Commissioners Court -July 21, 2009
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the 21ST **day of July, 2009**, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

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

PRESENTATIONS & PROCLAMATIONS		
1	1-2	Adopt a Proclamation supporting Probation, Parole and Community Supervision Week, July 19-25, 2009 in Hays County. **SUMTER/COOPER**

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	3	Approve payments of county invoices. **HERZOG**
3	4-9	Approve Commissioner Court Minutes of July 13 & 14, 2009. **SUMTER/FRITSCHE**
4	10-14	Accept the delivery of the internal examination report of the Justice of the Peace Precinct 5 Office. **SUMTER/HERZOG**
5	15-19	Authorize the County Judge execute the Public Health Emergency Preparedness program and funding for FY 2010, in the amount of $145,344.00. **SUMTER/HARGRAVES**
6	20-31	Approve specifications for RFP #2009-P12 "Construction Materials Testing Services" and authorize Purchasing to solicit for proposal and advertise. **SUMTER/HERZOG/MAIORKA/BORCHERDING**
7	32	Accept $2,000 donation to The Historical Commission for the Jack C. Hays production and amend the budget accordingly. Additionally, amend the budget for the $6,000 previously approved by the Court on July 7th. **SUMTER/HERZOG**
8	33-59	Approve specifications for RFQ #2009-P13 "Design Build Services for the Hays County Government Complex" and authorize Purchasing to solicit for proposal and advertise. **INGALSBE/HERZOG/MAIORKA**
9	60-69	Authorize the County Judge to execute an Amendment to the Project Management Services Agreement executed between Hays County and Broaddus and Associates on or about April 14, 2009. **SUMTER**
10	70-74	Approve Utility Permit. **SUMTER**

ACTION ITEMS

ROADS

11	75-85	Discussion and possible action to accept the Certificate of Completion, to accept the maintenance bond, and authorize the release of retainage, and to authorize the final payment for Sawyer Ranch Road. **FORD/BORCHERDING**

MISCELLANEOUS

12	86-94	Discussion of anticipated debt increases for projected capital expenditures. **SUMTER**
13	95-96	Discussion and possible action to amend the Hays County vehicle use policy. **SUMTER/BAEN/HERZOG**

14	97-99	Discussion and possible action to authorize the County Judge to execute an amendment to the commercial lease for the Adult Probation offices, located in San Marcos Center at 700 N. LBJ Blvd, San Marcos, TX 78666. **SUMTER**
15	100-104	Discussion and possible action to adopt a resolution to amend the Pass-Through Agreement with the Texas Department of Transportation to provide for transfer of reimbursement from the IH 35/FM 2001 (Overpass Road) Project to the IH 35 at Kyle Crossing project and to authorize the County Judge to execute the amendment. **BARTON/WEAVER**
16	105-106	Discussion and possible action to approve purchase of an evidence storage safe ($499.00), paper shredder ($259.00), and two vehicle direction lights ($1552.00) for Constable, Pct 4 and to amend budget. **FORD/HOOD**
17	107-112	Discussion and possible action regarding radar equipment for the Buda Patrol in the Hays County Sheriff's Office. **BARTON/KIDD**
18	113-117	Discussion and possible action to authorize the County Judge to send Notice of Termination of the Agreement for the Provision of On-Site Sewage Facility Inspection and Environmental Health & Sanitation which was originally executed between the Village of Wimberley and Hays County on August 28, 2000. **CONLEY**
19	118-120	Discussion and possible action to convert the Administrative Assistant III position in the Constable Pct. 1 Office to a Deputy Constable. **INGALSBE/PETERSON**
20	121-123	Discussion and possible action regarding road improvements to CR 119 and Turnersville Road, the possible creation of a Tax Increment Reinvestment Zone (TIRZ) related to financing the road improvements, and a possible agreement with U.S. Foodservice and/or related entities concerning the road improvements and providing for U.S. Foodservice to locate at or near the intersection of CR 119 and Turnersville, to create jobs, and to participate in the road improvement agreement. **BARTON**
21	124	Discussion and possible action to approve continuance of the USGS joint funding agreement in to the next fiscal for the purpose of water quality monitoring on certain contributing zone creeks and waters wells in the Barton Segment of the Edwards Aquifer. **FORD**
22	125	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

23	126-130	**1 pm -** Dispute Resolution Center, discussion with possible action to follow. **SUMTER**
24	131-138	**6 pm –** Discussion and possible action to adopt the Findings of the proposed Development Regulations, adopt the proposed Development Regulations in response to the Findings, and adopt the Response to Public Comments. **FORD** **LOCATION – Wimberley City Hall, 12111 RR12, Wimberley**

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.

25	139	Executive Session pursuant to Section 552.131 of the Texas Government Code, related to a possible offer of economic development incentives to Grifols, Inc. for the development of a biomedical facility in Hays County. Possible action may follow in open court. **INGALSBE**

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 17TH day of July, 2009.

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

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CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Adopt a proclamation supporting Probation, Parole and Community Supervision Week, July 19-25, 2009 in Hays County.

CHECK ONE: ☐ CONSENT ☐ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP X☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Cooper

SPONSORED BY: SUMTER

SUMMARY: See attached

111 E. San Antonio Street
San Marcos, Texas 78666

PROCLAMATION

WHEREAS, community corrections is an essential part of the justice system; and

WHEREAS, community corrections professionals uphold the law with dignity, while recognizing the right of the public to be safe-guarded from criminal activity; and

WHEREAS, community corrections professionals are responsible for supervising adult and juvenile offenders in the community; and

WHEREAS, community corrections professionals are trained professionals who provide services and referrals for offenders; and

WHEREAS, community corrections professionals work in partnership with community agencies and groups; and

WHEREAS, community corrections professionals promote prevention, intervention and advocacy; and

WHEREAS, community corrections professionals provide services, support, and protection for victims; and

WHEREAS, community corrections professionals advocate community and restorative justice; and

WHEREAS, community corrections professionals are a true Force for Positive Change in their communities;

Now, Therefore, Be It Resolved that the Commissioners Court of Hays County, Texas duly convened and acting in its capacity as the governing body of Hays County, does hereby recognize July 19 - 25, 2009 as

"Probation, Parole and Community Supervision Week in Hays County"

And encourage all citizens to honor these community corrections professionals and to recognize their achievements.

PASSED AND APPROVED this the 21st day of July, 2009.

Elizabeth "Liz" Sumter
Hays County Judge

Debbie Ingalsbie, Precinct 1

Jeff Barton, Precinct 2

Will Conley, Precinct 3

Karen Ford, Precinct 4

Linda Fritsche, County Clerk

Agenda Item Request Form

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

AGENDA ITEM: Approve payment of county invoices.

CHECK ONE: X CONSENT ☐ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: 7/21/09

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: As attached.

REQUESTED BY: Auditor's Office

SPONSORED BY: Bill Herzog

SUMMARY:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: APPROVE COMMISSIONERS COURT MINUTES OF JULY 13 & 14, 2009

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

PREFERRED MEETING DATE REQUESTED: JULY 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHE

SPONSORED BY: SUMTER

SUMMARY:

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 13TH DAY OF JULY A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER	COUNTY JUDGE
DEBBIE GONZALES INGALSBE	COMMISSIONER, PCT. 1
KAREN FORD	COMMISSIONER, PCT. 4
LINDA C. FRITSCHE	COUNTY CLERK

WITH THE FOLLOWING NOT PRESENT JEFFERSON W. BARTON COMMISSIONER, PCT. 2 AND WILL CONLEY COMMISSIONER, PCT. 3 AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

WORKSHOP – HAYS COUNTY COMPLETE COUNT PRESENTATION FOR THE 2010 CENSUS

Sophia Azoubel, U.S. Census gave an overview and a powerpoint presentation. Estimates of population as of 2007: Hays County – 145,000; City of San Marcos – 50,000; City of Kyle – 24,000; City of Buda – 6,000. Sophia gave explanation of the Complete Count Committee (CCC) which is a volunteer team of community leaders whose goal is to develop and implement local outreach and awareness for 2010 Census. Sophia also spoke of need for partnerships and local strategies. She spoke of temporary job opportunities with the Census Bureau. The website for the Census is: www.2010census.gov Sophia spoke of the timeline for the Census Count to be as follows: Feb – Mar 2010 – Mail out questionnaire; Apr 1, 2010 – Census Day; May – Jul 2010 – non-response follow up; Dec 31, 2010 – deliver population count to the President. Sophia also emphasized that the information gathered in this count would not be shared with any governmental agency, it's solely for the Census Bureau. People with PO Box addresses will be asked to report to – "Be Counted Centers".

Court was adjourned.

I, LINDA C. FRITSCHE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on JULY 13, 2009.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

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

26295 **AUTHORIZE THE COUNTY JUDGE TO APPROVE THE INSTALLATION OF A SIGN TO REPLACE A TEMPORARY SIGN ON THE LBJ MUSEUM LOCATED AT: 131 N. GUADALUPE ST., SAN MARCOS** [T1-2731]

The Operators of the LBJ Museum are applying for a Grant that would pay for the design, construction, and installation of a new sign. They want to be sure the County has no objection. The Operators intend to consult with County staff to insure that no major alterations are made to County Property. **A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to authorize the County Judge to approve the installation of a sign to replace a temporary sign on the LBJ Museum located at 131 N. Guadalupe St., San Marcos. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Conley was not present for vote. MOTION PASSED**

26296 **DISCUSSION AND 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** [T1-2752]

Brenda Jenkins (Broaddus & Associates) gave an update of ongoing projects. Margo Frasier (retired Sheriff & Sr. Associate with MGT) spoke. Discussion was had regarding the government center, jail facility, and various precinct offices. **A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to ask Broaddus and Associate to move forward with final contract negotiations with MGT to bring them on board based on the proposal that's been presented today and ask MGT to expedite their work with Hays County with funding to come out of the consultant line item. All voting "Aye". MOTION PASSED**

26297 **APPROVE AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN HAYS COUNTY, THE HILL COUNTRY CONSERVANCY AND THE CITY OF AUSTIN FOR THE DAHLSTROM RANCH PROJECT, AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE MOU AND ACCOMPANYING DOCUMENT** [T2-582]

Commissioner Barton spoke of amendment to MOU. Special Counsel Mark Kennedy spoke of City of Austin paying the full earnest money – county will reimburse the City of Austin $500,000. There will be three grantees to the easement (HCC/Hill Country Conservancy, City of Austin, and Hays County) - Managing Grantee will be HCC. Amendments have already been approved by the City of Austin and the HCC. **A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve amended and restated Memorandum of Understanding (MOU) between Hays County, the Hill Country Conservancy and the City of Austin for the Dahlstrom Ranch Project, and authorize the County Judge to execute the MOU and accompanying document. All voting "Aye". MOTION PASSED**

Court was adjourned.

I, LINDA C. FRITSCHE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on JULY 14, 2009.

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

26288 **AUTHORIZE APPROVAL OF CONTRACT WITH CLAYTONLEVYLITTLE FOR THE RFQ #2009-P07 HISTORIC PRESERVATION ARCHITECT FOR RESTORATION OF THE OLD HAYS COUNTY JAIL AND AUTHORIZE COUNTY JUDGE TO EXECUTE SAME** [T-1920]

Hays County Historical Commissioner Chair Kate Johnson gave her appreciation to building maintenance and Road Dept. **A motion was made by Commissioner Conley, seconded by Commissioner Ford to authorize approval of contract with ClaytonLevyLittle for the RFQ #2009-P07 Historic Preservation Architect for restoration of the Old Hays County Jail and authorize County Judge to execute same. All voting "Aye". MOTION PASSED**

26289 **AWARD THE ENGINEERING DESIGN SERVICES FOR CR 266/OLD BASTROP HWY TO HUITT-ZOLLARS AND AUTHORIZE COMMISSIONER INGALSBE AND STAFF TO NEGOTIATE A CONTRACT AND FEE SCHEDULE** [T1-1965]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to award the engineering design services for CR 266/Old Bastrop Hwy to Huitt-Zollars and authorize Commissioner Ingalsbe and staff to negotiate a contract and fee schedule. All voting "Aye". MOTION PASSED

26290 **DESIGNATE NAMING A PRIVATE DRIVEWAY OFF LIME KILN ROAD AS "SAHALEE" PATH** [T1-2014]

County policy was adopted in May 2005 encouraging such naming of private drives to facilitate emergency response. **A motion was made by Commissioner Ford, seconded by Commissioner Conley to designate naming a private driveway off Lime Kiln Road as "Sahalee" Path. All voting "Aye". MOTION PASSED**

26291 **ALLOW THE USE OF THE HAYS COUNTY CIVIC CENTER AT NO COST FOR THE PURPOSES OF PRACTICE RIDING (BARREL RACING, ETC.) FROM NOW UNTIL AUGUST 31, 2009** [T1-2046]

Civic Center Manager Barry Nelson spoke of allowing the use of the Civic Center at no cost for the purposes of practice riding (barrel racing, etc.) from now until August 31, 2009 - limited to regular hours of 8am-5pm Monday-Friday. Organized club/event activities will not qualify for "free use" and are subject to the normal pricing structure. **A motion was made by Commissioner Ingalsbe, seconded by Judge Sumter to allow the use of the Hays County Civic Center at no cost for the purposes of practice riding (barrel racing, etc.) from now until August 31, 2009. Commissioner Ingalsbe, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Barton and Commissioner Conley not present to vote. MOTION PASSED**

26292 **TRANSFER $3,608.00 FROM THE MISC. CAPITAL IMPROVEMENTS LINE ITEM TO ARENA/OTHER SUPPLIES AND VEHICLE MAINTENANCE IN THE CIVIC CENTER BUDGET** [T1-2177]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to transfer $3608.00 from the Misc. Capital Improvements line item - $3108.00 into Arena/Other Supplies and $500 into vehicle maintenance line item - in the Civic Center Budget and amend the budget accordingly. All voting "Aye". MOTION PASSED

26293 **REDUCE THE FUEL LINE ITEM ACROSS ALL DEPARTMENTS** [T1-2265]

Judge Sumter spoke of fuel costs that were budgeted based on fuel pricing in the range of $4.00 per gallon. There are now revenue shortfalls in the current budget. County Auditor Bill Herzog spoke of budget shortfalls in the Sheriff/Jail budgets and the Transfer Station budget. Discussed having a policy to not allow use of fuel expenses for other items. Judge Sumter suggested taking money out of individual budget fuel line items and create a new countywide line item. **A motion was made by Judge Sumter, seconded by Commissioner Ingalsbe to move $225,500 from department budgets fuel line item to be placed in a new countywide fuel line item. All voting "Aye". MOTION PASSED**

26294 **APPROVE PURCHASE OF EQUIPMENT/VEHICLES NOT TO EXCEED $86,806.00 FOR THE ROAD DEPARTMENT AND AMEND THE BUDGET ACCORDINGLY** [T1-2617]

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Barton to approve purchase of three pieces of equipment/vehicles not to exceed $86,806 for the Road Department and amend the budget accordingly. All voting "Aye". MOTION PASSED

26282 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A CONTRACT FOR UP TO $15,619.00 FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES FOR THE TITLE V PRENATAL PROGRAM

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a contract for up to $15,619.00 from the Texas Department of State Health Services for the Title V Prenatal program. All voting "Aye". MOTION PASSED

26283 APPROVE THE MAY 2009 TREASURER'S REPORT AND INVESTMENT REPORT

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve the May 2009 Treasurer's Report and Investment Report. All voting "Aye". MOTION PASSED

26284 APPROVE PURCHASE OF A POWERHEART AED G3 AUTOMATIC FOR THE PCT. 4 OFFICE

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve purchase of a Powerheart AED G3 Automatic for the Pct. 4 Office. All voting "Aye". MOTION PASSED

26285 PUBLIC HEARING AND ACTION TO ESTABLISH TRAFFIC REGULATIONS ON BUTTERCUP LANE, CR 286 [T1-676]

Judge Sumter declared the public hearing open. No public input was received and the public hearing was closed. RPTP Director Jerry Borcherding gave staff recommendation for 25MPH speed limit approval. **A motion was made by Commissioner Conley, seconded by Commissioner Ford to establish traffic regulations of 25 MPH speed limit on Buttercup Lane. All voting "Aye". MOTION PASSED**

26286 ACCEPT ROAD CONSTRUCTION AND DRAINAGE IMPROVEMENTS RELEASE THE CONSTRUCTION BOND AND ACCEPT MAINTENANCE BOND FOR BIG SKY SUBDIVISION [T1-688]

RPTP Director Jerry Borcherding gave staff recommendation to release construction bond and accept maintenance bond. He also recommended accepting the private roads as county roads upon completion of two year maintenance period. **A motion was made by Commissioner Conley, seconded by Commissioner Ford to accept road construction and drainage improvements release the construction bond and accept maintenance bond for Big Sky Subdivision. All voting "Aye". MOTION PASSED**

26287 [08-04-69 – 3 LOTS] **PUBLIC HEARING ON REPLAT OF LOTS 12 AND 13, BEAR CREEK ESTATES AND APPROVE FINAL PLAT** [T1-750]

Judge Sumter declared the public hearing open. No public input was received and the public hearing was closed. Subdivision Coordinator Clint Garza gave staff recommendation for approval. **A motion was made by Commissioner Ford, seconded by Commissioner Conley to approve final plat of Bear Creek Estates Replat of Lots 12 and 13. All voting "Aye". MOTION PASSED**

DISCUSSION REGARDING ACCEPTANCE OF OWL HOLLOW ROAD AND EAST OWL HOLLOW ROAD INTO THE COUNTY MAINTENANCE SYSTEM [T1-783]

Ron Parker and Wade Parham (President of Rocky Ranch One HOA) made public comment and requested road acceptance by the county. Commissioner Ford spoke of safety issues and need for assistance to bring the road (1.55 miles) up to county standards and into the county road maintenance system. John Celetti spoke of petition that was circulated several years ago. RPTP Director Jerry Borcherding spoke of re-building the road at its current location – it will be built to country lane standards. It will cost approximately $54,650 in materials to bring this road up to county standards. Commissioner Conley spoke of changing county policy if action is taken as proposed on this item. Commissioner Ford spoke of neighborhoods that don't have viable options. She requested that the annual $50 road maintenance fee be collected and paid to the county as reimbursement. Commissioner Ingalsbe spoke of process followed in Precinct 1. Special Counsel Mark Kennedy spoke of possibility of amending the subdivision restrictions to allow increase in annual maintenance fee. Commissioner Ford advised that she will work with the HOA to consider other options.

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 14TH DAY OF JULY A.D., 2009, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

New employees were introduced to the court.

PRESENTATION OF COUNTY SERVICE AWARDS

Presentation was made of service awards by RPTP Director Jerry Borcherding to Ernest Cordova (Road Department) with 30 years of service, by Commissioner Barton to Constable Pct. 2 James Kohler with 30 years of service, and by Judge Sumter to Ed Cooper (Juvenile Probation) with 35 years of service,

4-H PRESENTATION

Richard Parrish, County Extension Agent, gave a report of 4-H activities in 2008-2009. He spoke of the 4-H program empowering the next generation by equipping youth with positive character, effective problem-solving and decision making skills. 4-H Ambassadors Katie Dickinson and Kayla Fink spoke of their experiences and knowledge they have gained through the 4-H program.

PRESENTATION BY MIKE WEAVER OF THE MONTHLY PROGRESS REPORT FOR THE HAYS COUNTY PASS THROUGH FINANCE PROGRAM FOR JUNE 2009 [T1-383]

Mike Weaver (Prime Strategies Inc.) presented a progress report regarding the Hays County Pass Through Financing Program regarding FM1626 Phase A (FM2270 to FM967), FM1626 Phase B (FM967 to Brodie Lane), FM110 (IH35 to SH123), US290 (Nutty Brown Road to Trautwein Road), IH35 Phase I (FM2001 to FM1626 & Kyle Crossing/CR210 Overpass), IH35 Phase IIA (RM 150 realignment), IH35 Phase IIB (FM1626 to Yarrington), and FM2001 Frontage Road Connector. He explained Amendment No. 2 to the Pass-Through Agreement for Payment of Pass-Through Tolls by the Department (TxDOT Contract No. PT 2005-013-001) which will be placed on the next Commissioners Court agenda.

PUBLIC COMMENT

[T1-625] Clay Huckaby [Buda Fire Chief / Hays County Fire Chiefs Association] made public comment. Invited court members to their next meeting.

26280 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve payment of county invoices in the amount of $655,084.21 as submitted by the County Auditor. All voting "Aye". MOTION PASSED

26281 APPROVE COMMISSIONER COURT MINUTES OF JULY 7, 2009

A motion was made by Commissioner Ford, seconded by Commissioner Ingalsbe to approve Commissioner Court Minutes of July 7, 2009 as presented by the County Clerk. All voting "Aye". MOTION PASSED

Agenda Item Request Form

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

AGENDA ITEM:

Accept the delivery of the internal examination report of the Justice of the Peace Precinct 5 Office.

CHECK ONE: X CONSENT ☐ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: 7/21/09

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Bill Herzog

SPONSORED BY: SUMTER

SUMMARY:

See the attached report.

OFFICE OF THE COUNTY AUDITOR
111 E. San Antonio Street, Suite 100
San Marcos, Texas 78666
512-393-2283
Fax: 512-393-2279
www.co.hays.tx.us

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

Marisol Villarreal-Alonzo, CPA
Assistant County Auditor
marisol.alonzo@co.hays.tx.us

July 13, 2009

Honorable Judge Scott Cary
Hays County Justice of the Peace Precinct 5
500 Jack C. Hays Trail
Buda, Texas 78610

Dear Judge Cary:

In accordance with subsection 115.002 of the Texas Local Government Code, the Auditor's Office performed an internal examination of the Hays County Justice of the Peace Precinct 5 financial records for the period of December 1, 2007 to December 31, 2008. The internal examination consisted of reviewing disbursements, receipts, deposits, fixed assets, and other supporting documentation. During the period under review, the Justice of the Peace Precinct 5 office was under the administration of Judge Lamont Ramage.

Based on the internal examination, except for the following findings and recommendations, cash receipts and disbursements appear to be adequately accounted for and related records appear to be accurately maintained in accordance with statutory requirements under subsection 112.001 of the Texas Local Government Code.

Monthly Financial Reports

Several Monthly Financial Reports did not reconcile to the clerk's till balance reports due to payment errors.

