : 001 TEXAS

EXP. DATE: 6/24/09

EST.#: 426806

* ESTIMATE *

DESCRIPTION	UNITS	QUANTITY	PRICE/PER	EXTENSION
4 X 6 X 12 #2 TREATED MCA	4	16.99	16.99 /PC	67.96 N
2 X 6 X 20 #1 TREATED MCA	12	12.59	12.30 /PC	147.60 N
ASK FOR CONSUMER HANDLING INFO.				
2 X 6 X 12 #1 TREATED MCA	4	7.29	7.12 /PC	28.48 N
3/4 X 4 X 8 TREATED CDX PLYWOOD	8	21.99	21.99 /PC	175.92 N
ASK FOR CONSUMER HANDLING INFO.				
2 X 4 X 16 SPF #2 & BTR	12	4.19	4.09 /PC	49.08 N
2 X 4 X 92 5/8 SPF PREMIUM STUD	65	1.79	1.79 /PC	116.35 N
2 X 6 X 12 #2 YELLOW PINE (HT)	16	4.49	4.39 /PC	70.24 N
2 X 8 X 14 #2 YELLOW PINE (HT)	1	5.79	5.66 /PC	5.66 N
2 X 8 X 12 #2 YELLOW PINE (HT)	1	5.29	5.17 /PC	5.17 N
2 X 6 X 14 #2 YELLOW PINE (HT)	22	4.49	4.39 /PC	96.58 N
2 X 4 X 8 SPF #2 & BTR	10	1.99	1.94 /PC	19.40 N
7/16-4 X 8 ORIENTED STRAND BOARD	20	6.39	6.39 /PC	127.80 N
15# FELT A.S.T.M. (COVERS 4 SQ.)	2	24.99	24.99 /PC	49.98 N
7/16 X 4 X 8 TXT HARDWOOD 8" OC	20	19.49	19.49 /PC	389.80 N
1 X 4 X 8 #2 YELLOW PINE (HT)	8	1.89	1.80 /PC	14.40 N
1 X 4 X 14 #2 YELLOW PINE (HT)	6	3.49	3.32 /PC	19.92 N
2 X 6 X 16 (GROOVED R/S SPF FACTA	7	11.29	10.74 /PC	75.18 N
1/4 X 16 X 12 PRIMED VNT HARDWOOD-FIT	4	19.59	19.14 /PC	76.56 N

(CONT'D)

IVED BY
its will not be made unless
of delivery.
panied by this sales receipt.
eturned for credit.
be assessed on all merchan-

TUTTLE LUMBER CO.

SERVING CENTRAL TEXAS SINCE 1950
 228 GUADALUPE - P.O. BOX 2210
 SAN MARCOS, TEXAS 78667
 512-392-0151 • FAX 512-392-0851
 www.tuttlelumber.com

PAGE NO 2

VISIT US ON OUR WEB SITE
 TUTTLELUMBER.COM

FINANCE CUST#: 26278
 OR TERMS: DUE 10TH OF MONTH
 666 P.O.#: STORAGE

DOC #: 426806
 DATE : 6/23/09 TIME : 8:55
 CLERK: 25 TERM#556
 SLSR: 25 MICHAEL W.
 TAX : 001 TEXAS

EXP. DATE: 6/24/09

EST.#: 426906

* ESTIMATE *

DESCRIPTION	UNITS	QTY	PRICE/PER	EXTENSION
1/4"X12' VINYL H-CHANNEL	3	13.99	13.67 /PC	41.01 N
1/4" X 12' VINYL H-CHANNEL	2	5.99	5.39 /PC	10.78 N
5# FELT A.S.T.M. (COVERS 4 SQ.)	1	24.99	24.99 /PC	24.99 N
TANKO WEATHERED WOOD(20YR 3-TAR)	4	55.99	55.99 /EA	223.96 N
VINYL RIDGE VENT (12" X 4')	5	8.49	8.07 /PC	40.35 N
10' STYLE "D." DRIP EDGE	8	3.29	2.96 /PC	23.68 N
1 X 2 CEDAR (WRC PREM KNOTTY) LF	96	.34	.32 /LF	30.72 N
1/2 X 4 X 8 SHEETROCK	16	5.99	5.78 /PC	92.48 N
31/2X15 R13 INSULATION 88.12 SF	6	25.99	25.99 /PC	155.94 N
5/8 X 4 X 8 FIRE RATED SHEETROCK	8	7.49	7.23 /PC	57.84 N
10X16 CFR R30 INSULATION 53.33SF	5	30.99	30.99 /PC	154.95 N
PLEASE READ AND UNDERSTAND	1		/EA	N
THIS IS AND ESTIMATE ONLY				
IT IS THE RESPONSIBILITY OF THE				
OWNER/GENERAL CONTRACTOR TO				
VERIFY THIS LIST HAS ADEQUATE				
MATERIAL TO COMPLETE YOUR PRO-				
JECT. TUTTLE LUMBER WILL NOT BE				
HELD RESPONSIBLE FOR ANY				
ADDITIONAL MATERIALS NOT LISTED				

CONT'D

ED BY

will not be made unless
 delivery.
 led by this sales receipt.
 med for credit.
 assessed on all merchan-

TUTTLE LUMBER CO.
 SERVING CENTRAL TEXAS SINCE 1950
 228 GUADALUPE - P.O. BOX 2210
 SAN MARCOS, TEXAS 78667
 512-392-0151 • FAX 512-392-0851
 www.tuttlelumber.com

PAGE NO 3

VISIT US ON OUR WEB SITE
 TUTTLELUMBER.COM

NTENANCE
 OR

CUST#: 26278
 TERMS: DUE 10TH OF MONTH
 P.O.#: STORAGE

DOC #: 426806
 DATE : 6/23/09 TIME : 8:55
 CLERK: 25 TERM#556
 SLSPR: 25 MICHAEL W.
 TAX : 001 TEXAS

EXP. DATE: 6/24/09

EST.#: 426806

 * ESTIMATE *

DESCRIPTION	UNITS	QUANTITY	PRICE/PER	EXTENSION
TUTTLE LUMBER RESERVES THE RIGHT TO CORRECT ANY CLERICAL ERRORS THAT MAY BE FOUND ON THIS LIST. SIGNED _____				
TAXABLE				0.00
NON-TAXABLE				2392.78
SUBTOTAL				2392.78
TAX AMOUNT				0.00
TOTAL AMOUNT				2392.78

UNATE ** ESTIMATE ** ESTIMATE **

ED BY
 will not be made unless
 delivery.

led by this sales receipt.
 med for credit.

assessed on all merchan-

(RON KNOTT-MAINT 7)

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 amend the budget for the Personal Health Department and authorize transfer of funds in the amount of \$1922.00 from adult vaccines to miscellaneous capital improvements.

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

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: \$1922.00

LINE ITEM NUMBER OF FUNDS REQUIRED: Transfer from 35-412-5232 to 35-412-5741

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Sumter

SUMMARY:

The front reception areas in both the San Marcos and Kyle clinics are very open and provide no privacy for the clients when administrative staff is screening them for services. Likewise, clients have full view of the reception area and are able to hear telephone and other conversations occurring in those areas. In an effort to be compliant with the HIPAA privacy act and provide a greater degree of privacy and confidentiality for both clients and staff, the Personal Health Department requests authorization to transfer the funds to install glass privacy screens at the front reception desks in both San Marcos and Kyle clinics at a cost of \$1922.00.

Agenda Item Routing Form

DESCRIPTION OF Item: Amend the budget for the Personal Health Department and authorize transfer of funds in the amount of \$1922.00 from adult vaccines to miscellaneous capital improvements.

PREFERRED MEETING DATE REQUESTED: June 30, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$1922.00 Transfer from 35-412-5232 to 35-412-5741

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: Will this money be needed if a swine flu vaccine is developed prior to October 1?

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

MORRIS GLASS CO.

950 IH-35 South
New Braunfels, TX 78130
(830) 625-6987
1-866-628-0909

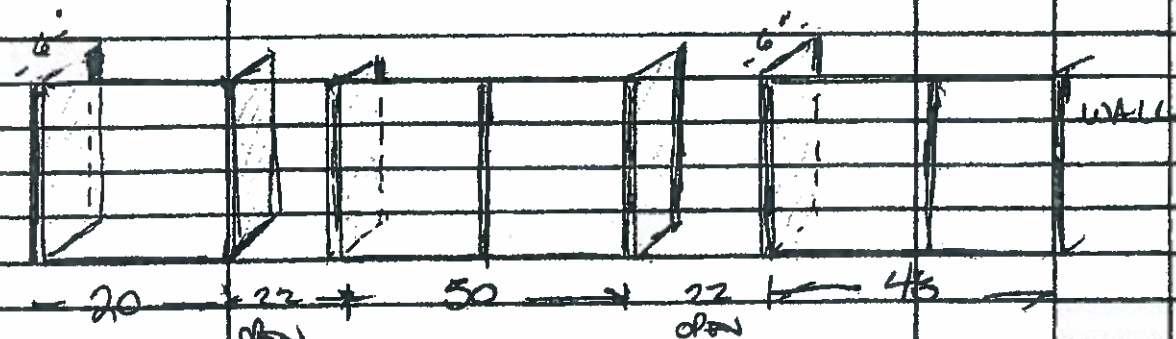
SAN MARCOS GLASS CO.

1430 IH-35 North
San Marcos, TX 78666
(512) 353-3112
1-877-721-1230

24126

NAME KYLE HEALTH DEPARTMENT
ADDRESS 150 LOCKHART ST
KLBY
PHONE DEBBIE 393-5540 FAX 393-5530

QUOTE 4-21-09
AM/PM
INSTALL
AM/PM

QUANTITY	SIZE	DESCRIPTION	UNIT PRICE	AMOUNT
		PARTITION w/ ALUM POSTS		
		OBS. GLASS (TEMP)		
				
		GLASS \$378 ¹⁶		
		POSTS 390 ¹⁶		
		SUBTOTAL \$768 ¹⁶		
		LABOR 180 ⁰⁰		
		TOTALLED \$948 ⁰⁰		

MEASURED FRANK INSTALLED
COMPLETE

LABOR

TAX

TOTAL DUE

Unless other arrangements have been made,
Full Payment is Due upon completion.

Thank You for your Business

DATE

CUSTOMER SIGNATURE



HAYS COUNTY PERSONAL HEALTH DEPARTMENT

Glass with Class

Gary - 396-4527

Came to health dept
to give quote.

I called Gary to see if
they had workers comp Ins.

He said "no" he was a "Sole Proprietor"

I told Gary it was County Policy
that all work for the County - had
to have workers comp.

Thanked him for his time for
coming out to give us a quote
anyway.

Debbie Nabe

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 transfer of funds in the amount of \$1737.00 from medical supplies to office equipment.

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

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: \$1737.00

LINE ITEM NUMBER OF FUNDS REQUIRED: Transfer from 35-412-5231 to 35-412-5711

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Sumter

SUMMARY:

Transfer of funds is necessary to purchase a chart cabinet for additional storage for well child charts. Funds will be transferred from 35-412-5231 to 35-412-5711.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize transfer of funds in the amount of \$1737.00 from medical supplies to office equipment.

Transfer of funds is necessary to purchase a chart cabinet for additional storage for well child charts. Funds will be transferred from 35-412-5231 to 35-412-5711.

PREFERRED MEETING DATE REQUESTED: June 30, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER \$1737.00 35-412-5231 to 35-412-5711

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: Is this something that Bldg Mtc could install to save the installation fee?

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

ACRATOD of Austin, Inc.



SERVICE SINCE 1939

2605 Buell Avenue, Austin, Texas 78757-7697

(512) 451-0198 • Fax (512) 467-9012 • E-Mail sales@acratod.com

CUSTOMER

Hays County Health

SS40

(512) 393.5530

SHIP TO

San Marcos

We are pleased to submit the following quotation

QUOTED #		DATE		CUSTOMER ORDER NO.	
Debbie Shehane		4/24/09			
TAXABLE		IF NON-TAXABLE GIVE PERMIT NO.		O.K. TO SHIP PARTIAL	
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				<input type="checkbox"/> YES <input type="checkbox"/> NO	
				SHIP	
				<input checked="" type="checkbox"/> PREPAID <input type="checkbox"/> COLLECT	
				FOB POINT	
				TERMS	
				NET 10 DAYS	
ITEM	QUANTITY	MODEL NO.	DESCRIPTION	PRICE	AMOUNT
1	1	8348 B3	7 HIGH 48" WIDE ACCORDIAN Door CABINET		2,881 ⁰⁰
			TXMAS CONTRACT 4-7110360-13		
			TXMAS DISCOUNT 59.35%		
			NET		1,171 ¹³
			FRSIGHT, INSIDE DELIVERY, INSTALLATION		\$565 ⁰⁰
					\$1,736 ¹³
COMMENTS: COCOR IS "MIST"					
SALES REPRESENTATIVE		CUSTOMER ACCEPTANCE		DATE	
Tom Beine					
TOTAL				1,736 ¹³	

NOTE: PRICES SUBJECT TO CHANGE WITHOUT NOTICE.