During our review, we identified several payment errors made to cases that were not properly or timely corrected. Payment errors were the result of payments applied to an incorrect case, receipts issued for the incorrect amount, or incorrect charges applied to the case. Monthly Financial Reports were affected when payment errors were made to cases and not corrected properly or timely, which resulted in several reports not reconciling. All reports were later reconciled once payment errors were properly corrected.

Recommendation

The Justice of the Peace Precinct 5 office should accurately review cases to ensure payment pertains to the proper case before it is applied to the case. In addition, clerks should verify that the charges were properly assessed for the type of case. Payment should then be applied to the case for the proper amount. The decrease in payment errors will aid in reconciling the Monthly Financial Reports.

Management Response (Judge Scott Cary)
I will ask the clerks to accurately review cases to ensure payment pertains to the proper case before it is applied to the case. In addition, clerks will be asked to verify that the charges were properly assessed for the type of case. Payment should then be applied to the case for the proper amount. *(SJC-04JUN09)*

Several credit card payments were not included in the Monthly Financial Reports.
Several credit card payments that were made using the online payment system were not reviewed and entered into the clerks' till registry when payment was received. The Treasurer's office or Auditor's office would notify the JP5 clerks of overlooked credit card payments when reconciling monthly reports. Overlooked credit card payments posted to the clerks' tills an average of 24 days after payment was received, causing reconciling differences between several monthly reports. All reports were later reconciled once the credit card online payment system was reviewed for overlooked payments and the credit card payments were entered into the clerk's till registry.

Recommendation
The credit card online payment system should be reviewed on a daily basis in order to determine if Justice of the Peace Precinct 5 fines were made via the online credit card payment system. If credit card payments are made through the online system, these payments should be entered into the clerks' till registers on a daily basis.

Management Response (Judge Scott Cary)
JP-5 Justice Court Administrator reviews the daily online credit card payments on most days. If a payment is made after 5:00PM and before 12 midnight it will show up on that day's balance sheet. In these cases, the problem cannot be corrected until the next day. I will ask the clerks to be more vigilant in tracking and recording the payments. *(SJC-26MAY09)*

The Justice of the Peace Precinct 5 office incurred monthly bank account settlement charges for transaction processing fees.
The Justice of the Peace Precinct 5 office incurred monthly bank account settlement charges for transaction processing fees. The bank began charging the transaction processing fees on a monthly basis beginning January 2008. The total fees charged for the period of January 2008 to December 2008 was $444.69.

Recommendation
The Auditor's office recommends the Justice of the Peace Precinct 5 office reexamine their bank account fees and research other banking institution fees in order to ensure county funds are expended efficiently. For example, the County's depository located in San Marcos does not charge transaction processing fees.

Management Response (Judge Scott Cary)
On 5/12/09 at approx. 2:30 PM, Judge Cary and Court Administrator, Pat Ford, met with Freddy Cantu at Chase Bank, 1569 Main St., Buda. We explained to Mr. Cantu that the account was opened by County Treasurer Michelle Tuttle several years ago and at that time there were no charges. Since the statements go directly to Treasurer Tuttle we were not aware of the charges. Mr. Cantu agreed to change the account to a Business Classic Checking account. There is a $14 monthly fee but the fee is waived with an average monthly balance of $5,000. Last month our average was approx. $6,500. Mr. Cantu also informed us that there could be a $1.50 cash handling fee per $1000 cash over $5000 deposited per month. This new business arrangement should substantially reduce the $444.69 in fees charged in 2008. *(SJC-12MAY09)*

Internal Controls

Lack of physical controls over cash.
Office personnel cash drawers were not restricted only to the individuals responsible for them throughout the day. During our review, the clerks stated that they all had access to each other's cash drawers throughout the day. Money is only secured at night once it is gathered from the clerks and placed in the safe.

Recommendation
Physical controls over cash are an integral part of the overall cashiering operation. Although money is secured at night, cash drawers should be restricted only to the individual responsible for them throughout the day to ensure internal controls are being met. Without proper oversight and accountability of cash, there is an increased risk for the misappropriation of County funds.

Management Response (Judge Scott Cary)
A new policy will be implemented restricting access to cash bags to each individual clerk. The bag will be kept in their individual desk drawers and locked when not in use. *(SJC-01JUN09)*

Inadequate segregation of duties for the Justice of the Peace Precinct 5 office.
The Justice of the Peace Precinct 5 office does not maintain adequate segregation of duties for personnel. The same individual is responsible for bookkeeping, authorizing transactions, recording transactions, preparing the deposit, and preparing the monthly financial reports. In addition, individuals who open the mail also process and issue receipts for the mail payments.

Recommendation
The Auditor's office recommends that the Justice of the Peace Precinct 5 office perform an examination of existing roles and responsibilities in order to identify incompatible duties and ensure there is an adequate segregation of duties. The duties performed by the individuals should be separated as practical as possible to minimize errors and irregularities. Supervisory review should be increased to ensure the proper collection, reporting, and safeguarding of revenues. Although the Justice of the Peace Precinct 5 office has personnel resource constraints that prohibit a comprehensive implementation of segregation of duties, the office should instill process changes that will encompass internal controls to the greatest extent possible.

Management Response (Judge Scott Cary)
The JP-5 office recently lost the full time clerk and hired a new part time clerk. The part time clerk will be moving to the full time position and a new part time clerk will be hired. We will look at these recommendations. There is a training time line that must be initiated to bring the new clerks up to speed with the basic task. In the mean time, I will review the bookkeeping on a weekly basis. *(SJC-04JUN09)*

Lack of security for handling deposits to the bank.
Judge Ramage physically delivers the daily receipts in a locked bag to the bank for deposit. In similar offices, cash deposits are transported to the bank by an armed Constable of the County.

Recommendation
The Auditor's office recommends that deposits be transported to the bank for deposit in a secure manner. For example, several other Justice of the Peace offices' deposits are transported by an armed Constable of the County. Although Judge Ramage transported the deposits to the bank in a locked bag, we recommend

that additional security methods be used to enhance employee safety and decrease the risk of loss associated with transporting funds to the bank.

Management Response (Judge Scott Cary)
The court clerk makes the deposits. It is rare that we take in a large amount of cash. Most transactions are by check or credit card. As a Judge and retired Peace Officer, I will soon be licensed to carry a concealed weapon. If we deposit over $500 in cash, I will make the deposits. If I am not available, I will ask the Justice Court Administrator to ask a Deputy Constable to accompany her to the bank when she has more than $500 or more in cash. *(SJC-04JUN09)*

We appreciate the cooperation and assistance provided to the Auditor's office during the examination. Please advise us within (30) days of the date of this letter, the status of the corrective action taken on the recommendations reported.

Sincerely,

Bill Herzog, CPA
Hays County Auditor
bh/cmr

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:

The Hays County Health Department is requesting that the County Judge execute the Public Health Emergency Preparedness program and funding for FY 2010, in the amount of $145,344.00.

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

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

PREFERRED MEETING DATE REQUESTED: July 21 , 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Hargraves

SPONSORED BY: SUMTER

SUMMARY:

This is a contract between the Hays County Personal Health Department and the Texas Department of State Health Services for Public Health Emergency Preparedness funds for FY 2010. The award is for $145,344.00. The funding is for August 1, 2009 through July 31, 2010.

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number **2009-031944** (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and **HAYS COUNTY HEALTH DEPARTMENT** (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is **$145,344.45**, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on **08/01/2009** and ends on **07/31/2010.** DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2009-031944-001 CPS-BIOTERRORISM PREPAREDNESS

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s), and
   e. Contractor's response(s) to the Solicitation Document(s).
   f. Exhibits

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HAYS COUNTY TREASURER
Address: 111 E SAN ANTONIO ST
SAN MARCOS, TX 78666-5557
Vendor Identification Number: 17460022415002

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HAYS COUNTY HEALTH DEPARTMENT
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

92648-1

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2009-031944

Application or Contract Number

HAYS COUNTY HEALTH DEPARTMENT

Organization Name

CSCU # EF29-12374 - Revised 08.10.07

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-P12 "Construction Materials Testing Services" and authorize Purchasing to solicit for proposal and advertise.

CHECK ONE: X☐ CONSENT ☐ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Borcherding

SPONSORED BY: SUMTER

SUMMARY: See attached specifications

CONSTRUCTION MATERIALS TESTING SERVICES
RFP #2009-P12
HAYS COUNTY, TEXAS

General Conditions:

1. Hays County will be accepting RFP's for furnishing the services set forth in this request for proposal.

2. Proposals received in the County Purchasing Office after the submission deadline shall be returned unopened and will be considered void and unacceptable. Hays County is not responsible for lateness of mail, carrier, etc.

3. The County reserves the right to accept or reject in part or in whole any proposals submitted, and to waive any technicalities in the best interest of the County. The County further reserves the right to negotiate, discuss and/or interview those vendors considered to be responsive.

4. Proposals will be received and publicly opened at the location, date and time stated within. Only the names of the vendors will be read at that time. Proposers, their representatives, and interested parties may e present.

5. By submitting a proposal, the vendor certifies that he has fully read and understands the "Request for Proposal" and has the full knowledge of the scope and quality of the services to be furnished and intends to adhere to the provisions described herein.

6. The vendor shall furnish any additional information as Hays County may require.

7. Invoices shall be sent to the Hays County Auditor's Office, 111 E. San Antonio Street, Suite 100, San Marcos, Texas 78666.

8. Hays County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provisions of services.

9. Any interpretations, corrections or changes to this proposal will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager, Addenda will be sent to all that are known to have received a copy of this RFP. Vendor shall acknowledge receipt of all addenda.

10. **Proposals are due no later than 2:00 p.m., August 6, 2009 in the Hays County Purchasing Office, to the attention of Cindy Maiorka, 111 E. San Antonio Street, Suite 101, San Marcos, Texas 78666.**

Overview:

Hays County is seeking to enter into a professional services contract with a competent firm in performing construction materials testing services.

On-Site Responsibilities and Risks:

- **Right–of–Entry**- Unless otherwise agreed, Hays County will furnish rights-of-entry and obtain permits as required to perform the fieldwork.

- **Damage to Property-** awarded vendor will take reasonable precautions to reduce damage to land and other property caused by vendor's operations. However, Hays County understands that damage may occur and vendor's fee does not include the cost of repairing such damage. If Hays County requires vendor to repair and/or pay for damages, vendor will undertake the repairs and add a pre-agreed cost to vendor's fee.
- **Toxic and Hazardous Materials-** Hays County will provide vendor with all information within Hays County's knowledge as to the potential occurrence of toxic or hazardous materials, or biological pollutants (mold, fungi, spores, bacteria and viruses) at the site being investigated.
- **Utilities and Pipelines-** While performing fieldwork, vendor will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities.
- **Standard of Care-** Vendor will conduct its work in a safe, work-man like manner, and will observe the work-site safety requirements of Hays County that have been communicated to vendor in writing. Vendor will perform its services consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same location.

BID SHEET
FOR CONSTRUCTION MATERIALS TESTING SERVICES
RFP #2009-P12

Field Technicians:	Regular Time	Overtime
Technician (NICET level 1 or equivalent	$_____/hr	$_____/hr
Senior Technician (NICET level II or equivalent)	$_____/hr	$_____/hr
Senior Supervising Technician (NICET level III Or equivalent)	$_____/hr	$_____/hr

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Field Testing & Equipment:

Transportation	$_____/mile
Nuclear Density Tests (in addition to technical time)	$_____/test
Asphalt Coring Equipment	$_____ /hr
Concrete Coring Equipment	$_____/hr
Concrete Core Bit Charges	
• 3 inch diameter core	$_____/inch
• 4 inch diameter core	$_____/inch
• 6 inch diameter core	$_____/inch

Laboratory Testing-Soil	
• Natural Moisture Content	$_____/ea
• Atterburg Limits	$_____/ea
• Sieve Analysis-Soil (Nos.4,40, and 200)	$_____/ea
• Percent Passing No. 200 Sieve	$_____/ea
• Moisture Density Relationship (ASTM D 698)	$_____/ea
• Moisture Density Relationship (ASTM D 1557)	$_____/ea
• Moisture Density Relationship (TEX-113-E	$_____/ea
• Moisture Density Relationship (TEX-114-E)	$_____/ea
• Texas Triaxial Compression Test on Base Material (TEX-117-E Part II)	$_____/specim
• Wet Ball Mill (TEX-116-E)	$_____/ea
• Permeability of Silt or Clay	$_____/ea
• Sample Remolding	$_____/ea
• Sample Preparation (Soils with P.I.>25)	$_____/ea

Laboratory Tests-Concrete and Cement

- Concrete Mix Design $_____/ea
- Aggregate Sieve Analysis $_____/ea
- Absorption of Aggregate $_____/ea
- Unit Weight of Aggregate $_____/ea
- Concrete Cylinder Compression Strength (ASTM D 39) $_____/ea
- Beam Flexural Strength (ASTM C 78) $_____/ea

Laboratory Testing- Asphalt and Roofing

- Mix Design (Hveem or Marshall Method) $_____/set
- Molding Test Specimens, Bulk Density & Stability (3 per set) $_____/set
- Determine Maximum Theoretical Density $_____/ea
- Flow Value $_____/ea
- Swell Value $_____/ea
- Stripping Test $_____/ea
- Extraction (percent of bitumen & aggregate gradation) $_____/ea
- Bulk Specific Gravity of Asphalt Core $_____/ea

Report Preparation

- Word processing $_____/hr
- Drafting $_____/hr
- Reproduction $_____/copy
- Postage $_____

Project Management

- Project Manager/Engineer $_____/hr
- Laboratory Manager $_____/hr

Outside Services $_____

Bid due date is Thursday, August 6, 2009 no later than 2:00 p.m. Sealed proposals will be received at the Hays County Purchasing Office located at 111 E. San Antonio Street, Suite 101, San Marcos, Texas 78666.

Proposals will be evaluated and awarded on basis of qualifications and pricing of services requested.

INSURANCE AND LIABILITY

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

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

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

CONSTRUCTION MATERIALS TESTING SERVICES
RFP #2009-P12
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** **Email**

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

CODE OF ETHICS FOR HAYS COUNTY

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

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

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

1. It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

2. It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

   A. The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

   B. A business or organization in which the employee, or any member of the employee's family immediate family, has a financial interest pertaining to the procurement.

   C. **Gratuities:** It shall be breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

   D. **Kickbacks:** It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

   E. **Contract Clause:** The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

F. **Any effort to influence any employee, elected official, or department head to violate the standards of this code are grounds to void the contract. Please certify by your signature below that you understand the ethics policy of Hays County and in no way will attempt to violate the code.**

SIGNATURE: _____

PRINT NAME AND TITLE: _____

COMPANY NAME: _____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

AGENDA ITEM: Accept $2,000 donation to The Historical Commission for the Jack C. Hays production and amend the budget accordingly. Additionally, amend the budget for the $6,000 previously approved by the Court on July 7th.

CHECK ONE: X CONSENT ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED: 01-386-5449 & 01-490-5449

REQUESTED BY: Auditor & Historical Commission

SPONSORED BY: Sumter

SUMMARY: The Historical Commission received a $2,000 donation for the Jack C. Hays production from Rutherford Ranch where the production was filmed. The budget needs to be amended to reflect this donation. We need to also amend the budget to reflect the $5,000 from contingencies and $1,000 from Pct 4 that was allocated for this project on July 7, 2009.

Bill Herzog

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 RFQ #2009-P13 "Design Build Services for the Hays County Government Complex" and authorize Purchasing to solicit for proposal and advertise.

CHECK ONE: X☐ CONSENT ☐ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka

SPONSORED BY: Commissioner Ingalsbe

SUMMARY: See attached specifications

REQUEST FOR QUALIFICATIONS FOR
DESIGN BUILD SERVICES

HAYS COUNTY
GOVERNMENT COMPLEX

RFP No.: 2009-P13

RFQ RESPONSES MUST BE RECEIVED ON OR BEFORE:
August 12th, 2009 at 2:00 PM

NOTE: Proposals must be time stamped at the Hays County Purchasing Department Office on or before the hour and date specified for receipt of proposals.

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SECTION 1

INTRODUCTION

1.1 Description of Hays County

Hays County (hereinafter the "County" or "Owner") is one of the fastest-growing counties in Texas. Founded March 1, 1848, Hays County's population has grown from fewer than 500 residents at its inception to more than 140,000 (2009 estimate). Ideally situated between Austin and San Antonio, the county's rich history, geographical significance and natural beauty continue to make Hays County an excellent location to live, work and visit. The County seat is San Marcos. The Courthouse is located on the square in downtown San Marcos.

1.2 Objective

Hays County is planning the design and construction of a Government Center Complex to consolidate over 20 different departments from multiple owned and leased properties. Successful completion of this project will provide Hays County with adequate space for their existing staff; improved operational efficiency; adequate parking for staff and visitors; a clear and simple orientation / graphic system; reduced operational and maintenance expenses (through the incorporation of energy efficient / sustainable design elements); flexibility; and direction to accommodate future growth.

Additional general scope of work information regarding the Government Complex Project can be found in Section 4 of this RFQ.

1.2 Background

Hays County has been developing this project for several years and has confirmed their commitment to accomplishing this projects goals by recently acquiring 26.98 acres of land located off of Stagecoach Trail. Within their development agreement; the County has options to purchase an additional 9.04 acres. In 2008, a program establishing the County's space requirements was published followed by the completion of schematic design documents. In early 2009 design development drawings were presented to the court for approval. Shortly thereafter Hays County hired Broaddus & Associates for project management consulting services. A process of evaluation was initiated which included a constructability review, and scope / budget analysis. The Owner's total project cost was established identifying overall budget requirements. Early this summer, a budget work session was conducted with the Court resulting in the project team being challenged with the following directives to re-evaluate project scope and costs:

A. Leverage functional efficiency to reduce space requirements
B. Re-evaluate growth projections and related space requirements
C. Reduce square footage
D. Benchmark similar projects/counties
E. Reduce the estimated construction cost per square foot
F. Incorporate value engineering
G. Provide a facility that will accommodate changes
H. Develop a long term phasing plan to accommodate future growth

The development and approval of the revised program is underway and scheduled to be published prior to the release of the Request for Proposal documents.

1.3 Definitions, and Special Concerns

As used in this RFQ, the terms below have the meanings set forth below:

A. "Contract" means the contract between the County and the Contractor for the design and construction of the Government Complex Project.

B. "Contractor" means the partnership, corporation, or other legal entity or team which the County contracts for the design and construction of the Government Complex Project, and which includes an engineer or architect registered to practice in the State of Texas and a builder qualified to engage in building construction in Texas.

C. "Design Criteria Package" means a set of documents that provides information to Respondents to permit a design-build firm to prepare a response to an institution's request for proposals. The design criteria package specifies criteria the Owner considers necessary to describe the project and may include, as the Owner considers appropriate, the legal description of the site, survey information concerning the site, interior space requirements, special material requirements, material quality standards, conceptual criteria for the project, special equipment requirements, cost or budget estimates, time schedules, quality assurance and quality control requirements, site development requirements, applicable codes and ordinances, provisions for utilities, parking requirements, or any other requirement, as the Owner may determine is applicable.

D. "Design-Build Firm" means a partnership, corporation, or other legal entity or team that includes an engineer or architect and builder qualified to engage in building construction in Texas.

E. "Design-Build Statue" means Texas Local Government Code Section 271.119, as amended.

The design/build method for accomplishing the design and construction of the Government Complex Project is governed by the Design/Build Statute. The County has entered into an agreement with Broaddus & Associates (the "Owner Representative" and the "Project Manager") to provide Owner's Representation services to the County for the Government Complex Project, in accordance with the Design/Build Statute.

The characteristics of this project will require a high degree of cooperation and coordination between the County, the City of San Marcos, the design and construction firms, and the Owner's Representative.

SECTION 2

NOTICE TO RESPONDENTS

2.1 General

The County is accepting Statement of Qualifications ("SOQ's") from firms interested in performing design/build services related to the Government Complex Project, pursuant to the Design/Build Statute, and in accordance with the terms, conditions and requirements set forth in this request for Qualification ("RFQ"). This RFQ is intended to provide sufficient information for interested parties to prepare and submit SOQ's for consideration by the County.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFQ CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

2.2 Submittal Location/Deadline

Location: Hays County Purchasing Department
111 E. San Antonio St., Ste. 101
San Marcos, TX 78666

Deadline: 2:00 p.m. Central Time on August 12th, 2009.

2.3 Contacts

Any questions or concerns regarding this Request for Qualifications shall be directed to:

for Purchasing Questions:
Cindy Maiorka
Hays County Purchasing Department
111 E. San Antonio St., Ste. 101
San Marcos, TX 78666
Phone: (512) 393-2273
Fax: (512) 393-2276
Email: cindym@co.hays.tx.us

for Technical Questions:
Jennifer Nesloney
Broaddus & Associates
1301 S. Capital of Texas Highway, Suite A-302
Austin, TX 78746
Phone: (512) 347-3659
Fax: (512) 329-8242
jnesloney@broaddusassociates.com

The County specifically requests that respondents restrict all contact and questions regarding this RFQ to the above named individuals. Respondents are prohibited from directly or indirectly communicating with County Court members and are prohibited from contacting County staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member. Any violation will result in immediate disqualification of the respondent from the selection process.

2.4 Inquiries and Interpretations

Inquiries regarding this RFQ must be in written form only, and must be received by 5:00 p.m. Central Time on August 5th, 2009. Inquiries may be mailed, faxed or emailed. All inquiries must

include contact person, address and facsimile number. Responses to questions will be posted online. Questions must be submitted to the contacts identified in Section 2.3.

Responses to inquiries which materially interpret or change this RFQ will be issued by addendum which can only be viewed at www.co.hays.co.tx.us. From this home page select bid listings from the popup menu located underneath Quick Links to navigate to the purchasing website. All addenda issued by the County prior to the SOQ submission deadline shall be considered part of the RFQ, and respondents are required to consider and acknowledge receipt of each addendum in their SOQ's.

Only those responses to inquiries which are included in formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect. The respondent must acknowledge all addenda on the Execution of Offer form submitted with the SOQ.

2.5 Contract Award Process

The County anticipates awarding the Contract to a respondent for the Government Complex Project following a two-phase procedure. Phase one of the selection process is based on the qualifications of the respondents. The County will evaluate the qualifications of the respondents based on the qualifications criteria set forth below. Cost-related or price-related factors will not be used and should not be submitted by respondents in phase one. Each respondent must certify to the County that each engineer or architect that is a member of the respondent's team was selected based on demonstrated competence and qualifications. As a result of phase one of the selection process, the County will qualify a maximum of five potential respondents to submit proposals in response to a Request for Proposals ("RFP") in phase two of the process.