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 a Notice of Rate Change Agreement with the City of Buda relating to the monthly amount due for law enforcement services provided by the Sheriff's Office to the City of Buda pursuant to a prior Interlocal Agreement; and discussion and possible action to give a Notice of Rate change to City of Buda pursuant to section 1.6 (90-day notice of rate change) for Sheriff's Office step increase.

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

PREFERRED MEETING DATE REQUESTED: June 30th, 2009

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Commissioner Barton

SUMMARY:

1 - In 2007, the City of Buda and the HCSO entered into an Interlocal Agreement ("Agreement") whereby the City of Buda agreed to pay a monthly rate to Hays County for certain law enforcement services provided by the Sheriff's Office. Pursuant to the section 2.5 and 8.3 of the Agreement, the Sheriff, with the approval of the Commissioner's Court, and the City may agree to an Agreed Rate Change to increase the monthly payments to a monthly rate that is sufficient to cover the agreed level of law enforcement services sought by the City. The cost analysis substantiating the rate change has been reviewed and approved by the County Auditor. Except for the new monthly rate, including a prorated payment in June, the rate change will not alter the prior Agreement;

2 - Pursuant to Section 1.6 of the Agreement, the County must give notice 90-days notice when it anticipates the need for an increase in monthly payments. The County anticipates there may be a need for an increased monthly payment due to a step increase.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to approve the purchase of a check Pressure seal machine, a one year maintenance contract plus pressure seal stock and to amend the budget accordingly.

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

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: \$3650.00

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Michele Tuttle, Hays County Treasurer

SPONSORED BY: Liz Sumter, Hays County Judge

SUMMARY: With the purchase of the new financial software through New World Systems, there will be many changes. One change is the type of check that Hays County will be using. The new check will be an 8 ½ x 14 check which allows for more information to be printed on the check stub. This check stock will be used for all of our accounts payable checks, payroll checks and payroll direct deposit slips. The checks are automatic seal checks that will need to be run through a specialized desktop machine. Attached are the 3 quotes. The following is what will be needed:

1 ISM Pressure Seal Folder Sealer Equipment	\$1750.00
Shipping Cost @	95.00
One year maintenance	295.00
Stock	1506.50
	<hr/>
	\$3646.50

We have estimated that it takes approximately 24 hours per month to fold, stuff and seal envelopes along with having to print out labels. Along with the savings of using less envelopes and labels, we believe the return on this investment should pay for itself in less than a year. Afterwards, there will only be the annual maintenance expense and stock fee.

DESCRIPTION OF Item: Discussion and possible action to approve the purchase of a check Pressure seal machine, a one year maintenance contract plus pressure seal stock and to amend the budget accordingly.

PREFERRED MEETING DATE REQUESTED: June 30, 2009

COUNTY AUDITOR

AMOUNT AND FUND LINE ITEM NUMBER: \$3650.00 Unbudgeted

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ Yes _____

PAYMENT TERMS ACCEPTABLE: _____ Yes _____

COMMENTS: I recommend we pay for this out of Countywide Equipment (01-414-5711) or Contingencies (01-414-5399).

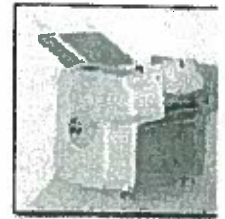
Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

ISM Pressure Seal Folder Sealer Equipment



[Click to Enlarge](#)

Click to Enlarge

EXTREME
EFFICIENCY

Products to Simplify



Folder/Sealer Equipment
[More Information](#)

The latest addition to the PSMailers family. Built on patented and proven technology, the new PSMailers ISM makes pressure seal a viable option for the smallest of offices. Organizations processing as few as 6,500 documents per year can cost justify the PSMailers ISM.

Specifications	
Hopper Capacity	65 Sheets
Speed	1,800 per hour
Duty Cycle	10,000 Monthly
Paper Size	Up to 8.5" x 14"
Folds	Z, EZ, C, V, and custom
Fold Plates	Manual
Counter	No
Conveyor	No - catch tray optional
Doubles Detection	No
Weight	50 lbs

Advanced Replacement Service	
Folder / Sealer	Price Per Year
ISM	\$295.00

On-Site Service Options	
Description	Price Per Year
Next Business Day	\$691.00
Priority 4 Hour Response	\$774.00
7x24x4 Response	\$1,238.00

Warranty

3 Months Depot 

Install

Self/Phone Install

Pressure Seal Fold Styles



- **A:** The versatile Z Fold is the most popular
- **B:** The eccentric Z Fold (EZ)
- **C:** The C Fold
- **D:** The V Fold
- **E:** Z Fold, extra voucher (ZX)

The
perfect
location
for your
new
PSMailers
folder/sealer



Two Doo
(Sold Se

BUY ONLINE AND SAVE *plus* GET LOCAL SERVICE!

ON-SITE SERVICE OPTIONS AVAILABLE FROM ONE OF THE THE NATION'S BEST COMPANIES:



To buy or discuss a service contract:

Call Kodak at 1-800-464-5030, Monday thru Friday 8am to 5pm EST.
Have your model number and serial number ready

To request a Kodak service call:

Call Kodak at 1-800-356-3253, Monday thru Friday 8am to 10pm EST.
Have your customer number and machine's serial number ready.

The service representative will have your service contract on file and will locate technician for you.

WE WILL CONTACT YOU WITH THE SHIPPING COST ON ITEM

Instant Price Quote:

See your instant price and
preview by choosing options below

Subtotal Price: \$1,750.00

AVAILABLE OPTIONS: FILL IN YOUR INFO

Advanced Replacement Service :

On-Site Service Options :

Two Door Cabinet :

ISM II Pressure Seal Folder Sealer Equipment



[Click to Enlarge](#)

Click to Enlarge


EXTREME
EFFICIENCY


Products to Simplify




Folder/Sealer Equipment
[More Information](#)

PSMailers ISM II builds upon the ISM platform with increased speeds, duty cycles includes a digital counter with manual and batch counting modes.