Phase two of the selection process will involve the County's issuance of the RFP and the submission of competitive sealed proposals by selected respondents. Pre-qualified respondents will be asked to submit proposals, including monetary proposals, by a date determined by the County in response to the RFP. Proposals will be opened publicly to identify the names of the respondents. Other contents of the proposals will be afforded security sufficient to preclude disclosure of their contents prior to award. Within 45 days after the date of opening the proposals, the County will evaluate and rank the proposals using the selection criteria contained in the RFP. After opening and ranking, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification, or, the County may discuss with the selected respondent offers for cost reduction and other elements of the respondent's proposal. If the County determines that it is unable to reach a contract satisfactory to the County with the selected respondent, then the County will terminate discussions with that respondent and proceed to the next respondent in order of selection ranking, and continue in this process until a contract is reached or the County has rejected all proposals. The County will not disclose information from one respondent's proposal to another respondent in conducting such discussions. The County reserves the right to award a contract for all or any portion of the Government Complex Project, award multiple contracts, or to reject any and all proposals if deemed to be in the best interests of the County. The County also reserves the right to re-solicit for proposals if deemed to be in the best interests of the County, and to temporarily or permanently abandon the procurement. If the County awards a contract, it will award the contract to the respondent, whose proposal is the most advantageous to the County and offers the best value, considering price and the evaluation factors set forth in the RFP.

The County will evaluate proposals received from pre-qualified respondents based on the selection criteria contained in the RFP. The County may discuss or negotiate all elements of the proposal with respondents in ranking order as described above. After the submission of proposals, and as part of such discussions or negotiations, the County may permit a respondent to revise its proposal in order to obtain the respondent's best and final offer.

2.6 Type of Contract

Upon award by the County of a design-build contract, the successful respondent will be required to enter into a contract in a form based on standard AIA agreements, a copy of which will be made available with issuance of the Request for Proposal. The compensation structure will be based on negotiated professional service fees; and cost of work plus fee with multiple guaranteed maximum price (GMP) amendments. The County reserves the right to include the respondent's SOQ or any part or parts of the selected proposal in the final contract.

2.7 Criteria for Qualification

The respondent selected for prequalification will be the respondent whose qualifications, as presented in the respondent's SOQ, are the most advantageous to the County.

A project Steering Committee comprised of key elected officials, department managers and representatives of the project management team will be participating as evaluators in all phases of this solicitation. In general, the criteria for evaluation of qualifications, and selection of the qualified respondent(s), will be based on the factors summarized below.

More specific evaluation criteria are listed in Section 6.

1.	The respondent's capability to perform the design-build services for the Government Complex Project, including respondent's demonstrated capability and financial resources to perform the work within the time and budget projected.	15 Points
2.	The qualifications and experience of the team members proposed to manage the Government Complex Project for respondent.	15 Points
3.	The respondent's demonstrated technical and management competence with design/build projects.	15 Points
4.	The respondent's demonstrated experience with court or county government design/build projects.	10 Points
5.	The respondent's knowledge of current construction methods and technology.	10 Points
6.	The respondent's knowledge of innovative design or construction methods.	5 Points
7.	The quality of references from past customers of respondent.	10 Points

8.	The demonstrated ability of the respondent to meet budgets and schedules on past projects.	10 Points
9.	The respondent's safety record supported by accurate and verifiable data.	10 Points
	Total	100 Points

2.8 Respondent's Acceptance of Evaluation Method

Submission of an SOQ indicates respondent's acceptance of the evaluation technique and respondent's recognition that some subjective judgments must be made by the County's evaluation team during the assigning of points.

2.9 Acknowledgements

Each respondent, in submitting an SOQ, understands and agrees that this RFQ is predicated on the County's anticipated requirements for the Government Complex Project, and that the County has made no representation, written or oral, that any such requirements be furnished under a contract arising in connection with this RFQ. Furthermore, each respondent, in submitting an SOQ, understands and agrees that all costs incurred by the respondent in connection with the two-phase selection process hereunder shall be at the sole risk and responsibility of the respondent.

2.10 Key Events Schedule:

Issue Request for Qualifications	Wednesday July 22nd, 2009
Receive Statements of Qualification	Wednesday August 12th, 2009
Short List Identified	Wednesday August 19th,, 2009
Issue Request for Proposal	Thursday August 20th, 2009
Proposal Submittal Deadline	Thursday September 3rd, 2009
Interviews	September 7th – 9th, 2009
Court Approval to Negotiate Contract	September 15th, 2009

2.11 Eligible Respondents

Only individual firms or lawfully formed formal business organizations may submit an SOQ, unless the respondent expressly states in writing in the SOQ that, if awarded a contract, it will lawfully form a formal business organization in a timely manner so as not to delay the Government Complex Project. Any informal associations will be disqualified. This does not preclude a respondent from engaging consultants by contract. The County will contract only with individual firms or formal organizations such as a) joint ventures, b) limited liability corporations, c) partnerships, or d) corporations authorized to do business in the State of Texas.

SECTION 3

SUBMITTAL REQUIREMENTS

3.1 General Instructions

A. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed.

B. SOQ's and any other information submitted by respondents in response to this RFQ shall become the property of the County.

C. The County will not reimburse respondents for any expenses incurred for SOQ preparation or for any demonstrations that may be made, unless otherwise expressly stated in this RFQ or required by law. Respondents submit SOQ's at their own risk and expense.

D. SOQ's which are qualified with conditional clauses, or alterations, or items not called for in the RFQ, or irregularities of any kind are subject to disqualification by the County, at its sole option.

E. Each SOQ should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of this RFQ and the potential RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the County's needs.

F. The County makes no guarantee that an award will be made as a result of this RFQ or any subsequent RFP, and reserves the right to accept or reject any or all SOQ's, waive any informalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or subsequent RFP when deemed to be in the County's best interest. Representations made within an SOQ and any subsequent proposal will be binding on the respondent firms. The County will not be bound to act by any previous communication or information submitted by a respondent.

G. Respondents wishing to submit a "No-Response" are requested to return the first page of the Execution of Offer (ref. Section 6). The returned form should indicate the respondent's name and include the words "No-Response" in the right-hand column.

H. Failure to comply with the requirements contained in this RFQ may result in the rejection of a respondent's SOQ.

3.2 Preparation and Submittal Instructions

A. Each respondent must complete, sign and return the attached Section 5, Execution of Offer, as part of its SOQ. The Execution of Offer must be signed by an officer of the respondent's company authorized to bind the respondent to the statements and representations in the SOQ. Failure to sign and return this form will subject a respondent's SOQ to disqualification.

B. Each respondent must include answers to required questions in the attached Section 6, Respondent Questionnaire. It is not necessary for a respondent to repeat the questions in the SOQ; however, it is essential that the respondent reference the question number to each corresponding answer. In cases where a question does not apply or if unable to respond, reference the question number and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Briefly explain the reason for each N/R response.

C. Page Size, Binding and Dividers

Each SOQ must be typed on letter-size (8-1/2" x 11") paper. The County requests that each SOQ be submitted in a GBC bound format. Other binding methods are acceptable but traditional formats within concise packages that can be easily stored are encouraged. Preprinted material should be referenced in the SOQ and included as labeled attachments. Sections should be divided by tabs for ease of reference. Number each side of each page consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc. SOQ's must be limited to 100 pages. Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Provide the number of copies of the SOQ specified in the advertisement. Any SOQ exceeding the 100-page limit will be disqualified.

D. Table of Contents

Include with the SOQ a Table of Contents that, minimally, includes tab number references noted in the following table. Additional detail, including page numbers of sub-sections, is encouraged. The first 9 tabs of the Table of Contents should correspond to the 9 Criteria for Qualification stated in paragraph 2.7 and further detailed in Section 6. Tab 10 should contain a completed and executed copy of the Execution of Offer Letter as well as certifications from the firm's insurance and bonding agents.

Tab 1	The respondent's capability to perform the design-build services for the Government Complex Project, including respondent's demonstrated capability and financial resources to perform the work within the time and budget projected.
Tab 2	The qualifications and experience of the team members proposed to manage the Government Complex Project for respondent.
Tab 3	The respondent's demonstrated technical and management competence with design/build projects.
Tab 4	The respondent's demonstrated experience with court or county government design/build projects.
Tab 5	The respondent's knowledge of current construction methods and technology.
Tab 6	The respondent's knowledge of innovative design or construction methods.

Tab 7	The quality of references from past customers of respondent.
Tab 8	The demonstrated ability of the respondent to meet budgets and schedules on past projects.
Tab 9	The respondent's safety record supported by accurate and verifiable data.
Tab 10	Execution of Offer Letter and Agents Certifications A. Signed and Completed Execution of Offer (ref. Section 5) B. Certifications 1. Bonding Agent Letter (ref. paragraphs 3.3) 2. Insurance Agent Letter (ref. paragraphs 3.3)

E. Pagination

All pages of the SOQ should be numbered sequentially in Arabic numerals (1, 2, 3, etc.) or by section (1-1, 1-2, etc.). Attachments should be numbered or referenced separately.

F. Number of Copies

1) Submit one (1) original and a total of ten (10) complete copies of the entire SOQ with one (1) complete consolidated electronic copy of files in PDF format. An original signature must appear on the Execution of Offer (ref. Section 5) of the Original, which should be distinctly identified.

G. Submission

1) Proposal materials shall be enclosed in a sealed, opaque envelope, box or container addressed to Cindy Maiorka, Purchasing Agent. The package must clearly identify the RFP number, the submittal deadline and the name and return address of the Respondent.
2) Properly submitted Proposals shall be opened publicly and the names of the Respondents shall be read aloud.
3) Properly submitted Proposals will not be returned to Respondents.
4) Late SOQ's will not be considered under any circumstances and will be returned to respondent unopened.
5) Telephone, facsimile or e-mail submission of SOQ's is not acceptable in response to the RFQ.

Reference Section 2.2 for submission location and deadline.

3.3 Bonds and Insurance Instructions

Attach a letter of intent from a surety company indicating the respondent's bond ability for the Government Complex Project.

Attach a letter of intent from an insurance company indicating the insurability of the respondent for the Government Complex Project.

The surety and insurance companies shall each acknowledge that the firm may be covered for all construction phases of the Government Complex Project, with a potential maximum construction cost of $70,000,000.

3.4 Bonds and Insurance Requirements

A. The Contractor shall procure and maintain the following types of insurance coverage in at least the following amounts (unless the contract specifies different coverage or amounts).

1.	Workers' Compensation:	Statutory
2.	Employer's Liability	$ 500,000.00
3.	Comprehensive General Liability:	$1,000,000.00 each occurrence $1,000,000.00 in the aggregate
4.	Comprehensive Automobile Liability (Any auto, hired auto, non-owned auto)	
	a) Bodily Injury:	$ 1,000,000.00 each person $1,000,000.00 each occurrence
	b) Property Damage:	$ 1,000,000.00 each occurrence
5.	Owner's and Contractor's Protective:	$1,000,000.00
6.	Builder's Risk:	full value of construction costs
7.	Professional Liability Insurance:	Min. $1,000,000
	a) with terms and carrier acceptable to Owner	

B. The Contractor must meet the following requirements:

Each policy of insurance shall be issued by one or more insurance companies each of which must have an A.M. Best Company financial and performance rating of A-IX or better and be qualified and authorized by the laws of the State of Texas to assume the risk covered by such policy.

C. Contractor shall deliver to the County:

1. Certificates evidencing the existence of all required insurance promptly after the execution and delivery of the contract; and

2. The Contractor must deliver replacement certificates at least thirty (30) days prior to the expiration of any required insurance. If the Contractor fails to pay any of the premiums for the insurance, the County shall have the right to make the payments and set off the amount thereof against payments owed to the Contractor; and

3. The insurance certificates must name the County as an Additional Insured, with the exception of Workers' Compensation and Employer's Liability, and must provide that the policies will not be canceled until after thirty (30) days' unconditional, unqualified written notice to the County, giving the County the right to pay the Premium to maintain coverage.

4. The insurance certificates must contain a Waiver of Subrogation in favor of the Owner.

5. The required insurance policies required in this RFQ shall be kept in full force and effect for the periods specified below:

(a) Commercial General Liability Insurance, Auto Liability, Builder's Risk, and Owner's and Contractor's Protective shall be kept in force until receipt of final payment by the Contractor;

(b) Workers' Compensation Insurance shall be kept in force until the Contractor's obligations have been fully performed, and accepted by the County in writing.

6. The Contractor shall provide the County a full and complete copy of any insurance policy promptly upon request by the County, and without charge to the County.

7. Replacement certificates shall be provided not less than thirty (30) days prior to the expiration of any such insurance. If, however, Contractor fails to pay any of the renewal premiums for the expiring policies, the Owner shall have the right to make such payments and set off the amount thereof against the next payment coming due to Contractor under any purchase order or agreement; and

D. Bonding

The Contractor shall meet the following requirements:

1. The Contractor shall provide evidence satisfactory to the County of bonding capacity in the total estimated maximum amount of the design-build contract in its SOQ.

2. The Contractor shall deliver payment and performance bonds to the County within ten (10) days of execution of the Contractor's guaranteed maximum price proposal ("GMP"). The bonds will be in accordance with the provisions of Chapter 2253, Texas Government Code. The bonds shall be in the amount of the construction services portion of the contract only and shall not include amounts solely attributable to design services. The bonds shall be executed by a corporate surety or sureties authorized to do business in the State of Texas and acceptable to the Hays County. The surety or sureties must have a rating of B+ or higher as registered with the A.M. Best Company Bond Rating Service. If any bond is for more than 10 percent of the surety's capital and surplus, the Owner may require certification that the company has reinsured the excess portion with one or more reinsurers authorized, accredited, or trusted to do business in the State. A reinsurer may not reinsure for more than 10 percent of its capital and surplus. If a surety upon a bond loses its authority to do business in the State, the Contractor shall within thirty (30) days after such loss furnish a replacement bond at no added cost to the Hays County.

3. Each bond shall be accompanied by a valid Power-of-Attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney in fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond. Each bond with a penal sum in excess of $100,000 shall be executed by a corporate surety or sureties listed on the then-current version of U.S. Treasury Department circular 570 and which hold a certificate of authority from the U.S. Secretary of the Treasury as a surety, or obtain reinsurance from a reinsurer authorized as a reinsurer in Texas and which is

listed on the then-current U.S. Treasury Department circular 570 and holds a certificate of authority from the U.S. Secretary of the Treasury as a surety or reinsurer.

4. Security Bond: The Contractor will be required upon execution of the contract to execute a Security Bond in the amount of 5% of the Construction Cost Limitation. Any further specific requirements will be outlined in the Design Build Contract Agreement.

3.4 Pricing

Statement of Qualification responses shall not include proposals for fees, pricing, or other compensation. Such information will be solicited from firms qualified by the County in the subsequent RFP.

SECTION 4

SPECIFICATIONS FOR THE RFQ

4.1 General

The County requests SOQ's from qualified and experienced firms for the Government Complex Project meeting the following minimum specifications stated in this Section.

4.2 Budget Specifications/Scope of Work

The County's Construction Cost Limitation ("CCL") Total for the Government Complex Project will not exceed $70,000,000. Budget scenarios are being developed concurrently with the revised program. A date of August 11th, 2009 is being targeted for the court approval of the program and project budget. Three revised scenarios are currently being prepared:

Scenario 1 – CCL of $70,000,000
Scenario 2 – CCL of $58,000,000
Scenario 3 – CCL of $45,000,000

This information is pending Court approval and is subject to change. Upon Court approval, the program will be finalized and issued to the Design Build Team prior to final contract negotiations. Approval of GMP and initiation of construction phase activities are contingent upon funding approval through a public funding process.

4.3 Delivery

Hays County's milestone events for the Government Complex Project established to date include:

Begin Construction	April 2010
Substantial Completion	September 2011
Final Completion	Oct/Nov 2011
Occupancy	Nov/Dec 2011
Grand Opening	Nov/Dec 2011

4.4 Scope of Work

This document does not address all design and construction phase deliverables required for this project. Included in the scope of work requirements are the following phases:

A. Rough layout/conceptual master plan
B. Schematic Design including presentations to the County
C. Design Developmental including presentations to the County
D. Construction Documents including presentations to the County
E. Bidding/Negotiation/Award of Sub Contracts
F. Construction Administration
G. Project Closeout/Commissioning
H. Warranty Review

4.5 Design Deliverables

Specific design deliverables will be developed and negotiated during the RFP/Contract negotiation phases. The A/E team will be participating in all preconstruction and construction activities related to value engineering; constructability reviews, PDRI sessions, Steering Committee presentations, and Hays County Court presentations and shall be prepared to accommodate resulting design modifications accordingly.

The following documents will be among those available during the RFP solicitation and contract negotiation phases:

A. Phase I Environmental Report
B. Geotechnical Report
C. Program
D. Schematic & Design Development Documents
E. Legal Plat

4.6 Construction Deliverables

Specific construction deliverables will be developed and negotiated during the RFP and Contract negotiation phases. The Contractor will have the primary responsibility for design and construction

A. Maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this Contract;

B. Assign to the County a designated single point of contact representative who will be responsible for the coordination and administration of the County's main requirements;

C. The Contractor will provide a centrally located field office including accommodations within its facilities for the County representatives, consultants and consultant's staff;

D. Following the County's selection of a Contractor, the Contractor's engineers or architects shall complete the design, submitting all design elements for review and determination of scope compliance by the County's reviewing and approving authority before commencing construction;

E. An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of the Texas Engineering Practice Act (Article 3271a, Vernon's Texas Civil Statutes, as amended). An architect shall have responsibility for compliance with the requirements of the Texas Architectural Practice Act (Article 249a, Vernon's Texas Civil Statutes, as amended)

F. Attend meetings with County representatives, Project Manager and the Architect as required throughout the project;

G. Provide preliminary evaluation of the Owner's design criteria and the budget parameters;

H. Provide information and recommendations on site usage and site improvements; building systems, equipment, and construction feasibility; selection and availability of materials and labor; and time requirements for installation and construction;

I. Implement and maintain a constructability program to identify and document project cost and schedule savings opportunities;

J. Implement and maintain a critical path method schedule ("CPM Schedule"), which coordinates and integrates activities, including the construction services, the Architect's design services and the work of other consultants, subcontractors and suppliers;

K. Provide ongoing cost estimating services throughout the duration of the project;

L. Review all drawings, specifications and other construction documents as they are developed by the Architect;

M. Consult with representatives of the County, Project Manager and Architect on the selection of materials, equipment, component systems and types of construction used on the project;

N. Provide construction management, administration, quality control, safety and supervision during construction of the project;

O. The Contractor shall supply a signed and sealed set of construction documents in both printed and electronic form for the Government Complex Project to the County at the conclusion of construction.

4.7 Basis of Compensation

The Contractor will be required to provide multiple Guaranteed Maximum Price ("GMP") proposals as a part of its scope of services. It is currently anticipated that there will be several GMP packages developed including early civil packages with the main GMP developed at the end of the design development phase. Specifically included in this design/build GMP will be the following:

A. Professional fees / reimbursable expenses: including architects, engineers, specialty consultants, and subcontractors for design development and construction;

B. Pre-design surveys and investigations: including preliminary evaluation of the concept plan and feasibility study, constructability review and preliminary estimate, geotechnical soils report, and value engineering of concept plans, etc.;

C. All required permitting from federal, state, county and local governing jurisdictions;

D. Site development: including water quality and water detention, grading, drainage, irrigation, retaining structures, parking, driveways, and landscaping;

E. General conditions, overhead expenses and profit;

F. Construction sub-trade packages;

G. Utility services: including water, waste water, electrical, gas, telephone, data, and special systems connections such as fire alarms and security. Depending upon the development of the plan, the contractor may also be responsible for off-site water and waste water line extensions and road improvements.

H. Construction inspection, quality control and quality assurance;

I. Design and construction contingencies / allowances;

J. Complete field "as-built" documentation and final electronic "record" drawings; and

K. Start-up, commissioning, testing, and staff training in the use of all systems.

4.8 Additional Services

The following professional services may be required to complete this project. Specific scope and responsible parties will be negotiated in future phases of this solicitation.

A. Preparation of Site Development Documents
B. Site Development Permit Application
C. Civil Engineering Consultant
D. Interior Design Consultant
E. Landscape Consultant
F. Acoustic Consultant
G. Traffic/Transportation/Parking Consultant
H. Environmental/Weatherproofing/Roof Consultant
I. Code Consultant
J. IT Consultant
K. AV Consultant
L. Security Consultant
M. Signage/Graphics Consultant
N. Elevator/Vertical Transportation Consultant
O. Food Service Consultant
P. TAS Consultant
Q. LEED/Energy Modeling/Life Cycle Cost Analysis Consultants
R. Building Information Modeling Consultants
S. Furniture & Equipment Planning Consultants
T. Permit Expediter

SECTION 5
EXECUTION OF OFFER
HAYS COUNTY, TEXAS

THIS SHEET MUST BE COMPLETED, SIGNED, AND RETURNED WITH RESPONDENT'S SOQ. FAILURE TO SIGN AND RETURN THIS SHEET WILL RESULT IN THE REJECTION OF YOUR SOQ.

1. By signature hereon, the respondent offers and agrees to furnish the products and/or services at the prices quoted and comply with all terms, conditions, requirements set forth per the RFQ documents and contained herein.

2. By signature hereon, the respondent affirms that he has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted SOQ. Failure to sign hereon, or signing with a false statement, shall void the submitted SOQ or any resulting contracts, and the respondent shall be removed from all vendor lists of the County.

3. By signature hereon, a corporate respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporation is exempt from the payment of such taxes, or that the corporation is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable. A false certification shall be deemed a material breach of contract and, at the County's option, may result in cancellation of any resulting contract or purchase order.

4. By signature hereon, the respondent hereby certifies that neither the respondent nor the firm, corporation, partnership or institution represented by the respondent, or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated the contents of the SOQ directly or indirectly to any competitor or any other person engaged in such line of business.

5. By signature hereon, the respondent certifies that all statements and information prepared and submitted in response to this solicitation are current, complete and accurate.

6. By signature hereon, the respondent certifies that the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the company and to bind the company under any contract that may result from the submission of this SOQ.