Specifications	
Hopper Capacity	250 Sheets
Speed	3,000 per hour
Duty Cycle	30,000 Monthly
Paper Size	Up to 8.5" x 14"
Folds	Z, EZ, C, V, and custom
Fold Plates	Manual
Counter	Yes, Manual Batch
Conveyor	No - catch tray optional
Doubles Detection	No
Weight	59 lbs
Warranty	3 Months Depot 
Install	Self/Phone Install

Advanced Replacement Service 	
Folder / Sealer	Price Per Year
ISM II	\$395.00

On-Site Service Options 	
Description	Price Per Year
Next Business Day	\$691.00
Priority 4 Hour Response	\$774.00
7x24x4 Response	\$1,238.00

Pressure Seal Fold Styles



- **A:** The versatile Z Fold is the most popular
- **B:** The eccentric Z Fold (EZ)
- **C:** The C Fold
- **D:** The V Fold
- **E:** Z Fold, extra voucher (ZX)

The
perfect
location
for your
new
PSMails
folder/sealer

Two Doo
(Sold Se

BUY ONLINE AND SAVE *Plus* GET LOCAL SERVICE!

ON-SITE SERVICE OPTIONS AVAILABLE FROM ONE OF THE THE NATION'S BEST COMPANIES:



To buy or discuss a service contract:

Call Kodak at 1-800-464-5030, Monday thru Friday 8am to 5pm EST.
Have your model number and serial number ready

To request a Kodak service call:

Call Kodak at 1-800-356-3253, Monday thru Friday 8am to 10pm EST.
Have your customer number and machine's serial number ready.

The service representative will have your service contract on file and will locate technician for you.

WE WILL CONTACT YOU WITH THE SHIPPING COST ON ITEM

Instant Price Quote:

See your instant price and
preview by choosing options below

Subtotal Price: \$3,100.00

AVAILABLE OPTIONS: FILL IN YOUR INFO

Advanced Replacement Service ②:

No

On-Site Service Options ②:

No

Two Door Cabinet ②:

No



ENTERPRISES, INC.

9901 Broadway, Suite 111 • San Antonio, TX 78217
 210-308-7400 • Fax: 210-930-5591 • Email: mac@safeguardsanantonio.com
 "Your Success... Our Business 1986" • Woman Owned Business
www.safeguardsanantonio.com

_06/_15_/09

To: Michelle Tuttle, Treasurer
 Hays County
 FROM: Mac Ellsworth
 Safeguard Enterprises, Inc.

RE: Price Quote-ISM Pressure Seal Machine

I am able to offer you the following price on the ISM Model Pressure Seal Folder/Sealer Machine. Thank you for the opportunity to quote this item.

ITEM:

ISM- Low Volume Pressure Seal Folder Sealer
 Hopper Capacity- 65 Sheets
 Speed- Fixed/1800 Per Hour, 11" Forms- 1500 14" Forms
Machine pulls from bottom, forms may be added while running
 Paper Size: Up to 8 1/2" x 14"
 Folds: C, V, Z, EZ
 Wt.: 50 Lbs.

Warranty: 3 Months Depot

Installation: Self/Phone Installation. *Safeguard Enterprises will setup machine and demonstrate operation to staff.*
 Made in USA

Optional Catch Tray: \$150.00

Advanced Replacement Option: \$345.00 per year. Mechanically defective machine replaced with a new machine. Customer is responsible for inbound and outbound freight.

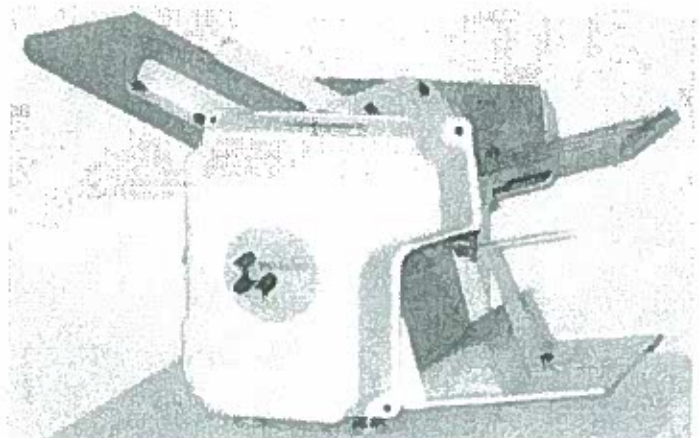
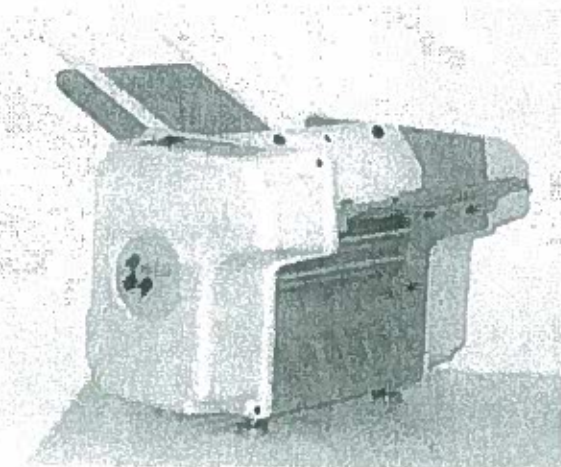
On Site Service Options: Next Day Response-\$691.00 per Yr.

Priority 4 Hour Response- \$774.00 per Yr.

ALL PRICES PLUS SHIPPING: ESTIMATED SHIPPING, \$95.00

<u>QUANTITY*</u>	<u>PRICE**</u>
1	\$1800.00

PRICE VALID THRU 05/31/10



SHOWN WITH OPTIONAL CATCH TRAY

01/09

**RELYCO PROPOSAL # 057837 • June 19, 2009**

Your Relyco Representative is Michelle Blouin
Email: mblouin@relyco.com • Direct Line: (603) 516-3642
100 Main Street, Ste 222 • Dover, NH 03820-3885

BILLING ADDRESS: 036477
HAYS COUNTY PURCHASING
111 E San Antonio St Ste 101
San Marcos TX 78666

SHIPPING ADDRESS: 036477
HAYS COUNTY PURCHASING
111 E San Antonio St Ste 101
San Marcos TX 78666

ATTN: Andrea Soto

Item Number	Description	Quantity	Unit	Unit Price	Extended
FD1500	FOLDER/SEALER	1.00	EA	\$3,549.00	\$3,549.00
Low volume folder/sealer Processing speed: up to 5,100 sheets per hour Duty cycle: up to 20,000 sheets per month Paper Size: up to 8 1/2" X 14" Fold types: Z, uneven Z, C, V and custom folds Hopper capacity: 150 24# sheets Dimensions: 24"L X 17"W X 13"H Weight: 82 lbs Includes 6 digit sheet counter					

This equipment can be leased starting at \$76/month. Please ask for more details.

DID YOU KNOW...that when you purchase a folder/sealer from Relyco, you automatically receive 500 pressure seal forms/checks for FREE? Ask your sales rep for samples.

MAINTENANCE	1 YEAR MAINTENANCE AGREEMENT	1.00	EA	\$595.00	\$595.00
1-Year Service Agreement Includes: All non-consumable parts, Labor & travel for 1 year after initial 90 day warranty period. Also includes 2 preventative maintenance visits and all emergency calls. Service will occur during normal business hours.					

THIS IS A DELIVERED PRICE

Item Total:	\$4,144.00
Sales Tax:	
Proposal Total:	\$4,144.00

All pricing is exclusive of delivery and composition charges. Pricing is guaranteed for 15 days from date of quotation and is subject to industry standard +/- 10% over/underruns. All quotations are in U.S. dollars and subject to applicable taxes.

*Thank you for choosing Relyco, our terms are 1% 10 / Net 30 Days.
To initiate this order, please sign, date and fax back to (603) 742-9993*

Signature: _____

Date: _____



ENTERPRISES, INC.

210-308-7400 • Fax: 210-930-5591 • Email: mac@SafeguardSanAntonio.com
9901 BROADWAY, STE. 111 • SAN ANTONIO, TX 78217
"Your Success, Our Business" • Woman Owned Business
www.SafeguardSanAntonio.com

06 / _22_ /09

To: Michele Tuttle, Treasurer
Hays County
FROM: Mac Ellsworth
Safeguard Enterprises, Inc.

RE: Price Quote

I am able to offer you the following prices on Blank E-Z FOLD Pressure Seal Forms with Security Backer. Thank you for the opportunity to quote these items.

ITEM:

14 Blank E-Z Fold Pressure Seal Form w/Backer

QUANTITY*

10,000-24,000

26,000-40,000

42,000-60,000

PRICE PER THOUSAND**

\$65.50

\$62.00

\$59.50

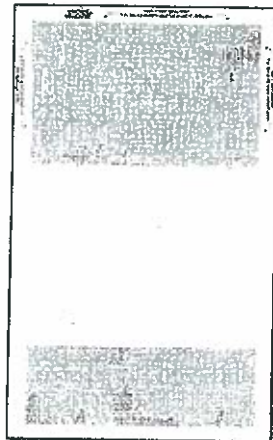
Forms Must Be Ordered in Increments of 2,000

* QUANTITY SUBJECT TO +/- 10% OVER/UNDER RUN

** ALL PRICES PLUS SHIPPING



Front



Back

E-Z Fold

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and possible action to authorize the County Judge to execute an Agreement with the City of San Marcos to collaborate with City's consultant on the Five-Mile Dam project.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: SUMTER/HAUFF

SPONSORED BY: SUMTER/HAUFF

SUMMARY: City has retained Judy Langford to administrate a grant given to the City by Texas Parks and Wildlife. Texas Parks and Wildlife Department requires the City to retain a consultant qualified to ensure that the grant funds are spent and that the City is otherwise in compliance with the terms and conditions of the grant. This Agreement ensures that Ms. Langford will have access to information related to the project, some of which is being retained by Hays County.

AGREEMENT

This agreement (the "Agreement") is entered into by and between the City of San Marcos, Texas, a municipal corporation (the "City") and Hays County, Texas, a political subdivision of the State of Texas (the "County").

Article I-Recitals:

1.1 The City and the County are parties to two Interlocal Agreements dated June 14, 2005 and January 9, 2009 relating to the construction and installation of improvements to a park known as Five Mile Dam Park. Five Mile Dam Park is owned by the County.

1.2 Under such Interlocal Agreements, funding was available for the construction of trails through the park. Such funding, however, was insufficient to cover the cost of completing the more extensive trails system preferred by the City and County.

1.3 The City made application for and was awarded a grant from the Texas Parks and Wildlife Department to fund a more extensive trail system.

1.4 As a condition of making the grant to the City, the Texas Parks and Wildlife Department requires the City to retain a consultant qualified to ensure that the grant funds are spent and that the City is otherwise in compliance with the terms and conditions of the grant.

1.5 The City has entered into an agreement with Judy Langford retaining her as the consultant responsible for ensuring compliance with the Texas Parks and Wildlife grant.

1.6 In order for the consultant to properly perform her job, it will be necessary for her to have access to construction sites at Five Mile Dam Park, to discuss certain matters with County employees and contractors and to review certain contracts, documents, records, information and expenses related to the construction of trails at Five Mile Dam Park.

Article II-Agreement:

For the reasons stated above *and for the limited purpose of ensuring compliance with the grant awarded by the Texas Parks and Wildlife Department funding the construction of trails at Five Mile Dam Park*, the City and County agree as follows:

2.1 The County acknowledges Judy Langford as an authorized agent and representative of the City;

2.2 The County grants permission to Judy Langford to conduct site visits during reasonable business hours and at such times as construction activities will not be unreasonably disrupted by any such visit;

2.3 The County grants permission to Judy Langford to inspect books, documents, contracts, records, financial records and information (the "Compliance Information") as reasonably requested and during regular business hours (such information may be provided by the County via photocopy, electronically or other means as determined to be convenient to the County);

2.4 The County shall not unreasonable delay the release of the Compliance Information;

2.5 The City shall report to the County any findings of non-compliance or recommendations related to grant compliance made by Judy Langford;

2.6 The City and County agree to cooperate to resolve any issues raised and findings or recommendations made by Judy Langford related to grant compliance.

Article III-Miscellaneous

3.1 **Amendments.** This Agreement can be amended only by written mutual agreement.

3.2 **Representations.** The City and County each represent to each other that it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder and that the officer who signed this Agreement has the legal authority to sign documents on its behalf.

3.3 **Severability.** If any clause, sentence, paragraph or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

3.4 **Entire Agreement.** This Agreement contains the entire agreement between the parties respecting the subject matter hereof, and supersedes all prior understandings and agreements between the parties regarding such matters.

3.5 **Interpretation.** This Agreement shall not be more strictly construed against either the City or County.

3.6 **Applicable Law and Venue.** This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

3.6 **Termination.** This Agreement shall terminate at such time as the contract between the City and Judy Langford previously mentioned above relating to grant compliance for trails at Five Mile Dam Park is either terminated or expires or at such time as the Texas Parks and Wildlife Department determines that all such grant funds have been properly applied.

EXECUTED IN DUPLICATE ORIGINALS TO BE EFFECTIVE THE _____ DAY OF _____ 2009.