7. By signature hereon, the respondent certifies as follows:

   "Under Section 231.006, Texas Family Code, the respondent certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

   "Under Section 2155.004, *Texas Government Code*, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

"Under Section 2254.004, *Texas Government Code,* the respondent certifies that each individual or business entity which is an engineer or architect proposed by respondent as a member of its team was selected based on demonstrated competence and qualifications only."

8. By signature hereon, the respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between the respondent and an employee of the County, or the respondent has not been an employee of the County within the immediate twelve (12) months prior to your RFQ response. All such disclosures will be subject to administrative review and approval prior to the County entering into any contract with the respondent.

9. By signature hereon, the respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFQ. (Ref. Section 3.102, Article 601b, V.T.C.S.)

10. The respondent represents and warrants that all articles and services quoted in response to this RFQ will meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this RFQ.

11. By signature hereon, the respondent signifies its compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.

12. The respondent acknowledges the following addendum:
Addenda _____ through _____

Complete the following:

FEI No:_____

If Sole Owner:
SS No: _____

If a Corporation:
State of Incorporation: _____

Charter No: _____

Submitted By:

_____
(Company Name)

_____
(Authorized Signature)

_____
(Printed Name)

_____
(Printed Title)

_____
(Date)

_____
(Street Address)

_____
(County, State, Zip Code)

_____
(Telephone Number)

SECTION 6

RESPONDENT QUESTIONNAIRE

Respondents are requested to submit a complete response to each of the below listed items. Responses should state the criterion at the beginning of the first page of each tabbed Section followed by a brief and concise response. Please reference each response by its criterion number indicated below.

1.0 CRITERION: The respondent's capability to perform the design-build services for the Government Complex Project, including respondent's demonstrated capability and financial resources to perform the work within the time and budget projected:

1.1 Legal name of the company: _____

Address of office that would be providing service:

_____

_____

Number of years in Business: _____

Type of Operation:
Individual: _____ Partnership: _____ Corporation: _____ Government: _____

Number of Employees: _____

Annual Construction Volume: _____

1.2 Provide a copy of your company's financial statements for the past three (3) years

1.3 Provide a financial rating of your company and any documentation, including a Dunn and Bradstreet analysis, which indicates the financial stability of your company.

1.4 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

1.5 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with the County.

1.6 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

1.7 Does any relationship exist whether by family relative, business associate, financial agreement or any other relationship exist between your company and any County employee? If yes, please explain.

1.8 What difficulties do you anticipate in serving the County and how do you plan to manage these? What assistance will you require from the County?

1.9 Provide details regarding any special services or product characteristics, other benefits offered, or advantages to the County in selecting your company.

1.10 A statement certifying that the respondent is not in arrears in payment of any obligations to the County or any other governmental entity, including, without limitation, property or sales taxes, fees, or utility charges.

2.0 ***CRITERION: The qualifications and experience of the team members proposed to manage the Government Complex Project for the County:***

2.1 Describe organization with clear lines of authority and communications.

2.2 Provide an organization chart depicting roles and responsibilities.

2.3 Name all key personnel who will be part of the design-build team for the Government Complex Project and provide their cities of residence. Provide summary resumes for proposed project team members, including their specific experiences with similar projects, and number of years with your company. Describe in detail the experience and expertise of each team member. (Note: Key personnel must be committed to the Government Complex Project for its duration unless excused by the Owner.)

2.4 Applicant's Consultants: Name any consultants which are included as part of the proposed team. Describe each consultant's proposed role in the Government Complex Project and their related experience. List projects on which your firm has previously worked with the consultant.

2.5 The County does not require a respondent to have or establish an office in San Marcos. However, the County expects the successful respondent and all members of the project team, to make a significant commitment to servicing the Government Complex Project, regardless of their geographic proximity. Describe specifically the procedures the prime respondent and each of the other listed team members will employ to ensure that the Government Complex Project and the County are thoroughly supported from the earliest planning stages through the completion of the warranty period. Identify which core project team members will work full time on the project site during specific project phases. Include examples of how these procedures have been successfully employed on previous similar projects.

3.0 CRITERION: The respondent's demonstrated technical and management competence with design-build projects.

3.1 Describe your firm's demonstrated technical competence and management qualifications for design-build projects.

3.2 Provide your communication plan and demonstrate how you will interface with the County, Program Manager, Architect and Consultants to enhance the planning, design and construction processes of the Project.

3.3 Describe the types of records, reports, monitoring systems, and/or building information management systems which your firm utilizes in the management of its projects. Provide examples of records, reports, monitoring systems and information management systems you have used on similar projects and that you propose to use on this Project.

3.4 Identify your personnel responsible for reviewing design and construction documents. Describe what methods you employ for coordination and distribution of design and construction documents during the design and construction phases to ensure quality control and to mitigate change orders.

3.5 Describe how your project team will engage the County within the project communication methods to obtain buy-in and approval at the appropriate phases.

4.0 CRITERION: The respondent's demonstrated experience with court and county government design/build projects.

4.1 List a maximum of eight (8) projects for which your firm has provided or is providing design build services which are most related to the Government Complex Project. In determining which projects are most relevant, consider:

A. Courthouses, courtrooms and court related support spaces
B. County government offices
C. Detention facilities (less than 24 hours)
D. Municipal government offices
E. Campus type green field developments
F. Projects of similar size and complexity

List the projects in priority order, with the most relevant project listed first.

4.2 For each of the referenced projects, provide the following information: project name, project type, client(s) name, client type(s); construction cost (original GMP and final construction cost); original scheduled final completion date, actual or estimated final completion date; Owner's contact person(s) and telephone number(s), and the name(s) and telephone number(s) of the project architect(s) and engineer(s).

4.3 Identify the proposed team members who worked on these projects and briefly describe their role and responsibilities.

5.0 CRITERION: The respondent's knowledge of current design or construction methods and technology: (Note: Do not limit your responses to these five specific questions. Provide information on your operational procedures that are beneficial and applicable to this project.)

5.1 Demonstrate the specific methods and techniques you intend to utilize to plan and schedule on-time delivery of this project; achieving the owner's goals on time and on budget.

5.2 Demonstrate your approach for developing bid packages and the Guaranteed Maximum Price (GMP) Proposals and describe specific advantages for the Owner.

5.3 Demonstrate your cost control system used on similar projects in the past, and describe your system and processes that will ensure that the executed GMP Proposals will be within the County's budget established for this Project.

5.4 Describe your company's quality assurance program. What are your company's protocols and procedures, and how are they measured? In particular, describe the way your firm maintains quality control during the pre-construction and construction phases. For a minimum of one of the projects listed in response to this Section 6, provide specific examples of how these techniques were used.

5.5 Describe your approach to value engineering and the services you offer to reduce the overall construction cost in order to meet the Owner's budget goals.

6.0 CRITERION: Innovative Methods or Technology:

6.1 Demonstrate innovative design or construction methods developed by your team that will be advantageous in the execution of this project.

6.2 Identify if any members of your team are involved in any research or education initiatives that provides resources beneficial to this project.

7.0 CRITERION: The quality of references from past customers of respondent:

7.1 Provide a customer reference list of no less than three (3) organizations with which respondent currently has contracts and/or has previously provided facilities of equal type and scope within the past five (5) years. The reference list shall include company name, contact person, and telephone number, project description, length of business relationship and background of project (year of project, summary of work performed, etc.).

8.0 CRITERION: The demonstrated ability of the respondent to meet budgets and schedules on past projects:

8.1 Describe your plan for meeting or improving the County's proposed schedule for design and/or construction. If you propose to improve the schedule, describe your system for maintaining quality of services, materials or workmanship, and demonstrate its successful application on similar projects in the past.

8.2 Describe the way in which your firm develops and maintains project schedules. How and when do you update schedules?

8.3 Describe your company's cost control philosophy, how is it carried out, and how success in keeping this philosophy is measured. Describe the extent of your cost estimating services in terms of the development of the estimates, updating/validation throughout the preconstruction and construction phases and your overall accountability related to controlling project cost. Include specific examples of scheduling challenges, and how your firm helped solve them.

9.0 CRITERION: The respondent's safety record supported by accurate and verifiable data:

9.1 Document your methodology, including any technology or other assets that you use, to successfully prevent and/or control reportable incidents and insurance claims and describe their application on this Project.

9.2 Provide your company's safety Experience Modifier Rate (EMR), Recordable Incident Rate (RIR) and your Loss Indicator Rate (LIR).

9.3 Has your company, or any subcontractors under your control on a project, had a death or serious injury on a project site? If yes, provide additional information.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Authorize the County Judge to execute an Amendment to the Project Management Services Agreement executed between Hays County and Broaddus and Associates on or about April 14, 2009.

TYPE OF ITEM: CONSENT

PREFERRED MEETING DATE REQUESTED: July 21, 2008

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: SUMTER

SPONSORED BY: SUMTER

SUMMARY: This amendment is a follow-up to last week's agenda discussion regarding the retainer of MGT of America, Inc. as a consultant for the Criminal Justice Assessment.

BROADDUS & ASSOCIATES

INNOVATIVE PROJECT MANAGEMENT AND PLANNING

July 15, 2009

To: Judge Elizabeth Sumter
Hays County Judge

From: Broaddus & Associates
Brenda Jenkins

Subject: Additional Services Request #2 to Agreement between Hays County and Broaddus & Associates, Inc. for Project Management Services, dated April 14, 2009

OVERVIEW OF SCOPE OF SERVICES:

Hays County has requested the performance of professional services to provide an assessment of the Hays County Criminal Justice System, including an analysis of existing facility and system conditions along with alternatives for future strategic paths.

SUMMARY OF FEES:

1. The total compensation for the Additional Services shall be $153,378 per a contract between MGT of America, Inc. (MGT) and Broaddus & Associates (Attachment 1) plus hourly fees and reimbursable expenses as assessed by Broaddus & Associates in order to oversee implementation of the MGT study. Broaddus & Associates will not use a multiplier charge or additional fixed fee for this scope of work, as is allowed per the original contract dated April 14, 2009. Hays County will reimburse Broaddus & Associates at its hourly rate as required for administration of the sub-contract.

2. Hays County shall pay Broaddus & Associates for Reimbursable Expenses at actual cost thereof. Reimbursable Expenses shall include but not be limited to printing of drawings and other documents beyond those copies necessary for Hays County's review and records, Broaddus & Associates' own use and cost of advertisements authorized by Hays County, mileage, long distance telephone, and courier and overnight delivery charges.

3. Project Manager agrees to perform the Additional Services described above subject to and in accordance with the terms and provisions of the current agreement for professional services executed by the Parties on or about the 14th day of April, 2009.

4. Project Manager shall perform the services within the timeframe set by Hays County for this specific project.

This space intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement Services Amendment One to the PROJECT MANAGEMENT SERVICES AGREEMENT between HAYS COUNTY and BROADDUS & ASSOCIATES, INC. made as of April 14, 2009, the Effective Date of which is indicated on page 1. All terms and conditions referenced in PROJECT MANAGEMENT SERVICES AGREEMENT shall apply unless otherwise noted herein.

OWNER:

By: Judge Elizabeth Sumter

Title: Hays County Judge

Address for giving notices:

Hays County Courthouse

111 E. San Antonio Street

San Marcos, Texas 78666

Designated Representative:

Commissioner Jeff Barton

Title: Hays County Commissioner Pct 2

Phone Number: 512-262-2091

Facsimile Number: 512-268-1250

E-mail Address:
Jeff.barton@co.hays.tx.us

CONSULTANT:

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

Title: President & CEO

Address for giving notices:

1301 S. Capital of Texas Highway

Suite A-302

Austin, Texas 78746

Designated Representative:

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

Title: President & CEO

Phone Number: (512) 329-8822

Facsimile Number: (512) 329-8242

E-mail Address:
Broaddus@BroaddusAssociates.com

BROADDUS & ASSOCIATES

INNOVATIVE PROJECT MANAGEMENT AND CONSULTING

July 15, 2009

Hays County Court
111 E. San Antonio Street, Suite 101
San Marcos, Texas 78666

Reference: Additional Services Request #2 to Agreement between Hays County and Broaddus & Associates, Inc. for Project Management Services, dated April 14, 2009

To The Honorable Judge Liz Sumter and Honorable Members of the Court:

We are pleased to submit this amendment for additional services for the Hays County Criminal Justice Assessment for your approval.

Considerations of this price include:

- The request is for the contracted price between MGT of America, Inc. (MGT), the sub-consultant, and Broaddus & Associates (B&A), the Consultant, along with hourly fees and reimbursable expenses as defined in the original contract between Hays County and Broaddus & Associates.
- Broaddus & Associates will not use a multiplier charge or additional fixed fee for this scope of work, as is allowed per the original contract dated April 14, 2009. Hays County will reimburse Broaddus & Associates at its hourly rate as required for administration of the sub-contract.

Broaddus & Associates remains committed to providing exceptional service to Hays County. Should you, or any member of the Court, require additional information please do not hesitate to let us know.

Sincerely,

BROADDUS & ASSOCIATES, INC.

Brenda Jenkins
Vice President

1301 S. Capital of Texas Hwy., Ste. A-302 ◊ Austin, Texas 78746 ◊ Ph. (512) 329-8822 ◊ Fax (512) 329-8242

AGREEMENT
between
CONSULTANT and SUB-CONSULTANT
for
PROFESSIONAL SERVICES

This Professional Services Agreement ("Agreement") is made as of this 15th day of July, 2009, by and between Broaddus & Associates Inc. with a principal place of business at 1301 S. Capital of Texas Hwy, Suite A-302, Austin, Texas 78746 ("Consultant"), and MGT Of America, Inc., ("Sub-Consultant") with a principal place of business at 502 East 11th St., Suite 300, Austin, Texas 78701.

WHEREAS, Consultant has been retained under a Prime Contract to provide Project Management Management Services to Hays County for Strategic Planning;

AND WHEREAS, Consultant wishes the Sub-Consultant to provide professional services for the Project;

NOW, THEREFORE, in consideration of the above and the mutual covenants, considerations and conditions contained as set forth herein, the parties agree as follows:

I. **Sub-Consultant Basic Services** included in the scope of this agreement.
(Refer to Attachment A)

II. **Sub-Consultant Additional Services** beyond the basic scope of work included in this agreement.
(Refer to Attachment A)

III. Consultant Responsibilities

In addition to other responsibilities of Consultant as set forth in this Agreement the Consultant shall provide Sub-Consultant with leadership, direction, and decision-making to an extent which allows the Sub-Consultants to perform his duties.

Consultant shall furnish Sub-Consultant decisions and direction from the Owner to an extent which enables the Sub-Consultants to perform his duties.

IV. Sub-Consultant Responsibilities

Sub-Consultant agrees to use its best professional efforts, skills, judgment and abilities to perform its services in an expeditious and timely manner consistent with professional standards and to provide adequate qualified personnel to accomplish the required services.

Sub-Consultant acknowledges that it has all licenses and permits necessary to conduct its business and perform its obligations under this Agreement, and agrees to comply with all applicable federal, state and local statutes, regulations, codes, ordinances and policies in performing its obligations under this Agreement.

V. Independent Contractor Relationship.

The parties intend that Sub-Consultant's relationship to Consultant in providing services hereunder shall be that of an independent contractor. Nothing in neither this Agreement, nor any performance hereunder, it intended or shall be construed to create a partnership, joint venture or relationship of agency or employment between Sub-Consultant and Consultant. In providing services hereunder Sub-Consultant shall represent itself to third parties as an independent contractor to Consultant and shall not hold itself out as having any authority to obligate Consultant or Owner.

VI. Other Terms and Payment Provisions

A. Terms

This Agreement shall reference and bind the Sub-Consultant to the same terms and conditions as referenced in Attachment B, Project Management Services for Hays County Government Strategic Planning and Management of Capital Projects contract (Prime Contract).

Sub-Consultant's services and compensation under this Agreement have been agreed to in anticipation of the orderly and reasonably continuous progress of the project through completion. The specific periods of times and dates for providing services shown in this Agreement are subject to change based on acceleration or delay of the project schedule.

If specific periods of time for rendering services are provided herein and if such periods of time are changed, or the Owner authorizes or requests changes in scope, extent, or character of the Project Management Service from the Consultant which affect the time of performance of Sub-Consultant's services, compensation shall remain unchanged unless agreed otherwise.

For project specific details regarding payments for services, hours and rates, anticipated schedule, and reimbursable expenses see Attachment A.

B. General Provisions Concerning Payment

Consultant will pay the Sub-Consultant the fee earned as billed on a monthly basis. Compensation shall be inclusive of all applicable federal, state, and local taxes, exceptions of which are noted in the Prime Contract. Invoices will be prepared in a form mutually agreeable to Consultant and Sub-Consultant and calculated on the basis set forth herein.

Payment of Invoices. Invoices are due and payable within thirty (30) days of receipt except that invoices will not be paid until Consultant's applicable invoice under the prime agreement is paid by Owner

Disputed Invoices. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

Payment upon Termination.

In the event of any termination under this Agreement, Sub-Consultant will be entitled to invoice Consultant and will be paid for all services performed or furnished and Reimbursable Expenses (if applicable in this Agreement) incurred through the effective date of termination. For any said

sum paid under this provision, and agreed to by the Consultant and the Sub-Consultant, the Sub-Consultant agrees to accept same in full settlement of all claims for services rendered under this Agreement.

VII. General Conditions

A. Termination

The obligation to provide further services under this Agreement may be terminated for Cause by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven (7) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty (30) days of receipt thereof, or as such period may be mutually extended.

The Sub-Consultant may terminate this agreement upon thirty (30) days written notice if the Sub-Consultant's services are delayed or suspended for more than ninety (90) days for reasons beyond Sub-Consultant's control.

For convenience, Consultant reserves and has the right and privilege of canceling, suspending or abandoning execution of all or any work in connection with this Agreement or terminating this Agreement at any time upon thirty (30) days written notice to the Sub-Consultant.

B. Controlling Law

This Agreement is to be governed by the laws of the State of Texas. All actions that relate to an equitable dispute resolution process shall be conducted in Travis County, Texas.

C. Dispute Resolution

Consultant and Sub-Consultant agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to the exercising of their rights under other provisions of this Agreement, or under law.

Except as indicated herein above, all claims, disputes, and other matters in question between parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Notwithstanding any provisions of the Construction Industry Rules of Arbitration of the American Arbitration Association or any applicable state or federal law, the parties agree that the arbitrator(s) can not award exemplary or punitive damages.

D. Indemnification

To the fullest extent permitted by law, Sub-Consultant shall indemnify and hold harmless Consultant, Consultant's officers, directors, partners, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other

dispute resolution costs) caused solely by the negligent acts or omissions of Sub-Consultant or Sub-Consultant's officers, directors, partners, employees, and Sub-Consultant's sub-Sub-Consultants in the performance and furnishing of Sub-Consultant's services under this Agreement.

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

The Sub-Consultant agrees to defend, assume the cost of defense, hold harmless, and indemnify the Owner (Hays County), its Board, Officers, Agents and Employees from and against all liability and Expenses (including costs and attorney's fees) resulting from any injury (including death) to any person and from any damages to the property of others arising out of the acts of the Sub-Consultant's Officers, Agents or Employees in connection with the Project under this Agreement. The Sub-Consultant shall take all reasonable precaution in the performance of the project services under this agreement to project the health and safety of all persons and to minimize all hazards to life and property.

E. Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by certified mail (return receipt requested), by facsimile, or by commercial courier service. All notices shall be effective upon the date of receipt. The person(s) authorized to represent the Sub-Consultant for this scope of work is (are):

Name:	Margo Frasier
Title:	Senior Associate
Address:	502 E. 11th St., Suite 300
	Austin, Texas 78701
Phone:	512-476-4697

F. Survival and Severability

All express representations, indemnification or limitations of liability made in or given in this Agreement will survive its completion or termination for any reason.

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Consultant and Sub-Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Entire Agreement of the Parties.

This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by Contractor to Client, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party states that no representations, inducements, promises, or agreements, either written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

H. Partial Invalidity.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

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

CONSULTANT:

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

Title: President & CEO

Address for giving notices:

1301 S. Capital of Texas Highway

Suite A-302

Austin, Texas 78704

Designated Representative:

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

Title: President & CEO

Phone Number: (512) 329-8822

Fax Number: (512) 329-8242

E-mail: Broaddus@BroaddusAssociates.com

SUB-CONSULTANT:

By: Margo Frasier

Title: Senior Associate

Address for giving notices:

502 E. 11th St.

Suite 300

Austin, Texas 78701

Designated Representative:

Margo Frasier

Title: Senior Associate

Phone Number: 512-476-4697

Fax Number: 512-476-4699

E-mail: margo_frasier@mgtamer.com

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

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

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

SPONSORED BY: SUMTER

Permit	Road Name	Type of Utility
Permit # 0202,9	Francis Harris	(Water)

PERMIT NO. : 02029 APPLICATION DATE :5/22/2009 APPROVED DATE : 7/14/2009

CO. CODE : CCW Company Name: CRYSTAL CLEAR Type of Utility: WATER

City: SAN MARCOS Department: OPERATOR

ROAD NO. : ROAD NAME : Francis Harris NAME Robert Wyly

SUBDIVISION :N/A SEGMENT : 1

TYPE LINE : Water line

DESCRIPTION : Bore water line service under Francis Harris
. . .

SPECIAL PROVISIONS : Traffic control; Bore and case; min 36" in depth; bore pit to be compacted to County specs; Notify Hays County 24hrs prior to construction

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

To The Hays County Road Department
c/o Permits and Inspections
401 North Rebel Drive
P.O. Box 1180
Kyle, Texas 78640

Date: 5-22-09

Formal notice is hereby given that Crystal Clear Water Company proposes to place a Road Bore line within the right-of way of Francis Harris LN as follows: (give location, length, general design, etc.)