CITY OF SAN MARCOS, TEXAS

HAYS COUNTY, TEXAS

By: _____
Rick Menchaca, City Manager

By: _____
Liz Sumter, County Judge

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 an amendment to the FY2009 Immunization Grant between the Texas Department of State Health Services (DSHS) and the Personal Health Department (PHD) allowing the PHD to use grant funds for the purchase of equipment to convert the front play area to office space and to approve amending the budget accordingly.

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

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: \$7,980.00

LINE ITEM NUMBER OF FUNDS REQUIRED: from 10-708-5021 to 10-708-5719

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Sumter

SUMMARY:

The amendment of the current Immunization contract between DSHS and the PHD will allow the PHD to convert the front play area in the San Marcos clinic to office space for the two ImmTrac-PICS Outreach Specialists. The funds for this project will come from unused funds that are in danger of lapsing by the end of the grant year which is August 31, 2009. The FY 2009 budget for the Immunization program will be amended accordingly.

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to sign an amendment to the FY2009 Immunization Grant between the Texas Department of State Health Services (DSHS) and the Personal Health Department (PHD) allowing the PHD to use grant funds for the purchase of equipment to convert the front play area to office space and to approve amending the budget accordingly.

PREFERRED MEETING DATE REQUESTED: June 16, 2009

COUNTY AUDITOR

AMOUNT AND FUND LINE ITEM NUMBER: \$7,980.00 **From** 10-708-5021 **to** 10-708-5719

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ **Yes** _____

PAYMENT TERMS ACCEPTABLE: _____ **Yes** _____

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____

Priscilla,

As per my conversation/emails with Cindy Maiorka and Centurytel, the wiring and installation of the phone lines for the Immunization Immtrac/PICS front area would be approximately \$422.00. This includes labor, materials and installation.

Sincerely,

Debbie Shehane
Administrative Assistant II
Hays County Personal Health Department
512.393.5540

OFFICE INTERIORS

Your Office Specialists
PRICE QUOTE

CUSTOMER
HAYS CO. HEALTH DEPT.

DATE
6/23/2009

QTY	U/M	MFG	ITEM#	DESCRIPTION	PRICE	EXT. PRICE
3	each	HON	NR4230N	Raceway Non-tackable Panel 42H 30W	\$121.27	\$ 363.81
1	each	HON	NR4236N	Raceway Non-tackable Panel 42H 36W	\$130.75	\$ 130.75
1	each	HON	H879072	Base In-Feed Cable, Base	\$68.73	\$ 68.73
1	each	HON	H871236	Electrical Power Harness 36W	\$61.62	\$ 61.62
6	each	HON	H871130	Electrical Pass-Thru Cable 30W	\$37.92	\$ 227.52
2	each	HON	H871504	Duplex Receptacle Circuit 4	\$11.46	\$ 22.92
3	each	HON	H871501	Duplex Receptacle Circuit 1	\$11.46	\$ 34.38
2	each	HON	NWV73AART	60" x 36" Rt. Corner Cove Worksurface	\$194.74	\$ 389.48
2	each	HON	NWR2430T	Worksurface Rectangular-24D 30W	\$95.99	\$ 191.98
1	each	HON	NDEP2429	End panel support,	\$51.35	\$ 51.35
1	each	HON	NDPC1	Desk to panel connector	\$24.89	\$ 24.89
1	each	HON	NDMP60H	Modesty panel 60" w, 1/2 Height	\$49.38	\$ 49.38
3	each	HON	NEP2429	End Panel Non-Handed 24D 29H	\$61.23	\$ 183.69
1	each	HON	H870960	Tasklight 60"w	\$77.82	\$ 77.82
1	each	HON	HKB900	Maestro Keyboard	\$157.30	\$ 157.30
3	each	HON	NR8130N	Raceway Non-tackable Panel 81H 30W	\$216.07	\$ 648.21
1	each	HON	NP8130N	Cableway Non-tackable Panel 81H 30W	\$204.61	\$ 204.61
1	each	HON	NP8142N	Cableway Non-tackable Panel 81H 42W	\$243.32	\$ 243.32
1	each	HON	ND8142	Door 81"H x 42"W	\$512.32	\$ 512.32
1	each	HON	N899900	Door Handle - Knob w/lock set	\$29.23	\$ 29.23
2	each	HON	NP8136N	Cableway Non-tackable Panel 81H 36W	\$231.08	\$ 462.16
1	each	HON	NR8136N	Raceway Non-tackable Panel 81H 36W	\$244.90	\$ 244.90
2	each	HON	NR4224F	Raceway Fabric Panel 42H 24W	\$127.19	\$ 254.38
1	each	HON	NR6836N	Raceway Non-tackable Panel 68H 36W	\$156.82	\$ 156.82
2	each	HON	H871124	Electrical Pass-Thru Cable 25	\$37.92	\$ 75.84
1	each	HON	H871136	Electrical Pass-Thru Cable 36W	\$37.92	\$ 37.92
2	each	HON	NREC	Panel Raceway End Cover	\$8.69	\$ 17.38
4	each	HON	NRC81	Universal Connector 81H	\$54.12	\$ 216.48
1	each	HON	NCVH2	Variable Height Connector	\$8.69	\$ 8.69
1	each	HON	H871503	Duplex Receptacle Circuit 3	\$11.46	\$ 11.46
2	each	HON	H871502	Duplex Receptacle Circuit 2	\$11.46	\$ 22.92
1	each	HON	NOS60	Open shelf	\$87.69	
1	each	HON	NWT66	66H Wall Track	\$34.37	\$ 34.37
2	each	HON	NSC36DL	Overhead Storage Cab w/Doors 36W	\$163.93	\$ 327.86
1	each	HON	H870930	Tasklight 30W	\$67.15	\$ 67.15

1	each	HON	NRW81	Raceway Wall Starter 81H	\$48.59	\$ 48.59
1	each	HON	NRW68	Raceway Wall Starter 68H	\$42.66	\$ 42.66
1	each	HON	NP6848N	Cableway Non-tackable Panel 68H 48W	\$169.46	\$ 169.46
1	each	HON	NR8148N	Raceway Non-tackable Panel 81H 48W	\$278.87	\$ 278.87
1	each	HON	H871148	Electrical Pass-Thru Cable 48W	\$39.50	\$ 39.50
2	each	HON	18720A	Pedestal "A" Pull Mobile B/B/F 20D	\$204.22	\$ 408.44
2	each	HON	18820A	Pedestal "A" Pull Mobile F/F 20D 2	\$204.22	\$ 408.44
				TOTAL		\$ 7,007.60
				INSTALLATION		\$ 550.00
				GRAND TOTAL		\$ 7,557.60

Bill Mears
 Furniture Specialist
 Phone: 835-1891 ext. 163
 E-Mail: billmears@cosainc.com

DEPARTMENT OF STATE HEALTH SERVICES Contractor's Request for Revision (CRR)

The Department of State Health Services (DSHS) and **Hays County Personal Health Department** (Contractor) agree to certain terms of Contract No. **2009-028959** (Contract), Program Attachment No. **001** (Program Attachment) in accordance with this CRR, effective the date this document is signed by DSHS or the date specified by DSHS, as follows:

Except as provided within this CRR, all other provisions of the Contract remain in effect. In the event of a conflict between the terms of the Contract and the terms of this CRR, this CRR shall control.