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 _____ 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 13 day of July, 2009

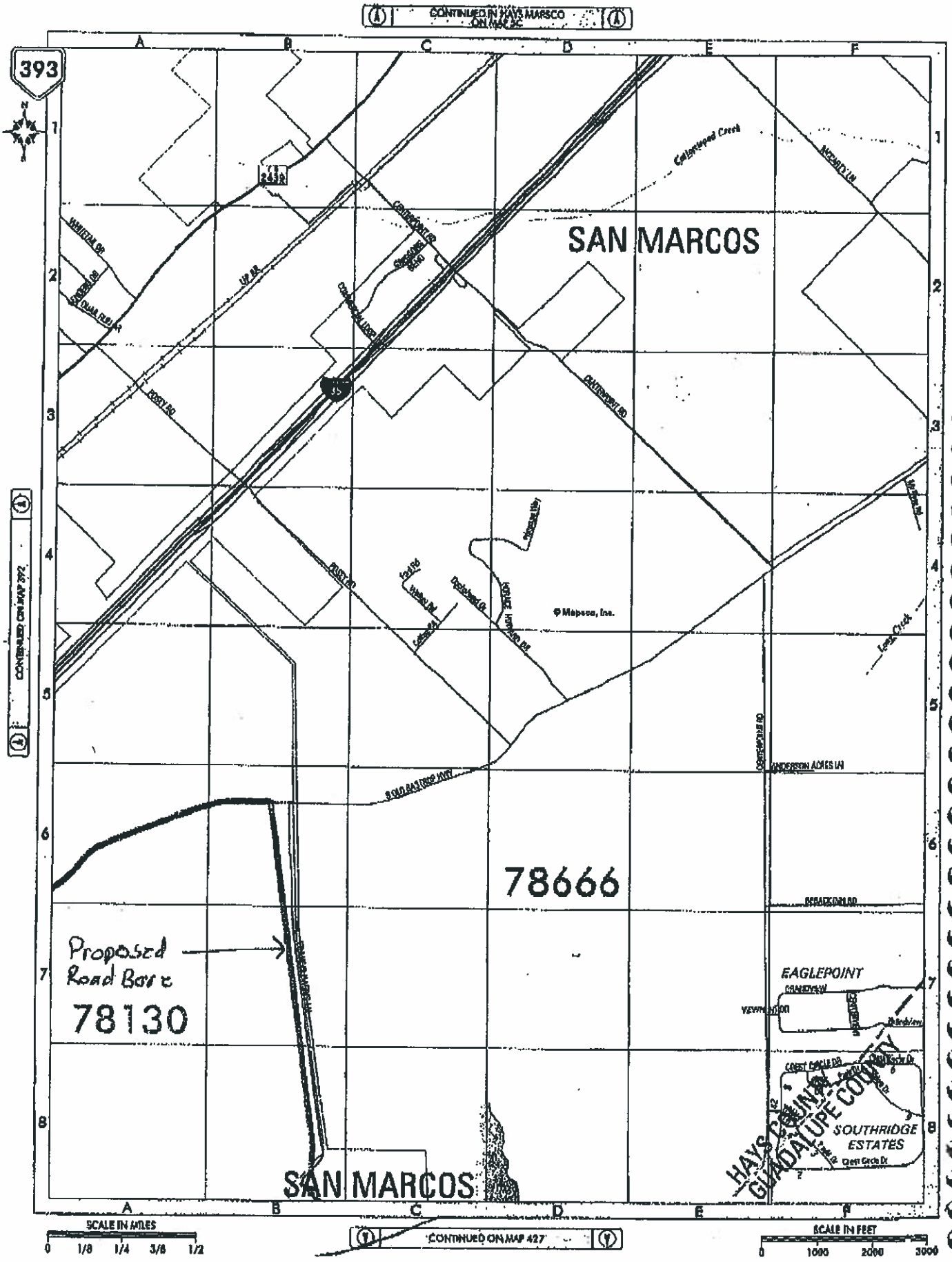
General Special Provisions:

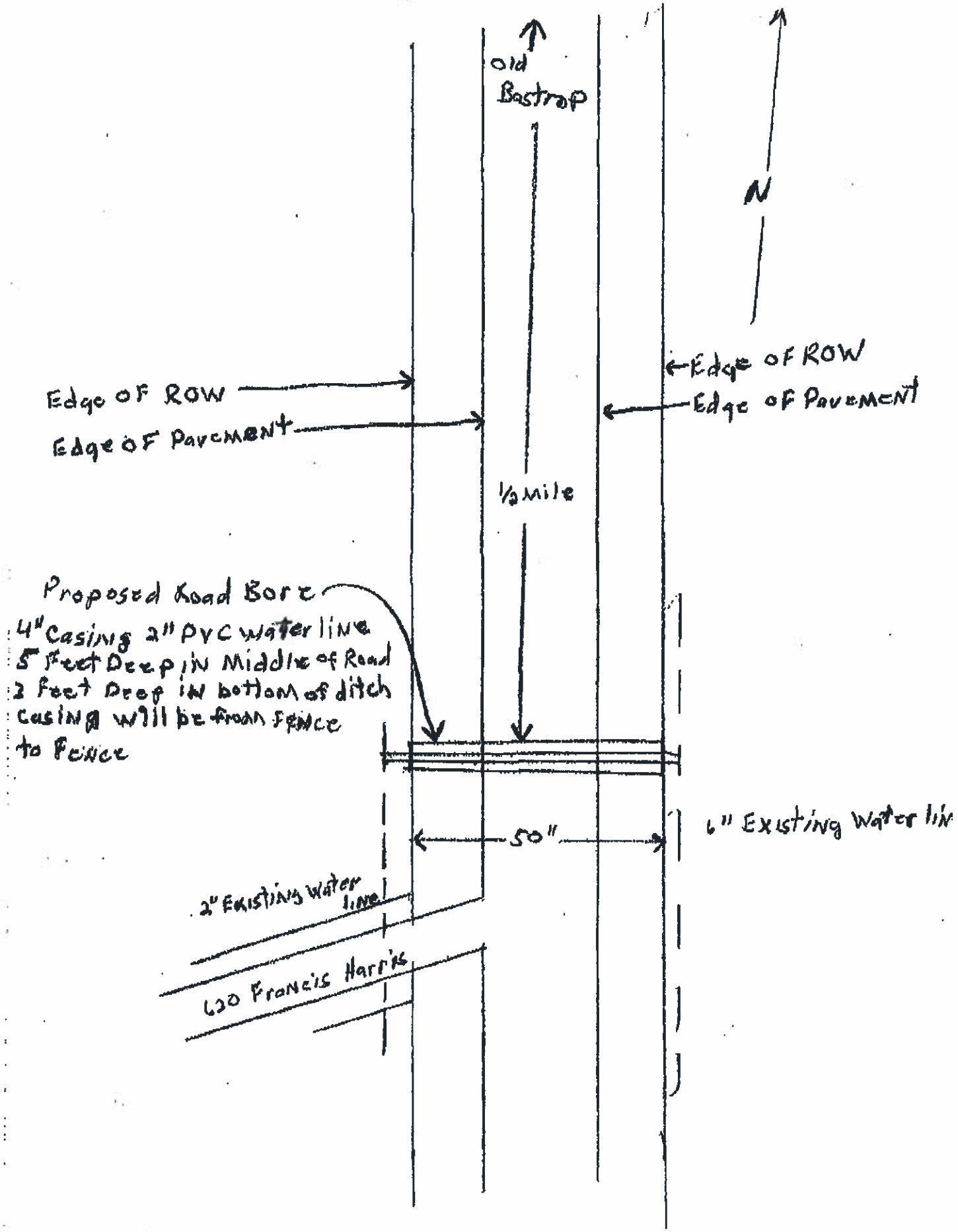
By signing below, I certify that I am authorized to represent the Firm listed below, and that the Firm agrees to the conditions/provisions included in this permit.

Firm Crystal Clear Water
By (Print) Robert Wally
Signature Robert Wally

Title Operator
Address 2370 FM 1979
San Marcos TX 78666
Phone No. 830-372-1031

Form UP1 – 5/9/94


CONTINUED ON MAP 392
393
SAN MARCOS
Cottonwood Creek
CENTERPOINT RD
UP RR
POSEY RD
© Mapsco, Inc.
Lazy Creek
ANDERSON ACRES LN
78666
Proposed Road Bore
78130
EAGLEPOINT
SOUTHRIDGE ESTATES
SAN MARCOS
HAYS COUNTY
GUADALUPE COUNTY
SCALE IN MILES
0 1/8 1/4 3/8 1/2
CONTINUED ON MAP 427
SCALE IN FEET
0 1000 2000 3000


Old Bastrop
N
Edge of ROW
Edge of Pavement
Edge of ROW
Edge of Pavement
1/2 mile
Proposed Road Bore
4" Casing 2" PVC water line
5 Feet Deep in Middle of Road
2 Feet Deep in bottom of ditch
Casing will be from fence
to fence
50"
6" Existing Water lin
2" Existing Water line
620 Francis Harris

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 accept the Certificate of Completion, to accept the maintenance bond, to authorize the release of retainage, and to authorize the final payment for Sawyer Ranch Road

TYPE OF AGENDA ITEM **Subdivision** **Road** **Staff Recommendation**

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED: $167,016.02

LINE ITEM NUMBER OF FUNDS REQUIRED: 42-691-5611

REQUESTED BY: Borcherding

SPONSORED BY: Ford

SUMMARY:

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

TCB | AECOM

TCB
400 West 15th Street, Suite 500, Austin, Texas 78701
T 512.472.4519 F 512.472.7519 www.tcb.aecom.com

May 18, 2009

County of Hays
Hays County Road Department
2171 Yarrington Road
San Marcos, Texas 78666

Attention: Jerry Borcherding, P.E.

Re: Certificate of Completion
Hays County Bond Program
Sawyer Ranch Road (CR 164)

Jerry:

To the best of my knowledge, information and belief, the above referenced project has been completed in general conformance with the approved plans and technical specifications.

Sincerely,

Kenneth G. Schrock, P.E.
Project Director

Replacement Bond

CONSTRUCTION MAINTENANCE BOND

Bond Number #8203-81-89

Any singular reference to Contractor, Surety, OWNER, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

FTWOODS Construction Services, Inc.
P. O. Box 122
Georgetown, TX 78627

SURETY (Name and Principal Place of Business):

Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059

OWNER (Name and Address):

Hays County
2171 Yarrington Road
San Marcos, TX 78666

CONSTRUCTION CONTRACT
Date: November 28, 2006

Amount (In Numbers and Words): Three million four hundred four thousand five hundred fifty nine and 35/100 ($3,404,559.35)

Description (Name and Location): Road Improvements on Sawyer Ranch Road (CR 164)
Hays County, Dripping Springs,TX FTW Job #2658

BOND
Date (Not earlier than Contract Date): May 20, 2009

Amount (In Numbers and Words): Three million four hundred four thousand five hundred fifty nine and 35/100 ($3,404,559.35)

Modifications to this Bond Form:

Bond valid for two year period per date of acceptance by Hays County.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)
FTWOODS Construction Services, Inc.

Signature: Greg Hampton
Name and Title: Greg Hampton
Vice President

SURETY
Company: Federal Insurance Company (Corp. Seal)

Signature: Cynthia Giesen
Name and Title: Cynthia Giesen, Attorney-in-Fact

WHEREAS:

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their officers, directors, shareholders, partners, heirs, executors, administrators, successors, and assigns to the OWNER for the performance of the Construction Contract during the warranty and guarantee periods, which is incorporated herein by reference.

2. If the CONTRACTOR repairs any and all Defects in Work during the maintenance period, the Surety and the CONTRACTOR shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at its address described in Paragraph 10 below that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Construction Contract. If the OWNER, the CONTRACTOR, and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Warranty Work, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Warranty Work. Such CONTRACTOR Default shall not be declared earlier than twenty (20) days after the CONTRACTOR and the Surety have received notice as provided in Subparagraph 3.1; and

4. When the OWNER has satisfied the conditions of Paragraph 3 above, the Surety shall, within thirty (30) days after notice of default, and at the Surety's expense, take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Warranty Work; or

4.2. Undertake to perform and complete the Warranty Work itself, through its agents or through independent contractors; or

4.3. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

4.3.1 After investigation, determine the amount for which it may be liable to the OWNER, and as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.3.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in Subparagraph 4.3, and the OWNER refuses the payment tendered, or the Surety has denied liability, in whole or in part, without further notice, the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Warranty Work, and if the Surety elects to act under Subparagraph 4.1 or 4.2 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Construction Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Construction Contract. To the limit of the amount of this Bond, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective work;

6.2. Additional legal, design professional, and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4 above; and

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Construction Contract. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontractors, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within one year after CONTRACTOR Default, or within one year after the CONTRACTOR ceased working, or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law; the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER, or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common-law bond.

12. Definitions.

12.1. Construction Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.2. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.3. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Construction Contract, or to perform and complete or comply with the other terms thereof.

END OF SECTION

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint John E. Alford, Linda K. Edwards, Robert C. Fricke, Cynthia Giesen, Wesley M. Pitts, William H. Pitts Jr., Norman P. Rolling, James O. Schnell, Steven W. Searcey and April M. Terbay of Austin, Texas----------

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 14th. day of February, 2008

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somerset ss.

On this 14th. day of February, 2008 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal

STEPHEN B. BRADT NOTARY PUBLIC NEW JERSEY

STEPHEN B. BRADT
Notary Public, State of New Jersey
No. 2321097
Commission Expires Oct. 25, 2009

Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY

(the "Companies") do hereby certify that

(i) the foregoing extract of the By- Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 20th day of May, 2009

FEDERAL INSURANCE COMPANY INDIANA · PACIFIC INDEMNITY COMPANY WISCONSIN · VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

Form 15-10- 0225B- U (Ed. 5- 03) CONSENT

CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

REPLACEMENT BOND

OWNER	☐
ARCHITECT	☐
CONTRACTOR	☐
SURETY	☒
OTHER	☐

Bond No. 8203-81-89

TO OWNER:
(Name and address)

Hays County Road Department
2171 Yarrington Road
San Marcos, TX 78666

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: Road Improvements

PROJECT:
(Name and address)

CONTRACT DATED: November 13, 2006

Sawyer Ranch Road (CR 164), Hays County, Dripping Springs, TX

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Federal Insurance Company
15 Mountain View Road
Warren, NJ 07059

, SURETY,

on bond of
(Insert name and address of Contractor)

FTWOODS Construction Services, Inc.
P. O. Box 122
Georgetown, TX 78627

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
(Insert name and address of Owner)

Hays County Road Department
2171 Yarrington Road
San Marcos, TX 78666

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: May 20, 2009
(Insert in writing the month followed by the numeric date and year.)

Federal Insurance Company
(Surety)

Cynthia Giesen
(Signature of authorized representative)

Attest:
(Seal): April M. Terbay

Cynthia Giesen Attorney-in-Fact
(Printed name and title)

G707—1994

Chubb Surety	POWER OF ATTORNEY	Federal Insurance Company Vigilant Insurance Company Pacific Indemnity Company	Attn: Surety Department 15 Mountain View Road Warren, NJ 07059

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David B. Norris, Jr., Vice President

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STEPHEN B. BRADT
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I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

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(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 20th day of May, 2009.

FEDERAL INSURANCE COMPANY INDIANA · SURETY BOND · WISCONSIN · VIGILANT INSURANCE COMPANY NEW YORK

Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

Form 15-10- 0225B- U (Ed. 5- 03) CONSENT

AFFIDAVIT OF ALL BILLS PAID

STATE OF TEXAS }

COUNTY OF WILLIAMSON }

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer Tucker, Group Assistant party to that certain contract entered into on the 28th day of November, 2006 between Hays County and FTWOODS Construction Services, Inc. for the erection, construction, and completion of certain improvements and/or additions upon the following described premises, to wit:

Hays County Bond Program
Road Improvements Project
Sawyer Ranch Road (CR 164)

Said party being by me duly sworn states upon oath that the said improvements have been erected and completed in full compliance with the above referred to contract and the agreed plans and specifications therefore.

Deponent further states that he has paid all bills and claims for materials furnished and labor performed on said contract and that there are no outstanding unpaid bills or legal claims for labor performed or materials furnished upon said job.

THIS AFFIDAVIT IS BEING MADE BY THE UNDERSIGNED REALIZING THAT IT IS IN RELIANCE UPON THE TRUTHFULNESS OF THE STATEMENTS CONTAINED HEREIN THAT FINAL AND FULL SETTLEMENT OF THE BALANCE DUE ON SAID CONTRACT IS BEING MADE, AND IN CONSIDERATION OF THE DISBURSEMENT OF FUNDS BY HAYS COUNTY, DEPONENT EXPRESSLY WAIVES AND RELEASES ANY AND ALL LIENS, CLAIMS, AND RIGHTS TO ASSERT A LIEN ON SAID PREMISES AND AGREES TO INDEMNIFY AND HOLD OWNER SAFE AND HARMLESS FROM AND AGAINST ALL LOSSES, DAMAGES, COSTS, AND EXPENSES OF ANY CHARACTER WHATSOEVER SPECIFICALLY INCLUDING COURT COSTS, BONDING FEES, AND ATTORNEY FEES, ARISING OUT OF OR IN ANY WAY RELATING TO CLAIMS FOR UNPAID LABOR OR MATERIAL USED OR ASSOCIATED WITH CONSTRUCTION OF IMPROVEMENTS ON THE ABOVE-DESCRIBED PREMISES.

Jennifer Tucker
By: Jennifer Tucker, Group Assistant

Subscribed and sworn to before me, the undersigned authority, on this, the 20th day of May, 2009.

(Notary Seal/Stamp) DIANE F SCHILLER NOTARY PUBLIC State of Texas Comm. Exp. 03-19-2012

Diane F. Schiller
Notary Public in and for the State of Texas

PROGRESS PAYMENT NO. 18 **(FINAL)** 5/18/2009

Progress Period: 5/01/2009 To 5/18/2009

Project Name: Hays Co - Sawyer Ranch Road
Project No: 52.803553
Contract Date: 11/28/2006

OWNER
County of Hays
Hays County Road Department
111 E. San Antonio, Suite 101
San Marcos TX 78666

CONTRACTOR
F. T. Woods
P.O. Box 122
Georgetown, TX 78626

Insurance Expiration: 9/2/2008

Original Contract Amount:	$3,381,511.95	Original Contract Time:	375
Change Orders (see attached summary)	$91,349.60	Approved Time Extensions:	0
		Approved Change Order Days	42
Revised Contract Amount:	$3,472,861.55	Revised Contract Time:	417
Amount Placed To Date:	$3,444,807.35	Days To Date:	471
Material on Hand Not in Place:	$0.00	Notice to Proceed:	12/11/2006
Less 0% Retainage:	$0.00	Original Completion Date	12/20/2007
		Revised Completion Date	1/31/2008
Balance:	$3,444,807.35		
		Substantial Completion Date:	3/25/2008
Previous Progress Payments:	$3,237,543.33		
Total	$207,264.02		
Deductive Change Orders (see attached summary)	$40,248.00		
Total Amount Due This Date:	**$167,016.02**		

SUMMARY:

Percent Time Used:	100%
Project Percent Complete:	100%

Recommended for Approval:

Turner Collie & Braden Inc.

Kenneth G Schrock, P.E.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion of anticipated debt increases for projected capital expenditures.

CHECK ONE: ☐ CONSENT X☐ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: This is for information purposes only, no action is intended from this discussion. Attached are 8 debt structure analysis/scenarios of projected anticipated capital expenditures. The #7 and #8 scenarios are committed expenditures – Road Bond, Dacy Lane, Parks and current debt. One has capitalized interest included the other does not. Following are six more scenarios with the projected costs for the government building and jail. These scenarios do not include the smaller capital project, precinct offices and RPTP office. Also included is the original debt structure scenario used to determine the road bond package size and estimated tax amount for comparison.

Hays County, Texas
Preliminary Capital Improvement Program Analysis
SCENARIO 1 - Base Case

				$130,425,000 Projected New Bond Issuance (2009 - 2011)									Less: Available Funds			Projected Tax Rate Impact			
				Dacy Lane	*Pass-Thru*	*Office & Bldgs*	*Jail*	*Parks*	*Pass-Thru*	*Road Projects*	*Pass-Thru*	*Road Projects*							
FYE 9/30	Assessed Valuation	*Est. AV Growth*	Existing Tax-Supp. D/S	$8,000,000 Ser. 2009 8/15 5.00%	$51,260,000 Ser. 2009 8/15 5.50%	$95,500,000 Ser. 2009 11/15 5.75%	$40,000,000 Ser. 2010 5/15 5.75%	$10,015,000 Ser. 2010 5/15 5.50%	$58,235,000 Ser. 2010 5/15 5.50%	$29,445,000 Ser. 2010 5/15 5.75%	$58,230,000 Ser. 2011 5/15 6.00%	$29,440,000 Ser. 2011 5/15 6.00%	Cap-I	I&S Fund Balance	*Projected PTF Revenues*	*Est.* Total Net D/S	M&O	I&S	F/M Road	Total
2009	$ 10,139,833,372		$ 6,413,454	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,413,454	$ 0.3061	$ 0.0688	$ 0.0801	$ 0.4550
2010	10,650,000,000	5.03%	6,782,544	400,000	2,819,300	-	-	-	-	-	-	-	(664,657)	(252,544)	(14,846)	9,069,797	0.3061	0.0878	0.0801	0.4740
2011	10,916,250,000	2.50%	6,784,166	653,500	3,008,938	9,609,688	2,875,000	834,406	4,003,658	3,417,834	-	-	(2,428,909)	(1,003,215)	(2,201,678)	25,553,386	0.2661	0.2413	0.0801	0.5875
2012	11,189,156,250	2.50%	5,795,396	650,250	3,435,838	6,860,713	2,834,188	834,325	3,202,925	1,616,038	4,367,250	2,208,000	(4,075,304)	(244,241)	(4,070,456)	23,414,919	0.2661	0.2157	0.0801	0.5619
2013	11,468,885,156	2.50%	5,806,095	651,375	3,492,750	6,862,194	2,836,556	837,275	3,309,900	2,125,944	3,930,300	1,766,400	-	-	(7,509,279)	24,109,510	0.2661	0.2167	0.0801	0.5629
2014	11,755,607,285	2.50%	5,809,883	651,750	3,495,813	6,863,644	2,836,913	839,125	3,308,713	2,207,450	3,927,550	1,800,350	-	-	(7,199,965)	24,541,225	0.2661	0.2152	0.0801	0.5614
2015	12,049,497,467	2.50%	5,806,195	651,375	3,642,275	6,859,919	2,835,256	835,013	3,579,550	2,209,500	4,199,750	1,924,350	-	-	(7,566,769)	24,976,414	0.2661	0.2137	0.0801	0.5599
2016	12,350,734,904	2.50%	5,819,501	655,125	3,792,600	6,860,731	2,836,444	834,938	3,849,300	2,209,250	4,463,050	2,045,400	-	-	(7,931,736)	25,434,603	0.2661	0.2123	0.0801	0.5585
2017	12,659,503,277	2.50%	5,823,304	653,000	3,950,825	6,860,650	2,835,331	838,625	4,141,450	2,211,556	4,760,500	2,172,900	-	-	(8,335,821)	25,912,321	0.2661	0.2110	0.0801	0.5572
2018	12,975,990,858	2.50%	5,829,269	655,000	4,110,988	6,864,244	2,831,919	836,075	4,448,938	2,211,275	5,064,550	2,305,950	-	-	(8,760,482)	26,397,714	0.2661	0.2097	0.0801	0.5559
2019	13,300,390,630	2.50%	5,825,399	651,125	4,291,713	6,861,225	2,835,919	837,288	4,769,838	2,208,406	5,383,100	2,424,250	-	-	(9,206,798)	26,881,463	0.2661	0.2084	0.0801	0.5546
2020	13,632,900,396	2.50%	5,830,972	651,375	4,466,763	6,861,306	2,832,188	837,125	5,097,363	2,207,806	5,723,450	2,542,650	-	-	(9,675,842)	27,375,156	0.2661	0.2070	0.0801	0.5532
2021	13,973,722,906	2.50%	5,840,003	650,625	4,659,900	6,863,913	2,835,581	835,588	5,444,450	2,209,188	6,053,500	2,544,150	-	-	(10,168,781)	27,768,116	0.2661	0.2049	0.0801	0.5511
2022	14,323,065,978	2.50%	4,262,926	653,750	5,180,400	6,863,613	2,835,813	837,538	6,401,850	2,207,408	7,017,100	2,542,050	-	-	(10,641,474)	28,160,971	0.2661	0.2027	0.0801	0.5489
2023	14,681,142,628	2.50%	4,263,655	650,750	5,011,925	6,860,119	2,832,881	837,838	6,100,375	2,207,319	6,720,450	2,541,200	-	-	(9,463,071)	28,563,440	0.2661	0.2006	0.0801	0.5468
2024	15,048,171,193	2.50%	3,961,892	651,625	4,648,400	6,862,856	2,836,500	836,488	5,419,713	2,208,638	6,032,450	2,541,300	-	-	(7,001,715)	28,997,946	0.2661	0.1987	0.0801	0.5449
2025	15,424,375,473	2.50%	2,705,912	651,250	5,083,050	6,861,250	2,836,381	838,350	6,224,475	2,211,075	6,839,800	2,542,050	-	-	(7,358,420)	29,435,173	0.2661	0.1967	0.0801	0.5429
2026	15,809,984,860	2.50%	2,719,317	654,500	5,026,525	6,864,725	2,832,525	838,288	6,117,613	2,209,488	6,738,150	2,543,150	-	-	(6,658,500)	29,885,779	0.2661	0.1949	0.0801	0.5411
2027	16,205,234,482	2.50%	2,721,021	651,375	5,127,075	6,862,706	2,834,644	836,300	6,304,800	2,208,731	6,914,600	2,544,300	-	-	(6,658,500)	30,347,052	0.2661	0.1931	0.0801	0.5393
2028	16,610,365,344	2.50%	2,721,072	651,875	4,388,263	6,864,619	2,832,450	837,250	4,950,413	2,208,519	5,566,350	2,545,200	-	-	(2,745,858)	30,820,152	0.2661	0.1913	0.0801	0.5375
2029	17,025,624,477	2.50%	1,989,425	650,875	4,067,325	6,864,744	2,835,656	836,000	4,352,688	2,208,563	4,968,300	2,540,700	-	-	-	31,314,275	0.2661	0.1896	0.0801	0.5358
2030	17,451,265,089	2.50%	1,171,228	-	2,795,350	6,862,506	2,833,975	837,413	5,128,738	2,208,575	4,860,750	2,540,500	-	-	-	29,039,034	0.2661	0.1715	0.0801	0.5177
2031	17,887,546,716	2.50%	1,169,213	-	3,082,075	6,862,188	2,832,263	-	5,655,838	2,208,269	-	2,544,000	-	-	-	24,353,844	0.2661	0.1404	0.0801	0.4866
2032	18,334,735,384	2.50%	-	-	3,447,263	6,862,925	2,835,088	-	6,324,263	2,207,356	-	2,540,900	-	-	-	24,217,794	0.2661	0.1362	0.0801	0.4824
2033	18,793,103,769	2.50%	-	-	-	6,863,856	2,832,163	-	-	2,210,406	-	2,540,900	-	-	-	14,447,325	0.2661	0.0793	0.0801	0.4255
2034	19,262,931,363	2.50%	-	-	-	6,864,119	2,833,200	-	-	2,211,988	-	2,543,400	-	-	-	14,452,706	0.2661	0.0773	0.0801	0.4235
2035	19,744,504,647	2.50%	-	-	-	6,862,850	2,832,769	-	-	2,211,813	-	2,542,950	-	-	-	14,450,381	0.2661	0.0755	0.0801	0.4217
2036	20,238,117,263	2.50%	-	-	-	6,864,044	2,835,438	-	-	-	-	2,544,100	-	-	-	12,243,581	0.2661	0.0624	0.0801	0.4088
2037	20,744,070,195	2.50%	-	-	-	6,861,694	2,835,775	-	-	-	-	-	-	-	-	9,697,469	0.2661	0.0482	0.0801	0.3944
2038	21,262,671,950	2.50%	-	-	-	6,864,650	2,833,494	-	-	-	-	-	-	-	-	9,698,144	0.2661	0.0470	0.0801	0.3932
2039	21,794,238,749	2.50%	-	-	-	6,861,763	2,833,163	-	-	-	-	-	-	-	-	9,694,925	0.2661	0.0459	0.0801	0.3921
2040	22,339,094,717	2.50%	-	-	-	-	2,834,206	-	-	-	-	-	-	-	-	2,834,206	0.2661	0.0131	0.0801	0.3593
2041	22,897,572,085	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
			$ 105,851,642	$ 12,790,500	$ 93,025,350	$ 201,763,450	$ 85,073,675	$ 16,735,244	$ 108,136,844	$ 55,762,391	$ 103,330,950	$ 59,871,100	$ (7,168,870)	$ (1,500,000)	$ (133,170,000)	$ 700,502,275				

Assumptions:
(1) FY 2009 and FY 2010 assessed valuations and FY 2009 interest & sinking fund tax rate provided by the County.
(2) Estimated assessed valuation growth shown for purposes of illustration only. Preliminary, subject to change.
(3) Existing tax-supported debt service excludes the self-supported Series 2005 C/Os and assumes the 2010-2013 maturities of the County's Series 1997 C/Os are called on August 15, 2009.
(4) All financing assumptions are as of May 21, 2009 for purposes of illustration only. Preliminary, subject to change.
(5) Total pass-through issuance includes $148,225,000 in voted authorization plus $19,500,000.
(6) Projected pass-through revenues provided by Prime Strategies. Preliminary, subject to change.
(7) Analysis assumes 4 cents of M&O tax effort is available for the interest & sinking fund tax rate beginning in FY 2011.
(8) Est. tax collections rate: 97.00%

Hays County, Texas
Preliminary Capital Improvement Program Analysis
SCENARIO 2 - No Capitalized Interest

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax-Supp. D/S	Dacy Lane $8,000,000 Ser. 2009 8/15 5.00%	Pass-Thru $50,730,000 Ser. 2009 8/15 5.50%	Office & Bldgs $95,500,000 Ser. 2009 11/15 5.75%	Jail $40,000,000 Ser. 2010 5/15 5.75%	Parks $10,015,000 Ser. 2010 5/15 5.50%	Pass-Thru $54,915,000 Ser. 2010 5/15 5.50%	Road Projects $29,445,000 Ser. 2010 5/15 5.75%	Pass-Thru $54,910,000 Ser. 2011 5/15 6.00%	Road Projects $29,440,000 Ser. 2011 5/15 6.00%	Cap-I	I&S Fund Balance	Projected PTF Revenues	Est. Total Net D/S	M&O	I&S	F/M Road	Total
				$272,955,000 Projected New Bond Issuance (2009 - 2013)									Less: Available Funds				Projected Tax Rate Impact			
2009	$ 10,139,833,372		$ 6,413,454	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,413,454	$ 0.3061	$ 0.0688	$ 0.0801	$ 0.4550
2010	10,850,000,000	5.03%	6,782,544	400,000	2,790,150	-	-	-	-	-	-	-	-	(252,544)	(14,846)	9,705,304	0.3061	0.0939	0.0801	0.4801
2011	10,916,250,000	2.50%	6,784,166	653,500	2,979,788	9,609,688	2,875,000	834,406	3,775,406	2,116,359	-	-	-	(1,003,215)	(2,201,678)	26,423,420	0.2661	0.2495	0.0801	0.5957
2012	11,189,156,250	2.50%	5,795,396	650,250	3,406,688	6,860,713	2,834,188	834,325	3,020,325	1,693,088	4,118,250	2,208,000	-	(244,241)	(4,070,456)	27,106,523	0.2661	0.2497	0.0801	0.5959
2013	11,468,885,156	2.50%	5,806,095	651,375	3,487,913	6,862,194	2,836,556	837,275	3,166,200	2,125,294	4,075,450	1,766,400	-	-	(7,509,279)	24,105,473	0.2661	0.2167	0.0801	0.5629
2014	11,755,607,285	2.50%	5,809,883	651,750	3,421,525	6,863,644	2,836,913	839,125	3,041,250	2,206,544	4,269,650	1,800,350	-	-	(7,199,985)	24,540,669	0.2661	0.2152	0.0801	0.5614
2015	12,049,497,467	2.50%	5,806,195	651,375	3,653,125	6,859,919	2,835,256	835,013	3,457,775	2,203,769	4,313,050	1,924,350	-	-	(7,586,769)	24,973,057	0.2661	0.2137	0.0801	0.5599
2016	12,350,734,904	2.50%	5,819,501	655,125	3,888,775	6,860,731	2,836,444	834,938	3,865,238	2,204,125	4,354,700	2,045,400	-	-	(7,931,736)	25,433,240	0.2661	0.2123	0.0801	0.5585
2017	12,659,503,277	2.50%	5,823,304	653,000	4,141,963	6,860,650	2,835,331	838,625	4,311,438	2,207,325	4,399,150	2,172,900	-	-	(8,335,821)	25,907,865	0.2661	0.2110	0.0801	0.5572
2018	12,975,990,858	2.50%	5,829,269	655,000	4,405,900	6,864,244	2,831,919	836,075	4,778,213	2,208,225	4,436,100	2,305,950	-	-	(8,760,492)	26,390,402	0.2661	0.2097	0.0801	0.5559
2019	13,300,390,630	2.50%	5,825,399	651,125	4,688,663	6,861,225	2,835,919	837,288	5,267,675	2,216,538	4,489,800	2,424,250	-	-	(9,206,798)	26,891,082	0.2661	0.2084	0.0801	0.5546
2020	13,632,900,396	2.50%	5,830,972	651,375	4,973,463	6,861,306	2,832,188	837,125	5,781,663	2,241,400	4,534,500	2,542,650	-	-	(9,675,842)	27,410,799	0.2661	0.2073	0.0801	0.5535
2021	13,973,722,906	2.50%	5,840,003	650,625	5,278,375	6,863,913	2,835,581	835,588	6,312,013	2,383,644	4,570,200	2,544,150	-	-	(10,168,781)	27,945,310	0.2661	0.2062	0.0801	0.5524
2022	14,323,065,978	2.50%	4,262,926	653,750	5,926,713	6,863,613	2,835,813	837,538	7,448,925	2,422,406	5,227,400	2,542,050	-	-	(10,641,474)	28,379,859	0.2661	0.2043	0.0801	0.5505
2023	14,681,142,628	2.50%	4,263,655	650,750	5,492,313	6,860,119	2,832,881	837,838	6,690,538	2,421,425	5,652,300	2,541,200	-	-	(9,463,071)	28,779,946	0.2661	0.2021	0.0801	0.5483
2024	15,048,171,193	2.50%	3,961,692	651,625	4,568,625	6,862,856	2,836,500	836,488	5,058,713	2,421,563	6,481,950	2,541,300	-	-	(7,001,715)	29,219,596	0.2661	0.2002	0.0801	0.5464
2025	15,424,375,473	2.50%	2,705,912	651,250	5,099,800	6,861,250	2,836,381	838,350	5,993,488	2,422,531	7,058,550	2,542,050	-	-	(7,358,420)	29,651,142	0.2661	0.1982	0.0801	0.5444
2026	15,809,984,860	2.50%	2,719,317	654,500	4,885,763	6,864,725	2,832,525	838,288	5,619,663	2,424,044	7,379,250	2,543,150	-	-	(6,658,500)	30,102,723	0.2661	0.1963	0.0801	0.5425
2027	16,205,234,482	2.50%	2,721,021	651,375	4,987,513	6,862,706	2,834,644	836,300	5,797,038	2,420,956	7,563,350	2,544,300	-	-	(6,658,500)	30,560,702	0.2661	0.1944	0.0801	0.5406
2028	16,610,365,344	2.50%	2,721,072	651,875	3,359,513	6,864,619	2,832,450	837,250	2,935,463	2,422,981	8,615,950	2,545,200	-	-	(2,745,856)	31,040,515	0.2661	0.1927	0.0801	0.5389
2029	17,025,624,477	2.50%	1,989,425	650,875	2,413,113	6,864,744	2,835,656	836,000	1,275,350	2,419,831	5,834,950	2,540,700	-	-	-	27,660,644	0.2661	0.1675	0.0801	0.5137
2030	17,451,265,089	2.50%	1,171,228	-	1,535,575	6,862,506	2,833,975	837,413	2,702,025	2,421,219	-	2,540,500	-	-	-	20,904,441	0.2661	0.1235	0.0801	0.4697
2031	17,887,546,716	2.50%	1,169,213	-	1,834,175	6,862,188	2,832,263	-	3,223,888	2,421,713	-	2,544,000	-	-	-	20,887,438	0.2661	0.1204	0.0801	0.4666
2032	18,334,735,384	2.50%	-	-	2,209,125	6,862,925	2,835,088	-	3,889,088	2,421,025	-	2,540,900	-	-	-	20,758,150	0.2661	0.1167	0.0801	0.4629
2033	18,793,103,769	2.50%	-	-	-	6,863,856	2,832,163	-	-	2,423,725	-	2,540,900	-	-	-	14,660,644	0.2661	0.0804	0.0801	0.4266
2034	19,262,931,363	2.50%	-	-	-	6,864,119	2,833,200	-	-	2,424,381	-	2,543,400	-	-	-	14,665,100	0.2661	0.0785	0.0801	0.4247
2035	19,744,504,647	2.50%	-	-	-	6,862,850	2,832,769	-	-	2,422,706	-	2,542,950	-	-	-	14,661,275	0.2661	0.0766	0.0801	0.4228
2036	20,238,117,263	2.50%	-	-	-	6,864,044	2,835,438	-	-	-	-	2,544,100	-	-	-	12,243,581	0.2661	0.0624	0.0801	0.4086
2037	20,744,070,195	2.50%	-	-	-	6,861,694	2,835,775	-	-	-	-	-	-	-	-	9,697,469	0.2661	0.0482	0.0801	0.3944
2038	21,262,671,950	2.50%	-	-	-	6,864,650	2,833,494	-	-	-	-	-	-	-	-	9,698,144	0.2661	0.0470	0.0801	0.3932
2039	21,794,238,749	2.50%	-	-	-	6,861,763	2,833,163	-	-	-	-	-	-	-	-	9,694,925	0.2661	0.0459	0.0801	0.3921
2040	22,339,094,717	2.50%	-	-	-		2,834,206	-	-	-	-	-	-	-	-	2,834,206	0.2661	0.0131	0.0801	0.3593
2041	22,897,572,085	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
			$ 105,851,842	$ 12,790,500	$ 89,428,550	$ 201,763,450	$ 85,073,675	$ 16,735,244	$ 97,411,369	$ 57,716,816	$ 97,374,550	$ 59,871,100	$ -	$ (1,500,000)	$ (133,170,000)	$ 689,346,895				

Assumptions:
(1) FY 2009 and FY 2010 assessed valuations and FY 2009 interest & sinking fund tax rate provided by the County.
(2) Estimated assessed valuation growth shown for purposes of illustration only. Preliminary, subject to change.
(3) Existing tax-supported debt service excludes the self-supported Series 2005 C/Os and assumes the 2010-2013 maturities of the County's Series 1997 C/Os are called on August 15, 2009.
(4) All financing assumptions are as of May 21, 2009 for purposes of illustration only. Preliminary, subject to change.
(5) Total pass-through issuance includes $148,225,000 in voted authorization plus $19,500,000.
(6) Projected pass-through revenues provided by Prime Strategies. Preliminary, subject to change.
(7) Analysis assumes 4 cents of M&O tax effort is available for the interest & sinking fund tax rate beginning in FY 2011.
(8) Est. tax collections rate: 97.00%

Hays County, Texas
Preliminary Capital Improvement Program Analysis
SCENARIO 3 - No Capitalized Interest and Limiting the Office & Buildings Issue to 20 Years

				$332,955,000 Projected New Bond Issuance (2009 - 2011)									Less: Available Funds			Projected Tax Rate Impact			
				Decy Lane	*Pass-Thru*	*Office & Bldgs*	*Jail*	*Parks*	*Pass-Thru*	*Road Projects*	*Pass-Thru*	*Road Projects*							
FYE 9/30	Assessed Valuation	*Est. AV Growth*	Existing Tax-Supp. D/S	$8,000,000 Ser. 2009 8/15 5.00%	$50,730,000 Ser. 2009 8/15 5.50%	$95,500,000 Ser. 2009 11/15 5.50%	$40,000,000 Ser. 2010 5/15 5.75%	$10,015,000 Ser. 2010 5/15 5.50%	$54,915,000 Ser. 2010 5/15 5.50%	$29,445,000 Ser. 2010 5/15 5.75%	$54,910,000 Ser. 2011 5/15 6.00%	$29,440,000 Ser. 2011 5/15 6.00%	Cap-I	I&S Fund Balance	*Projected PTF Revenues*	*Est.* Total Net D/S	M&O	I&S	F/M Road	Total
2009	$ 10,139,833,372		$ 6,413,454	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,413,454	$ 0.3061	$ 0.0688	$ 0.0801	$ 0.4550
2010	10,650,000,000	5.03%	6,782,544	400,000	2,790,150	-	-	-	-	-	-	-	-	(252,544)	(14,846)	9,705,304	0.3061	0.0939	0.0801	0.4801
2011	10,916,250,000	2.50%	6,784,166	653,500	2,979,788	9,191,875	2,875,000	834,406	3,775,406	2,116,359	-	-	-	(1,003,215)	(2,201,678)	26,005,607	0.2661	0.2456	0.0801	0.5918
2012	11,189,156,250	2.50%	5,795,396	650,250	3,406,688	8,101,925	2,834,188	834,325	3,020,325	1,693,088	4,118,250	2,208,000	-	(244,241)	(4,070,456)	28,347,736	0.2661	0.2612	0.0801	0.6074
2013	11,468,885,156	2.50%	5,806,095	651,375	3,487,913	8,101,238	2,836,556	837,275	3,166,200	2,125,294	4,075,450	1,766,400	-	-	(7,509,279)	25,344,516	0.2661	0.2278	0.0801	0.5740
2014	11,755,607,285	2.50%	5,809,883	651,750	3,421,525	8,101,200	2,836,913	839,125	3,041,250	2,206,544	4,269,650	1,800,350	-	-	(7,199,965)	25,778,225	0.2661	0.2261	0.0801	0.5723
2015	12,049,497,467	2.50%	5,806,195	651,375	3,653,125	8,101,263	2,835,256	835,013	3,457,775	2,203,769	4,313,050	1,924,350	-	-	(7,566,769)	26,214,401	0.2661	0.2243	0.0801	0.5705
2016	12,350,734,904	2.50%	5,819,501	655,125	3,888,775	8,100,875	2,836,444	834,938	3,865,238	2,204,125	4,354,700	2,045,400	-	-	(7,931,736)	26,673,384	0.2661	0.2226	0.0801	0.5688
2017	12,659,503,277	2.50%	5,823,304	653,000	4,141,963	8,099,488	2,835,331	838,825	4,311,438	2,207,325	4,399,150	2,172,900	-	-	(8,335,821)	27,146,702	0.2661	0.2211	0.0801	0.5673
2018	12,975,990,858	2.50%	5,829,289	655,000	4,405,900	8,101,413	2,831,919	836,075	4,778,213	2,208,225	4,436,100	2,305,950	-	-	(8,760,492)	27,627,570	0.2661	0.2195	0.0801	0.5657
2019	13,300,380,630	2.50%	5,825,399	651,125	4,688,663	8,100,963	2,835,919	837,288	5,267,675	2,216,538	4,489,800	2,424,250	-	-	(9,206,798)	28,130,819	0.2661	0.2180	0.0801	0.5642
2020	13,632,900,396	2.50%	5,830,972	651,375	4,973,463	8,102,450	2,832,188	837,125	5,761,663	2,241,400	4,534,500	2,542,650	-	-	(9,675,842)	28,651,943	0.2661	0.2167	0.0801	0.5629
2021	13,973,722,906	2.50%	5,840,003	650,625	5,278,375	8,100,188	2,835,581	835,588	6,312,013	2,383,644	4,570,200	2,544,150	-	-	(10,168,781)	29,181,585	0.2661	0.2153	0.0801	0.5615
2022	14,323,065,976	2.50%	4,262,926	653,750	5,926,713	8,098,488	2,835,813	837,538	7,448,925	2,422,406	5,227,400	2,542,050	-	-	(10,641,474)	29,614,534	0.2661	0.2132	0.0801	0.5594
2023	14,681,142,628	2.50%	4,263,655	650,750	5,492,313	8,101,388	2,832,881	837,838	6,690,538	2,421,425	5,652,300	2,541,200	-	-	(9,463,071)	30,021,215	0.2661	0.2108	0.0801	0.5570
2024	15,048,171,193	2.50%	3,961,692	651,625	4,568,625	8,098,063	2,836,500	836,488	5,058,713	2,421,563	6,481,950	2,541,300	-	-	(7,001,715)	30,454,802	0.2661	0.2086	0.0801	0.5548
2025	15,424,375,473	2.50%	2,705,912	651,250	5,099,800	8,102,550	2,836,381	838,350	5,993,488	2,422,531	7,058,550	2,542,050	-	-	(7,358,420)	30,882,442	0.2661	0.2065	0.0801	0.5527
2026	15,809,884,860	2.50%	2,719,317	654,500	4,885,763	8,098,888	2,832,525	838,288	5,619,663	2,424,044	7,379,250	2,543,150	-	-	(6,658,500)	31,336,885	0.2661	0.2043	0.0801	0.5505
2027	16,205,234,482	2.50%	2,721,021	651,375	4,987,513	8,101,113	2,834,644	836,300	5,797,038	2,420,956	7,563,350	2,544,300	-	-	(6,658,500)	31,799,109	0.2661	0.2023	0.0801	0.5485
2028	16,610,365,344	2.50%	2,721,072	651,875	3,359,513	8,098,125	2,832,450	837,250	2,935,463	2,422,981	8,615,950	2,545,200	-	-	(2,745,858)	32,274,021	0.2661	0.2003	0.0801	0.5465
2029	17,025,624,477	2.50%	1,989,425	650,875	2,413,113	8,098,825	2,835,656	836,000	1,275,350	2,419,831	5,834,950	2,540,700	-	-	-	28,894,725	0.2661	0.1750	0.0801	0.5212
2030	17,451,265,089	2.50%	1,171,228	-	1,535,575	8,101,838	2,833,975	837,413	2,702,025	2,421,219	-	2,540,500	-	-	-	22,143,772	0.2661	0.1308	0.0801	0.4770
2031	17,887,546,716	2.50%	1,169,213	-	1,834,175	-	2,832,263	-	3,223,888	2,421,713	-	2,544,000	-	-	-	14,025,250	0.2661	0.0808	0.0801	0.4270
2032	18,334,735,384	2.50%	-	-	2,209,125	-	2,835,088	-	3,889,088	2,421,025	-	2,540,900	-	-	-	13,895,225	0.2661	0.0781	0.0801	0.4243
2033	18,793,103,769	2.50%	-	-	-	-	2,832,163	-	-	2,423,725	-	2,540,900	-	-	-	7,796,788	0.2661	0.0428	0.0801	0.3890
2034	19,262,931,363	2.50%	-	-	-	-	2,833,200	-	-	2,424,381	-	2,543,400	-	-	-	7,800,981	0.2661	0.0417	0.0801	0.3879
2035	19,744,504,647	2.50%	-	-	-	-	2,832,769	-	-	2,422,706	-	2,542,950	-	-	-	7,788,425	0.2661	0.0407	0.0801	0.3869
2036	20,238,117,263	2.50%	-	-	-	-	2,835,438	-	-	-	-	2,544,100	-	-	-	5,379,538	0.2661	0.0274	0.0801	0.3736
2037	20,744,070,195	2.50%	-	-	-	-	2,835,775	-	-	-	-		-	-	-	2,835,775	0.2661	0.0141	0.0801	0.3603
2038	21,262,671,950	2.50%	-	-	-	-	2,833,494	-	-	-	-	-	-	-	-	2,833,494	0.2661	0.0137	0.0801	0.3599
2039	21,794,238,749	2.50%	-	-	-	-	2,833,163	-	-	-	-	-	-	-	-	2,833,163	0.2661	0.0134	0.0801	0.3596
2040	22,339,094,717	2.50%	-	-	-		2,834,206	-	-	-	-	-	-	-	-	2,834,206	0.2661	0.0131	0.0801	0.3593
2041	22,897,572,085	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
			$ 105,851,642	$ 12,790,500	$ 89,428,550	$ 163,102,150	$ 85,073,675	$ 16,735,244	$ 97,411,369	$ 57,716,816	$ 97,374,550	$ 58,871,100	$ -	$ (1,500,000)	$ (133,170,000)	$ 650,685,595				