The Program Attachment is hereby revised as follows:

1. Revision Request - Section of Program Attachment to be revised: _____ DSHS Contract Manager Initials: _____

Description of the revision requested. Describe any attachments to this form, which shall be incorporated into this document as a part of the Contract:

Requesting to reallocate funds between categories.

Purpose for change request: (if the effective date of the change will be retroactive, include a justification for the retroactive effective date): The funds will be used increase our HIPAA standards and have more privacy. We want to modify one of the child play areas in the clinic to an office for the 2 IPO positions; we currently sit in an open area with clients.

Effective date of revision, as specified by Department, is _____.

DEPARTMENT OF STATE HEALTH SERVICES

Signature of Authorized Official

Date

Bob Burnette, C.P.M., CTPM
Director, Client Services Contracting Unit
1100 West 49th Street
Austin, Texas 78756
(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

Signature

Date

Printed Name and Title

Address

City, State, Zip

Telephone Number

E-mail Address for Official Correspondence

The general rule is that any change to the Contract requires a written Amendment (GP §13.15 [subrecipient]). The only exceptions are those explicitly stated in §13.16 (Contractor's Notification of Change) and §13.17 (Contractor's Request for Revision).

Instructions: **Two originals** of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor and both original, signed forms must be submitted to the Contract Manager in the Contract Management Unit assigned to the Program Attachment. A separate CRR is required for each Program Attachment to be revised. A fully executed original will be returned to Contractor if approved by the Department.

Note: Circumstances of a requested CRR may indicate the need for a Contract Amendment with written justification rather than a CRR.

INSTRUCTIONS

Request for Budget/Service Type Adjustment

Moving funds greater than 10% of the total contract amount is a revision to the contract and will require a Contract Revision Request (CRR) to be signed when submitting the BPA. Moving any amount of funds from the Equipment category is an amendment to the contract and will require an amendment to be signed after changes are completed by DSHS. No amendment or revision is valid unless it has been approved in writing by DSHS. In accordance with the Contract General Provisions, Section 13.15, if a revision or amendment is requested in the last quarter of the contract term, Contractor's written justification must include a reason for the delay in making the request. Revision and amendment requests are granted at the discretion of DSHS.

One form shall be completed per program.

I. Information

Complete top section of form by entering:

Contractor Name - the name of your organization
Attachment ID - this is the 13 digit number (year - contract # - attachment id)
Program Type -- (TRY, PPI, YPU, etc...)
Contact person - name of person submitting request
Phone Number - telephone number of person submitting request
Contractor's Authorized Signature - DSHS authorized signatory

NOTE: Contractor's Authorized Signature must be the same person that signs the CRR form if CRR form is required.

II. Budget Revision/Amendment

Complete Cost Reimbursement Program by entering:

Current Approved Budget- Enter the current DSHS budget in the column provided
Change Requested - Enter the change requested in each budget category (Enter negatives with () or -)
New or Revised Budget - This will total automatically.

III. Unit Rate Program

Complete the Service Type by entering:

Service Type - Enter the service type that will be affected. (Ex.: Intensive Residential, Supportive Residential)
Current Approved Service Amount - Enter the current service dollar amount for that service.
Service Change Requested - Enter the amount of the increase or decrease in dollar amount for the service.
Revised Service Amount - Enter the amount of the new requested pay limit amount for that service.
Original Number Served. Enter the original goal for number of clients served for that service.
Revised Number Served. Enter the adjusted goal for number of clients to be served for that service.

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: Request for support of Jack C Hays documentary by Hays County Historical Commission.

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

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: \$5,000.

LINE ITEM NUMBER OF FUNDS REQUIRED: *Commissioner Discretionary Funds*

REQUESTED BY: Hays County Historical Commission

SPONSORED BY: Commissioner Will Conley

SUMMARY:

The Hays County Historical Commission would like to request financial assistance from the Hays County Commissioners' Court for the Jack C. Hays video documentary currently being produced by HCHC. This documentary when finished, will be placed in all Hays County schools and all appropriate public sites to educate students and the general public on the truly amazing life of our County's namesake.

CAPTAIN JACK

The Story of John Coffee Hays

A Documentary
Produced
By
The Hays County Historical Commission

CAPTAIN JACK

The Story of John Coffee Hays

The Hays County Historical Commission is producing a 30-minute documentary video on the life of Jack Hays, the famous Texas Ranger and California builder for whom Hays County was named in 1848.

The documentary will be shown at the new Jack C. Hays Museum that is planned for San Marcos at the Old County Jail. In addition, DVD copies will be made available to schools and libraries in Hays County. The Texas Ranger Museum in Waco will also be showing a copy.

The script is being written by Gene Shelton, a Texas author who has published 4 books, one on Jack Hays, *Captain Jack, The Story of John Coffee Hays*.

The director of the video is Richard Kidd, a member of Hays Historical Commission, who has 40 years of experience in documentaries, film, event management and museum installation.

There has never been a documentary on Jack Hays, and the Hays Historical Commission is seeking a sponsor for the project. The plan is to film re-enactments of major scenes from Jack Hays' life along with historical maps, drawings, and photographs. This will be a PBS styled project produced at the highest production level .

Please contact Kate Johnson, Chair, Hays County Historical Commission, if your company has an interest in sponsoring this event.