Assumptions:
(1) FY 2009 and FY 2010 assessed valuations and FY 2009 interest & sinking fund tax rate provided by the County.
(2) Estimated assessed valuation growth shown for purposes of illustration only. Preliminary, subject to change.
(3) Existing tax-supported debt service excludes the self-supported Series 2005 C/Os and assumes the 2010-2013 maturities of the County's Series 1997 C/Os are called on August 15, 2009.
(4) All financing assumptions are as of May 21, 2009 for purposes of illustration only. Preliminary, subject to change.
(5) Total pass-through issuance includes $148,225,000 in voted authorization plus $19,500,000.
(6) Projected pass-through revenues provided by Prime Strategies. Preliminary, subject to change.
(7) Analysis assumes 4 cents of M&O tax effort is available for the interest & sinking fund tax rate beginning in FY 2011.
(8) Est. tax collections rate: 97.00%

Hays County, Texas
Preliminary Capital Improvement Program Analysis
SCENARIO 4 - Limiting the Office & Buildings Issue to 20 Years

				$330,125,000 Projected New Bond Issuance (2009 - 2011)									Less: Available Funds				Projected Tax Rate Impact			
				Decy Lane	*Pass-Thru*	*Office & Bldgs*	*Jail*	*Parks*	*Pass-Thru*	*Road Projects*	*Pass-Thru*	*Road Projects*								
				$8,000,000	$51,250,000	$95,500,000	$40,000,000	$10,015,000	$56,235,000	$29,445,000	$56,230,000	$29,440,000								
FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax-Supp. D/S	Ser. 2009 8/15 5.00%	Ser. 2009 8/15 5.50%	Ser. 2009 11/15 5.50%	Ser. 2010 5/15 5.75%	Ser. 2010 5/15 5.50%	Ser. 2010 5/15 5.50%	Ser. 2010 5/15 5.75%	Ser. 2011 5/15 6.00%	Ser. 2011 5/15 6.00%	Cap-I	I&S Fund Balance	Projected PTF Revenues	Est. Total Net D/S	M&O	I&S	F/M Road	Total
2009	$ 10,139,833,372		$ 6,413,454	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,413,454	$ 0.3061	$ 0.0688	$ 0.0801	$ 0.4550
2010	10,650,000,000	5.03%	6,782,544	400,000	2,819,300	-	-	-	-	-	-	-	(664,657)	(252,544)	(14,846)	9,069,797	0.3061	0.0878	0.0801	0.4740
2011	10,916,250,000	2.50%	6,784,166	653,500	3,008,938	9,191,875	2,875,000	834,406	4,003,656	3,417,834	-	-	(2,428,909)	(1,003,215)	(2,201,678)	25,135,573	0.2661	0.2374	0.0801	0.5836
2012	11,189,156,250	2.50%	5,795,396	650,250	3,435,838	8,101,925	2,834,188	834,325	3,202,925	1,616,038	4,367,250	2,208,000	(4,075,304)	(244,241)	(4,070,456)	24,656,132	0.2661	0.2272	0.0801	0.5734
2013	11,468,885,156	2.50%	5,806,095	651,375	3,492,750	8,101,238	2,836,556	837,275	3,309,900	2,125,944	3,930,300	1,766,400	-	-	(7,509,279)	25,348,554	0.2661	0.2279	0.0801	0.5741
2014	11,755,607,285	2.50%	5,809,883	651,750	3,495,813	8,101,200	2,836,913	839,125	3,308,713	2,207,450	3,927,550	1,800,350	-	-	(7,199,965)	25,778,781	0.2661	0.2261	0.0801	0.5723
2015	12,049,497,467	2.50%	5,806,195	651,375	3,642,275	8,101,263	2,835,256	835,013	3,579,550	2,209,500	4,199,750	1,924,350	-	-	(7,566,769)	26,217,757	0.2661	0.2243	0.0801	0.5705
2016	12,350,734,904	2.50%	5,819,501	655,125	3,792,600	8,100,875	2,836,444	834,938	3,849,300	2,209,250	4,463,050	2,045,400	-	-	(7,931,736)	26,674,747	0.2661	0.2227	0.0801	0.5689
2017	12,659,503,277	2.50%	5,823,304	653,000	3,950,825	8,099,488	2,835,331	838,625	4,141,450	2,211,556	4,760,500	2,172,900	-	-	(8,335,821)	27,151,158	0.2661	0.2211	0.0801	0.5673
2018	12,975,990,858	2.50%	5,829,269	655,000	4,110,988	8,101,413	2,831,919	836,075	4,448,938	2,211,275	5,064,550	2,305,950	-	-	(8,760,492)	27,634,883	0.2661	0.2196	0.0801	0.5658
2019	13,300,390,630	2.50%	5,825,399	651,125	4,291,713	8,100,963	2,835,919	837,288	4,769,838	2,208,406	5,383,100	2,424,250	-	-	(9,206,798)	28,121,200	0.2661	0.2180	0.0801	0.5642
2020	13,632,900,396	2.50%	5,830,972	651,375	4,466,763	8,102,450	2,832,188	837,125	5,097,363	2,207,806	5,723,450	2,542,650	-	-	(9,675,842)	28,616,289	0.2661	0.2164	0.0801	0.5626
2021	13,973,722,906	2.50%	5,840,003	650,625	4,658,900	8,100,188	2,835,581	835,588	5,444,450	2,209,188	6,053,500	2,544,150	-	-	(10,168,781)	29,004,391	0.2661	0.2140	0.0801	0.5602
2022	14,323,065,978	2.50%	4,262,928	653,750	5,180,400	8,098,488	2,835,813	837,538	6,401,850	2,207,406	7,017,100	2,542,050	-	-	(10,641,474)	29,385,846	0.2661	0.2116	0.0801	0.5578
2023	14,681,142,628	2.50%	4,263,655	650,750	5,011,925	8,101,388	2,832,881	837,838	6,100,375	2,207,319	6,720,450	2,541,200	-	-	(9,463,071)	29,804,708	0.2661	0.2093	0.0801	0.5555
2024	15,048,171,193	2.50%	3,961,692	651,625	4,648,400	8,098,063	2,836,500	836,488	5,419,713	2,208,638	6,032,450	2,541,300	-	-	(7,001,715)	30,233,152	0.2661	0.2071	0.0801	0.5533
2025	15,424,375,473	2.50%	2,705,912	651,250	5,083,050	8,102,550	2,836,381	838,350	6,224,475	2,211,075	6,839,800	2,542,050	-	-	(7,358,420)	30,676,473	0.2661	0.2050	0.0801	0.5512
2026	15,809,984,860	2.50%	2,719,317	654,500	5,026,525	8,098,888	2,832,525	838,288	6,117,613	2,209,488	6,738,150	2,543,150	-	-	(6,658,500)	31,119,942	0.2661	0.2029	0.0801	0.5491
2027	16,205,234,482	2.50%	2,721,021	651,375	5,127,075	8,101,113	2,834,644	836,300	6,304,800	2,208,731	6,914,600	2,544,300	-	-	(6,658,500)	31,585,459	0.2661	0.2009	0.0801	0.5471
2028	16,610,365,344	2.50%	2,721,072	651,875	4,388,263	8,098,125	2,832,450	837,250	4,950,413	2,208,519	5,566,350	2,545,200	-	-	(2,745,858)	32,053,658	0.2661	0.1989	0.0801	0.5451
2029	17,025,624,477	2.50%	1,989,425	650,875	4,067,325	8,098,825	2,835,656	836,000	4,352,688	2,208,563	4,968,300	2,540,700	-	-	-	32,548,356	0.2661	0.1971	0.0801	0.5433
2030	17,451,265,089	2.50%	1,171,228	-	2,795,350	8,101,838	2,833,975	837,413	5,128,738	2,208,575	4,660,750	2,540,500	-	-	-	30,278,386	0.2661	0.1789	0.0801	0.5251
2031	17,887,546,716	2.50%	1,169,213	-	3,082,075	-	2,832,263	-	5,655,838	2,208,269	-	2,544,000	-	-	-	17,491,656	0.2661	0.1008	0.0801	0.4470
2032	18,334,735,384	2.50%	-	-	3,447,263	-	2,835,088	-	6,324,263	2,207,356	-	2,540,900	-	-	-	17,354,869	0.2661	0.0976	0.0801	0.4438
2033	18,793,103,769	2.50%	-	-	-	-	2,832,163	-	-	2,210,406	-	2,540,900	-	-	-	7,583,469	0.2661	0.0416	0.0801	0.3878
2034	19,262,931,363	2.50%	-	-	-	-	2,833,200	-	-	2,211,988	-	2,543,400	-	-	-	7,588,588	0.2661	0.0406	0.0801	0.3868
2035	19,744,504,647	2.50%	-	-	-	-	2,832,769	-	-	2,211,813	-	2,542,950	-	-	-	7,587,531	0.2661	0.0396	0.0801	0.3858
2036	20,238,117,263	2.50%	-	-	-	-	2,835,438	-	-	-	-	2,544,100	-	-	-	5,379,538	0.2661	0.0274	0.0801	0.3736
2037	20,744,070,195	2.50%	-	-	-	-	2,835,775	-	-	-	-	-	-	-	-	2,835,775	0.2661	0.0141	0.0801	0.3603
2038	21,262,671,950	2.50%	-	-	-	-	2,833,494	-	-	-	-	-	-	-	-	2,833,494	0.2661	0.0137	0.0801	0.3599
2039	21,794,238,749	2.50%	-	-	-	-	2,833,163	-	-	-	-	-	-	-	-	2,833,163	0.2661	0.0134	0.0801	0.3596
2040	22,339,094,717	2.50%	-	-	-	-	2,834,206	-	-	-	-	-	-	-	-	2,834,206	0.2661	0.0131	0.0801	0.3593
2041	22,897,572,085	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
			$ 105,851,642	$ 12,790,500	$ 93,025,350	$ 163,102,150	$ 85,073,675	$ 16,735,244	$ 108,136,844	$ 55,762,391	$ 103,330,950	$ 59,871,100	$ (7,168,870)	$ (1,500,000)	$ (133,170,000)	$ 661,840,975				

Assumptions:
(1) FY 2009 and FY 2010 assessed valuations and FY 2009 interest & sinking fund tax rate provided by the County.
(2) Estimated assessed valuation growth shown for purposes of illustration only. Preliminary, subject to change.
(3) Existing tax-supported debt service excludes the self-supported Series 2005 C/Os and assumes the 2010-2013 maturities of the County's Series 1997 C/Os are called on August 15, 2009.
(4) All financing assumptions are as of May 21, 2009 for purposes of illustration only. Preliminary, subject to change.
(5) Total pass-through issuance includes $148,225,000 in voted authorization plus $19,500,000.
(6) Projected pass-through revenues provided by Prime Strategies. Preliminary, subject to change.
(7) Analysis assumes 4 cents of M&O tax effort is available for the interest & sinking fund tax rate beginning in FY 2011.
(8) Est. tax collections rate: 97.00%

Hays County, Texas
Preliminary Capital Improvement Program Analysis
SCENARIO 5 - No Capitalized Interest and Limiting the Office & Buildings and Jail Issues to 20 Years

				$372,855,000 Projected New Bond Issuance (2009 - 2011)									Less: Available Funds				Projected Tax Rate Impact			
				Dacy Lane	Pass-Thru	Office & Bldgs	Jail	Parks	Pass-Thru	Road Projects	Pass-Thru	Road Projects								
FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax-Supp. D/S	$8,000,000 Ser. 2009 8/15 5.00%	$50,730,000 Ser. 2009 8/15 5.50%	$95,500,000 Ser. 2009 11/15 5.50%	$40,000,000 Ser. 2010 5/15 5.50%	$10,015,000 Ser. 2010 5/15 5.50%	$54,915,000 Ser. 2010 5/15 5.50%	$29,445,000 Ser. 2010 5/15 5.75%	$54,910,000 Ser. 2011 5/15 6.00%	$29,440,000 Ser. 2011 5/15 6.00%	Cap-I	I&S Fund Balance	Projected PTF Revenues	Est. Total Net D/S	M&O	I&S	F/M Road	Total
2009	$ 10,139,833,372		$ 6,413,454	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,413,454	$ 0.3061	$ 0.0688	$ 0.0801	$ 0.4550
2010	10,650,000,000	5.03%	6,782,544	400,000	2,790,150	-	-	-	-	-	-	-	-	(252,544)	(14,846)	9,705,304	0.3061	0.0939	0.0801	0.4801
2011	10,916,250,000	2.50%	6,784,166	653,500	2,979,788	9,191,875	3,440,475	834,406	3,775,406	2,116,359	-	-	-	(1,003,215)	(2,201,678)	26,571,082	0.2661	0.2509	0.0801	0.5971
2012	11,189,156,250	2.50%	5,795,396	650,250	3,406,688	8,101,925	2,160,950	834,325	3,020,325	1,693,088	4,118,250	2,208,000	-	(244,241)	(4,070,456)	27,674,498	0.2661	0.2550	0.0801	0.6012
2013	11,468,885,156	2.50%	5,806,095	651,375	3,487,913	8,101,238	3,439,788	837,275	3,166,200	2,125,294	4,075,450	1,766,400	-	-	(7,509,279)	25,847,746	0.2661	0.2332	0.0801	0.5794
2014	11,755,607,285	2.50%	5,809,883	651,750	3,421,525	8,101,200	3,440,400	839,125	3,041,250	2,206,544	4,269,650	1,800,350	-	-	(7,199,965)	26,381,713	0.2661	0.2314	0.0801	0.5776
2015	12,049,497,467	2.50%	5,806,195	651,375	3,653,125	8,101,263	3,436,888	835,013	3,457,775	2,203,769	4,313,050	1,924,350	-	-	(7,566,769)	26,816,032	0.2661	0.2294	0.0801	0.5756
2016	12,350,734,904	2.50%	5,819,501	655,125	3,888,775	8,100,875	3,438,975	834,938	3,865,238	2,204,125	4,354,700	2,045,400	-	-	(7,931,736)	27,275,915	0.2661	0.2277	0.0801	0.5739
2017	12,659,503,277	2.50%	5,823,304	653,000	4,141,963	8,099,488	3,436,388	838,625	4,311,438	2,207,325	4,399,150	2,172,900	-	-	(8,335,821)	27,747,758	0.2661	0.2260	0.0801	0.5722
2018	12,975,990,858	2.50%	5,829,269	655,000	4,405,900	8,101,413	3,438,850	836,075	4,778,213	2,208,225	4,438,100	2,305,950	-	-	(8,760,492)	28,234,502	0.2661	0.2243	0.0801	0.5705
2019	13,300,390,630	2.50%	5,825,399	651,125	4,688,663	8,100,963	3,436,088	837,288	5,267,675	2,216,538	4,489,800	2,424,250	-	-	(9,206,798)	28,730,988	0.2661	0.2227	0.0801	0.5689
2020	13,632,900,396	2.50%	5,830,972	651,375	4,973,463	8,102,450	3,437,825	837,125	5,781,663	2,241,400	4,534,500	2,542,650	-	-	(9,675,842)	29,257,581	0.2661	0.2212	0.0801	0.5674
2021	13,973,722,906	2.50%	5,840,003	650,625	5,278,375	8,100,188	3,438,650	835,588	6,312,013	2,383,644	4,570,200	2,544,150	-	-	(10,168,781)	29,784,653	0.2661	0.2197	0.0801	0.5659
2022	14,323,065,978	2.50%	4,262,926	653,750	5,926,713	8,098,488	3,438,288	837,538	7,448,925	2,422,406	5,227,400	2,542,050	-	-	(10,641,474)	30,217,009	0.2661	0.2175	0.0801	0.5637
2023	14,681,142,628	2.50%	4,263,655	650,750	5,492,313	8,101,388	3,436,463	837,838	6,690,538	2,421,425	5,652,300	2,541,200	-	-	(9,463,071)	30,624,796	0.2661	0.2151	0.0801	0.5613
2024	15,048,171,193	2.50%	3,961,692	651,625	4,568,625	8,098,063	3,437,763	836,488	5,058,713	2,421,563	6,481,950	2,541,300	-	-	(7,001,715)	31,056,065	0.2661	0.2128	0.0801	0.5590
2025	15,424,375,473	2.50%	2,705,912	651,250	5,099,800	8,102,550	3,436,775	838,350	5,993,488	2,422,531	7,058,550	2,542,050	-	-	(7,358,420)	31,492,836	0.2661	0.2105	0.0801	0.5567
2026	15,809,984,860	2.50%	2,719,317	654,500	4,885,763	8,098,888	3,438,088	838,288	5,619,663	2,424,044	7,379,250	2,543,150	-	-	(6,658,500)	31,942,448	0.2661	0.2083	0.0801	0.5545
2027	16,205,234,482	2.50%	2,721,021	651,375	4,987,513	8,101,113	3,441,150	836,300	5,797,038	2,420,956	7,563,350	2,544,300	-	-	(6,658,500)	32,405,615	0.2661	0.2062	0.0801	0.5524
2028	16,610,365,344	2.50%	2,721,072	651,875	3,359,513	8,098,125	3,440,550	837,250	2,935,463	2,422,981	8,615,950	2,545,200	-	-	(2,745,858)	32,882,121	0.2661	0.2041	0.0801	0.5503
2029	17,025,624,477	2.50%	1,989,425	650,875	2,413,113	8,098,825	3,436,013	836,000	1,275,350	2,419,831	5,834,950	2,540,700	-	-	-	29,495,081	0.2661	0.1786	0.0801	0.5248
2030	17,451,265,089	2.50%	1,171,228	-	1,535,575	8,101,838	3,436,988	837,413	2,702,025	2,421,219	-	2,540,500	-	-	-	22,748,784	0.2661	0.1344	0.0801	0.4806
2031	17,887,546,716	2.50%	1,169,213	-	1,834,175	-	-	-	3,223,888	2,421,713	-	2,544,000	-	-	-	11,192,988	0.2661	0.0645	0.0801	0.4107
2032	18,334,735,384	2.50%	-	-	2,209,125	-	-	-	3,889,088	2,421,025	-	2,540,900	-	-	-	11,060,138	0.2661	0.0622	0.0801	0.4084
2033	18,793,103,769	2.50%	-	-	-	-	-	-	-	2,423,725	-	2,540,900	-	-	-	4,964,625	0.2661	0.0272	0.0801	0.3734
2034	19,262,931,363	2.50%	-	-	-	-	-	-	-	2,424,381	-	2,543,400	-	-	-	4,967,781	0.2661	0.0266	0.0801	0.3728
2035	19,744,504,647	2.50%	-	-	-	-	-	-	-	2,422,706	-	2,542,950	-	-	-	4,965,656	0.2661	0.0259	0.0801	0.3721
2036	20,238,117,263	2.50%	-	-	-	-	-	-	-	-	-	2,544,100	-	-	-	2,544,100	0.2661	0.0130	0.0801	0.3592
2037	20,744,070,195	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
2038	21,262,671,950	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
2039	21,794,238,749	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
2040	22,339,094,717	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
2041	22,897,572,085	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
			$ 105,851,642	$ 12,790,500	$ 89,428,550	$ 163,102,150	$ 67,487,350	$ 16,735,244	$ 97,411,369	$ 57,716,816	$ 97,374,550	$ 59,871,100	$ -	$ (1,500,000)	$ (133,170,000)	$ 633,099,270				