Email, kw1988@aol.com
Cell, 512-644-7669

www.hayshistoricalcommission.com

**SCENES
FOR
CAPTAIN JACK, THE STORY OF JOHN COFFEE HAYS**

- 1. Open with Hays on horseback riding fast and shooting at.....**
- 2. Arriving at Washington on Brazos and meeting with President Houston.**
- 3. San Antonio scene, selecting Rangers.**
- 4. Shoot out with Mexican banditos.**
- 5. Marriage to Susan.**
- 6. Surveying Land.**
- 7. Walker Creek Indian Fight.**
- 8. Meeting with General Taylor, named Col. In US Army.**
- 9. Running beside buckboard with Susan prepping for Mexican War.**
- 10. Scenes from Mexican War, attack on Monterrey.**
- 11. Around campfire with Rangers, newspaper reads Gold in California.**
- 12. Wagon train heading west.**
- 13. Election as sheriff of San Francisco.**
- 14. Setting for photograph in studio by Matthew Brady.**
- 15. Match dissolve to real photograph.**
- 16. Credits**

Total Running Time of 30 minutes.

**SHOOTING SCHEDULE AND BUDGET
FOR
CAPTAIN JACK, THE STORY OF JOHN COFFEE HAYS**

Script/Pre-Production/Rights			\$2,500
Props/Costumes/Weapons/Sets			\$3,000
Talent & Horses			
Jack Hays	9 Days	(\$300 day)	\$2,700
Rangers (6)	3 Days	(\$250 each)	\$4,500
Indians (12)	1 Day	(\$200 each)	\$2,400
Mexican Banditos (3)	1 Day	(\$250 each)	\$ 750
Susan	1 Day		\$ 300
Mexican War	1 Day		N.C.
Sam Houston	1 Day		\$ 300
General Taylor	1 Day		\$ 300
Matthew Brady	1 Day		\$ 300
Extras (12)	2 Days	(\$100 day)	\$2,400
Sub-Total for Talent			\$13,950
Crew	10 Days for all		
DP			
Gaffer			
Sound	(Use \$250 day for each)		
Grip			
Wardrobe/make up			
Catering			
Medic			
Sub-Total for Crew			\$17,500
Travel and Meals (estimated)			\$ 5,000
Production Equipment	10 Days Rental		
Mini DV			
Lighting	(Use \$150 day for each)		
Tripod/Fluid Head			
Camera Car			
Mics			
Sub-Total for Equipment			\$ 7,500

Post Production	30 Days	
Editing		
Effects		
Music		
VO Narration		
Sound Mix		
Sub-Total for Post		\$10,000
Estimated Total, 3 month project		\$59,450



John Coffee Hays by Mathew Brady, 1857

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 amendment with Land Design Partners, Inc. in the amount of \$1,804.00 to include additional services for survey work associated with a 1.5-acre parcel for the Winters Mill Trail Project

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

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: \$1,804.00

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hauff

SPONSORED BY: Conley

SUMMARY:

On May 29, 2007 Hays County entered into a contract agreement with Land Design Partners, Inc. (LDP) for the design and construction document preparation for the Winters Mill Parkway Trail. The attached Notice of Additional Landscape Architecture Services covers work not included in the original agreement for the survey of a 1.5-acre parcel at the corner of Winters Mill Parkway and FM 3237 that will be included in the project.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to authorize the County Judge to execute a contract amendment with Land Design Partners, Inc. in the amount of \$1,804.00 to include additional services for survey work associated with a 1.5-acre parcel for the Winters Mill Trail Project

PREFERRED MEETING DATE REQUESTED: June 30, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: \$1,804.00 Unbudgeted

COUNTY PURCHASING GUIDELINES FOLLOWED: _____ N/A _____

PAYMENT TERMS ACCEPTABLE: _____ Yes _____

COMMENTS: The Court will need to determine where this expense will be paid from.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



**NOTICE OF ADDITIONAL
LANDSCAPE ARCHITECTURE SERVICES**

June 17, 2009

Judge Liz Sumter
Hays County
111 E. San Antonio Street
Suite 300
San Marcos, Texas 78666

Re: Hays County Winters Mill Trail - located in Hays County, Texas.

Description of Work in Progress:


<u>Fee</u>	<u>Task</u>
\$1,804	Survey for 1.5 acre purchase at intersection of Winters Mill
	Parkway and FM 3237.

Method of Billing: Lump Sum.

Land Design Partners, Inc. is proceeding with the work described above in accordance with your instructions. If the above described work or terms of billing do not meet with your approval and you wish to suspend work, please contact our office immediately.

This agreement shall be made an addendum to the original Professional Services Agreement between Hays County and Land Design Partners, Inc.

Judge Liz Sumter



Charles Mabry

Date

6.17.09

Date

Land Design Partners, Inc.
221 West Sixth Street, Suite 100
San Marcos, Texas 78666
Tel: 512-328-1251

LANDSCAPE ARCHITECTS



PLANNERS

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 issues related to proposed capital construction projects in Hays County, including but not limited to the government center; precinct offices; Resource Protection, Transportation and Planning department offices; and space needs projections for the Hays County Jail and related criminal justice analysis.

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

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

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: This will depend on recommendations by Broaddus and the determination of the Court.

LINE ITEM NUMBER OF FUNDS REQUIRED: Braoddus is already under contract with the County. As for as space needs and criminal justice analysis, the Court has indicated at a past meeting that it would fund any necessary costs through the existing Broaddus contract.

REQUESTED BY: Commissioner Debbie Gonzales Ingalsbe

SPONSORED BY: Ingalsbe and Barton

SUMMARY: See below.

Commissioner Ingalsbe has discussed with Broaddus establishing a "standing" agenda item for updates on the government center and progress reports on other pending projects.

Commissioner Barton has promised the Court an update on jails needs. A detailed description of options and considerations was included in the June 2 packet. The Court has discussed this issue a couple of times.

This item should allow Broaddus and the Court to discuss the range of inter-related construction projects and studies throughout the county.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Presentation from Hays Trinity Groundwater Conservation District on drought conditions and management plans, update on Desired Future Condition (DFC) and Managed Available Groundwater (MAG) Process, summary of legislative activity and budget constraints going forward and possible options, and review of District input to the Hays County Water and Wastewater Planning process.

PREFERRED MEETING DATE REQUESTED: June 30, 2009

Asking for 30 minute preso and 20 minute Q&A.

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Ford

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:

Pursuant to Open Meetings Act, Texas Government Code 551.074, **executive session** to discuss the appointment, employment, evaluation, reassignment and duties of the department head of Veteran Services Department. Possible action may follow in open court.

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Ford/Baen

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to §551.071 of the Texas Government Code, regarding existing or contemplated Employment Claims involving Hays County. Possible action may follow in open court.

TYPE OF ITEM: EXECUTIVE SESSION

PREFERRED MEETING DATE REQUESTED: June 30, 2009

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: SUMTER

SPONSORED BY: SUMTER

SUMMARY:

Summary to be provided by Counsel in Executive Session.