Assumptions:
(1) FY 2009 and FY 2010 assessed valuations and FY 2009 interest & sinking fund tax rate provided by the County.
(2) Estimated assessed valuation growth shown for purposes of illustration only. Preliminary, subject to change.
(3) Existing tax-supported debt service excludes the self-supported Series 2005 C/Os and assumes the 2010-2013 maturities of the County's Series 1997 C/Os are called on August 15, 2009.
(4) All financing assumptions are as of May 21, 2009 for purposes of illustration only. Preliminary, subject to change.
(5) Total pass-through issuance includes $148,225,000 in voted authorization plus $19,500,000.
(6) Projected pass-through revenues provided by Prime Strategies. Preliminary, subject to change.
(7) Analysis assumes 4 cents of M&O tax effort is available for the interest & sinking fund tax rate beginning in FY 2011.
(8) Est. tax collections rate: 97.00%

Hays County, Texas
Preliminary Capital Improvement Program Analysis
SCENARIO 6 - Limiting the Office & Buildings and Jail Issues to 20 Years

				$398,125,000 Projected New Bond Issuance (2009 - 2011)									Less: Available Funds				Projected Tax Rate Impact			
				Dacy Lane	*Pass-Thru*	*Office & Bldgs*	*Jail*	*Parks*	*Pass-Thru*	*Road Projects*	*Pass-Thru*	*Road Projects*								
				$8,000,000	$51,260,000	$95,500,000	$40,000,000	$10,015,000	$58,235,000	$29,445,000	$58,230,000	$29,440,000								
FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax-Supp. D/S	Ser. 2009 8/15 5.00%	Ser. 2009 8/15 5.50%	Ser. 2009 11/15 5.50%	Ser. 2010 5/15 5.50%	Ser. 2010 5/15 5.50%	Ser. 2010 5/15 5.50%	Ser. 2010 5/15 5.75%	Ser. 2011 5/15 6.00%	Ser. 2011 5/15 6.00%	Cap-I	I&S Fund Balance	Projected PTF Revenues	Est. Total Net D/S	M&O	I&S	F/M Road	Total
2009	$ 10,139,833,372		$ 6,413,454	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,413,454	$ 0.3061	$ 0.0688	$ 0.0801	$ 0.4550
2010	10,650,000,000	5.03%	6,782,544	409,000	2,819,300	-	-	-	-	-	-	-	(664,657)	(252,544)	(14,846)	9,069,797	0.3061	0.0878	0.0801	0.4740
2011	10,916,250,000	2.50%	6,784,166	653,500	3,008,938	9,191,875	3,343,225	834,406	4,003,656	3,417,834	-	-	(2,428,909)	(1,003,215)	(2,201,678)	25,603,798	0.2661	0.2418	0.0801	0.5880
2012	11,189,156,250	2.50%	5,795,396	650,250	3,435,838	8,101,925	3,343,175	834,325	3,202,925	1,616,038	4,367,250	2,208,000	(4,075,304)	(244,241)	(4,070,456)	25,165,119	0.2661	0.2319	0.0801	0.5781
2013	11,468,885,156	2.50%	5,806,095	651,375	3,492,750	8,101,238	3,339,838	837,275	3,309,900	2,125,944	3,930,300	1,766,400	-	-	(7,509,279)	25,851,835	0.2661	0.2324	0.0801	0.5786
2014	11,755,607,285	2.50%	5,809,683	651,750	3,495,813	8,101,200	3,342,650	839,125	3,308,713	2,207,450	3,927,550	1,800,350	-	-	(7,189,965)	26,264,519	0.2661	0.2305	0.0801	0.5767
2015	12,049,497,467	2.50%	5,806,195	651,375	3,642,275	8,101,263	3,341,338	835,013	3,579,550	2,209,500	4,199,750	1,924,350	-	-	(7,566,769)	26,723,839	0.2661	0.2286	0.0801	0.5748
2016	12,350,734,904	2.50%	5,819,501	655,125	3,792,600	8,100,875	3,340,763	834,938	3,849,300	2,209,250	4,463,050	2,045,400	-	-	(7,931,736)	27,179,065	0.2661	0.2269	0.0801	0.5731
2017	12,659,503,277	2.50%	5,823,304	653,000	3,950,825	8,099,488	3,340,650	838,625	4,141,450	2,211,556	4,760,500	2,172,900	-	-	(8,335,821)	27,656,477	0.2661	0.2252	0.0801	0.5714
2018	12,975,990,858	2.50%	5,829,269	655,000	4,110,988	8,101,413	3,340,725	836,075	4,448,938	2,211,275	5,064,550	2,305,950	-	-	(8,760,492)	28,143,689	0.2661	0.2236	0.0801	0.5698
2019	13,300,390,630	2.50%	5,825,398	651,125	4,291,713	8,100,963	3,340,713	837,288	4,769,838	2,208,406	5,383,100	2,424,250	-	-	(9,206,798)	28,625,994	0.2661	0.2219	0.0801	0.5681
2020	13,632,900,396	2.50%	5,830,972	651,375	4,466,763	8,102,450	3,340,338	837,125	5,097,363	2,207,806	5,723,450	2,542,650	-	-	(9,675,842)	29,124,449	0.2661	0.2202	0.0801	0.5664
2021	13,973,722,906	2.50%	5,840,003	650,625	4,659,900	8,100,188	3,339,325	835,588	5,444,450	2,209,188	6,053,500	2,544,150	-	-	(10,168,781)	29,508,135	0.2661	0.2177	0.0801	0.5639
2022	14,323,065,978	2.50%	4,262,926	653,750	5,180,400	8,098,488	3,342,263	837,538	6,401,850	2,207,406	7,017,100	2,542,050	-	-	(10,641,474)	29,902,296	0.2661	0.2152	0.0801	0.5614
2023	14,681,142,628	2.50%	4,263,655	650,750	5,011,925	8,101,388	3,338,875	837,838	6,100,375	2,207,319	6,720,450	2,541,200	-	-	(9,463,071)	30,310,702	0.2661	0.2128	0.0801	0.5590
2024	15,048,171,193	2.50%	3,961,692	651,625	4,648,400	8,098,063	3,343,750	836,488	5,419,713	2,208,638	6,032,450	2,541,300	-	-	(7,001,715)	30,740,402	0.2661	0.2106	0.0801	0.5568
2025	15,424,375,473	2.50%	2,705,912	651,250	5,063,050	8,102,550	3,341,475	838,350	6,224,475	2,211,075	6,839,800	2,542,050	-	-	(7,358,420)	31,181,567	0.2661	0.2084	0.0801	0.5546
2026	15,809,984,860	2.50%	2,719,317	654,500	5,026,525	8,098,888	3,341,775	836,288	6,117,613	2,209,488	6,738,150	2,543,150	-	-	(6,658,500)	31,629,192	0.2661	0.2062	0.0801	0.5524
2027	16,205,234,482	2.50%	2,721,021	651,375	5,127,075	8,101,113	3,339,238	836,300	6,304,800	2,208,731	6,914,600	2,544,300	-	-	(6,658,500)	32,090,052	0.2661	0.2041	0.0801	0.5503
2028	16,610,365,344	2.50%	2,721,072	651,875	4,388,263	8,098,125	3,343,313	837,250	4,950,413	2,208,519	5,566,350	2,545,200	-	-	(2,745,858)	32,564,521	0.2661	0.2021	0.0801	0.5483
2029	17,025,624,477	2.50%	1,989,425	650,875	4,067,325	8,098,825	3,343,450	836,000	4,352,688	2,208,563	4,968,300	2,540,700	-	-	-	33,056,150	0.2661	0.2002	0.0801	0.5464
2030	17,451,265,089	2.50%	1,171,228	-	2,795,350	8,101,838	3,339,375	837,413	5,128,738	2,208,575	4,660,750	2,540,500	-	-	-	30,783,768	0.2661	0.1819	0.0801	0.5281
2031	17,887,546,716	2.50%	1,169,213	-	3,082,075	-	-	-	5,655,838	2,208,269	-	2,544,000	-	-	-	14,659,394	0.2661	0.0845	0.0801	0.4307
2032	18,334,735,384	2.50%	-	-	3,447,263	-	-	-	6,324,263	2,207,356	-	2,540,900	-	-	-	14,519,781	0.2661	0.0816	0.0801	0.4278
2033	18,793,103,769	2.50%	-	-	-	-	-	-	-	2,210,406	-	2,540,900	-	-	-	4,751,306	0.2661	0.0261	0.0801	0.3723
2034	19,262,931,363	2.50%	-	-	-	-	-	-	-	2,211,988	-	2,543,400	-	-	-	4,755,388	0.2661	0.0255	0.0801	0.3717
2035	19,744,504,647	2.50%	-	-	-	-	-	-	-	2,211,813	-	2,542,950	-	-	-	4,754,763	0.2661	0.0248	0.0801	0.3710
2036	20,238,117,263	2.50%	-	-	-	-	-	-	-	-	-	2,544,100	-	-	-	2,544,100	0.2661	0.0130	0.0801	0.3592
2037	20,744,070,195	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
2038	21,262,671,950	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
2039	21,794,238,749	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
2040	22,339,094,717	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
2041	22,897,572,085	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.2661	-	0.0801	0.3462
			$ 105,851,642	$ 12,790,500	$ 93,025,350	$ 163,102,150	$ 66,826,250	$ 16,735,244	$ 108,136,844	$ 55,762,391	$ 103,330,950	$ 59,871,100	$ (7,168,870)	$ (1,500,000)	$ (133,170,000)	$ 643,593,550				

Assumptions:

(1) FY 2009 and FY 2010 assessed valuations and FY 2009 interest & sinking fund tax rate provided by the County.
(2) Estimated assessed valuation growth shown for purposes of illustration only. Preliminary, subject to change.
(3) Existing tax-supported debt service excludes the self-supported Series 2005 C/Os and assumes the 2010-2013 maturities of the County's Series 1997 C/Os are called on August 15, 2009.
(4) All financing assumptions are as of May 21, 2009 for purposes of illustration only. Preliminary, subject to change.
(5) Total pass-through issuance includes $148,225,000 in voted authorization plus $19,500,000.
(6) Projected pass-through revenues provided by Prime Strategies. Preliminary, subject to change.
(7) Analysis assumes 4 cents of M&O tax effort is available for the interest & sinking fund tax rate beginning in FY 2011.
(8) Est. tax collections rate: 97.00%

Hays County, Texas
Preliminary Capital Improvement Program Analysis
SCENARIO 7 - No Capitalized Interest

				$237,455,901 Projected New Bond Issuance (2009 - 2011)									Less: Available Funds				Projected Tax Rate Impact			
				Decy Lane	*Pass-Thru*	*Office & Bldgs*	*Jail*	*Parks*	*Pass-Thru*	*Road Projects*	*Pass-Thru*	*Road Projects*								
				$8,000,000	$50,730,000	$0	$0	$10,015,000	$54,915,000	$29,445,000	$54,910,000	$28,440,000								
FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax-Supp. D/S	Ser. 2009 8/15 5.00%	Ser. 2009 8/15 5.50%	Ser. 2009 11/15 5.50%	Ser. 2010 5/15 5.50%	Ser. 2010 5/15 5.50%	Ser. 2010 5/15 5.50%	Ser. 2010 5/15 5.75%	Ser. 2011 5/15 6.00%	Ser. 2011 5/15 6.00%	Cap-I	I&S Fund Balance	*Projected PTF Revenues*	*Est.* Total Net D/S	M&O	I&S	F/M Road	Total
2009	$ 10,139,833,372		$ 6,413,454	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,413,454	$ 0.3061	$ 0.0688	$ 0.0801	$ 0.4550
2010	10,650,000,000	5.03%	6,782,544	400,000	2,790,150	-	-	-	-	-	-	-	-	(252,544)	(14,848)	9,705,304	0.3061	0.0939	0.0801	0.4801
2011	10,916,250,000	2.50%	6,764,166	653,500	2,979,788	-	-	834,406	3,775,406	2,116,359	-	-	-	(1,003,215)	(2,201,678)	13,938,732	0.3061	0.1316	0.0801	0.5178
2012	11,189,156,250	2.50%	5,795,396	650,250	3,406,688	-	-	834,325	3,020,325	1,693,088	4,118,250	2,208,000	-	(244,241)	(4,070,456)	17,411,623	0.3061	0.1604	0.0801	0.5466
2013	11,468,885,156	2.50%	5,806,095	651,375	3,487,913	-	-	837,275	3,166,200	2,125,294	4,075,450	1,766,400	-	-	(7,509,279)	14,406,723	0.3061	0.1295	0.0801	0.5157
2014	11,755,607,285	2.50%	5,809,883	651,750	3,421,525	-	-	839,125	3,041,250	2,206,544	4,269,650	1,800,350	-	-	(7,199,965)	14,840,113	0.3061	0.1301	0.0801	0.5163
2015	12,049,497,467	2.50%	5,806,195	651,375	3,653,125	-	-	835,013	3,457,775	2,203,769	4,313,050	1,924,350	-	-	(7,566,769)	15,277,882	0.3061	0.1307	0.0801	0.5169
2016	12,350,734,904	2.50%	5,819,501	655,125	3,888,775	-	-	834,938	3,865,238	2,204,125	4,354,700	2,045,400	-	-	(7,931,736)	15,736,065	0.3061	0.1314	0.0801	0.5176
2017	12,659,503,277	2.50%	5,823,304	653,000	4,141,963	-	-	838,625	4,311,438	2,207,325	4,399,150	2,172,900	-	-	(8,335,821)	16,211,883	0.3061	0.1320	0.0801	0.5182
2018	12,975,990,858	2.50%	5,829,289	655,000	4,405,900	-	-	836,075	4,778,213	2,208,225	4,436,100	2,305,950	-	-	(8,760,492)	16,694,239	0.3061	0.1326	0.0801	0.5188
2019	13,300,390,630	2.50%	5,825,399	651,125	4,688,663	-	-	837,288	5,267,675	2,216,538	4,489,800	2,424,250	-	-	(9,206,798)	17,193,938	0.3061	0.1333	0.0801	0.5195
2020	13,632,900,396	2.50%	5,830,972	651,375	4,973,463	-	-	837,125	5,781,663	2,241,400	4,534,500	2,542,650	-	-	(9,675,842)	17,717,306	0.3061	0.1340	0.0801	0.5202
2021	13,973,722,906	2.50%	5,840,003	650,625	5,278,375	-	-	835,588	6,312,013	2,383,644	4,570,200	2,544,150	-	-	(10,168,781)	18,245,816	0.3061	0.1346	0.0801	0.5208
2022	14,323,065,978	2.50%	4,262,926	653,750	5,926,713	-	-	837,538	7,448,925	2,422,406	5,227,400	2,542,050	-	-	(10,641,474)	18,680,234	0.3061	0.1345	0.0801	0.5207
2023	14,681,142,628	2.50%	4,263,655	650,750	5,492,313	-	-	837,838	6,690,538	2,421,425	5,652,300	2,541,200	-	-	(9,463,071)	19,086,946	0.3061	0.1340	0.0801	0.5202
2024	15,048,171,193	2.50%	3,981,692	651,625	4,568,625	-	-	836,488	5,058,713	2,421,563	6,481,950	2,541,300	-	-	(7,001,715)	19,520,240	0.3061	0.1337	0.0801	0.5199
2025	15,424,375,473	2.50%	2,705,912	651,250	5,099,800	-	-	838,350	5,993,488	2,422,531	7,058,550	2,542,050	-	-	(7,358,420)	19,953,511	0.3061	0.1334	0.0801	0.5196
2026	15,809,984,860	2.50%	2,719,317	654,500	4,885,763	-	-	838,288	5,619,663	2,424,044	7,379,250	2,543,150	-	-	(6,658,500)	20,405,473	0.3061	0.1331	0.0801	0.5193
2027	16,205,234,482	2.50%	2,721,021	651,375	4,987,513	-	-	836,300	5,797,038	2,420,956	7,563,350	2,544,300	-	-	(6,658,500)	20,863,352	0.3061	0.1327	0.0801	0.5189
2028	16,610,365,344	2.50%	2,721,072	651,875	3,359,513	-	-	837,250	2,935,463	2,422,981	8,615,950	2,545,200	-	-	(2,745,858)	21,343,446	0.3061	0.1325	0.0801	0.5187
2029	17,025,624,477	2.50%	1,989,425	650,875	2,413,113	-	-	836,000	1,275,350	2,419,831	5,834,950	2,540,700	-	-	-	17,960,244	0.3061	0.1088	0.0801	0.4950
2030	17,451,265,089	2.50%	1,171,228	-	1,535,575	-	-	837,413	2,702,025	2,421,219	-	2,540,500	-	-	-	11,207,959	0.3061	0.0662	0.0801	0.4524
2031	17,887,546,716	2.50%	1,169,213	-	1,834,175	-	-	-	3,223,888	2,421,713	-	2,544,000	-	-	-	11,192,988	0.3061	0.0645	0.0801	0.4507
2032	18,334,735,384	2.50%	-	-	2,209,125	-	-	-	3,889,088	2,421,025	-	2,540,900	-	-	-	11,060,138	0.3061	0.0622	0.0801	0.4484
2033	18,793,103,769	2.50%	-	-	-	-	-	-	-	2,423,725	-	2,540,900	-	-	-	4,964,625	0.3061	0.0272	0.0801	0.4134
2034	19,262,931,363	2.50%	-	-	-	-	-	-	-	2,424,381	-	2,543,400	-	-	-	4,967,781	0.3061	0.0266	0.0801	0.4128
2035	19,744,504,647	2.50%	-	-	-	-	-	-	-	2,422,706	-	2,542,950	-	-	-	4,965,656	0.3061	0.0259	0.0801	0.4121
2036	20,238,117,263	2.50%	-	-	-	-	-	-	-	-	-	2,544,100	-	-	-	2,544,100	0.3061	0.0130	0.0801	0.3992
2037	20,744,070,195	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.3061	-	0.0801	0.3862
2038	21,262,671,950	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.3061	-	0.0801	0.3862
2039	21,794,238,749	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.3061	-	0.0801	0.3862
2040	22,339,094,717	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.3061	-	0.0801	0.3862
2041	22,897,572,085	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.3061	-	0.0801	0.3862
			$ 105,851,642	$ 12,790,500	$ 89,428,550	$ -	$ -	$ 16,735,244	$ 97,411,369	$ 57,716,816	$ 97,374,550	$ 59,871,100	$ -	$ (1,500,000)	$ (133,170,000)	$ 402,509,770				

Assumptions:
(1) FY 2009 and FY 2010 assessed valuations and FY 2009 interest & sinking fund tax rate provided by the County.
(2) Estimated assessed valuation growth shown for purposes of illustration only. Preliminary, subject to change.
(3) Existing tax-supported debt service excludes the self-supported Series 2005 C/Os and assumes the 2010-2013 maturities of the County's Series 1997 C/Os are called on August 15, 2009.
(4) All financing assumptions are as of May 21, 2009 for purposes of illustration only. Preliminary, subject to change.
(5) Total pass-through issuance includes $148,225,000 in voted authorization plus $18,500,000.
(6) Projected pass-through revenues provided by Prime Strategies. Preliminary, subject to change.
(7) Analysis assumes 4 cents of M&O tax effort is available for the interest & sinking fund tax rate beginning in FY 2011.
(8) Est. tax collections rate: 97.00%

7/14/2009

Specialized Public Finance Inc.

Hays County, Texas
Preliminary Capital Improvement Program Analysis
SCENARIO 8 - With Capitalized Interest

FYE 9/30	Assessed Valuation	Est. AV Growth	Existing Tax-Supp. D/S	Dacy Lane $8,000,000 Ser. 2009 8/15 5.00%	Pass-Thru $51,260,000 Ser. 2009 8/15 5.50%	Office & Bldgs $0 Ser. 2009 11/15 5.50%	Jail $0 Ser. 2010 5/15 5.50%	Parks $10,015,000 Ser. 2010 5/15 5.50%	Pass-Thru $58,235,000 Ser. 2010 5/15 5.50%	Road Projects $29,445,000 Ser. 2010 5/15 5.75%	Pass-Thru $58,230,000 Ser. 2011 5/15 6.00%	Road Projects $29,440,000 Ser. 2011 5/15 6.00%	Cap-I	I&S Fund Balance	Projected PTF Revenues	Est. Total Net D/S	M&O	I&S	F/M Road	Total
				$244,625,000 Projected New Bond Issuance (2009 - 2011)									Less: Available Funds				Projected Tax Rate Impact			
2009	$ 10,139,833,372		$ 6,413,454	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,413,454	$ 0.3061	$ 0.0688	$ 0.0801	$ 0.4550
2010	10,650,000,000	5.03%	6,782,544	400,000	2,819,300	-	-	-	-	-	-	-	(664,657)	(252,544)	(14,846)	9,069,797	0.3061	0.0878	0.0801	0.4740
2011	10,916,250,000	2.50%	6,784,166	653,500	3,008,938	-	-	834,406	4,003,656	3,417,834	-	-	(2,428,909)	(1,003,215)	(2,201,678)	13,068,698	0.3061	0.1234	0.0801	0.5096
2012	11,189,156,250	2.50%	5,795,396	650,250	3,435,838	-	-	834,325	3,202,925	1,616,038	4,367,250	2,208,000	(4,075,304)	(244,241)	(4,070,456)	13,720,019	0.3061	0.1264	0.0801	0.5126
2013	11,468,885,156	2.50%	5,806,095	651,375	3,492,750	-	-	837,275	3,309,900	2,125,944	3,930,300	1,766,400	-	-	(7,509,279)	14,410,760	0.3061	0.1295	0.0801	0.5157
2014	11,755,607,285	2.50%	5,809,883	651,750	3,495,813	-	-	839,125	3,308,713	2,207,450	3,927,550	1,800,350	-	-	(7,199,965)	14,840,669	0.3061	0.1301	0.0801	0.5163
2015	12,049,497,467	2.50%	5,806,195	651,375	3,642,275	-	-	835,013	3,579,550	2,209,500	4,199,750	1,924,350	-	-	(7,566,769)	15,281,239	0.3061	0.1307	0.0801	0.5169
2016	12,350,734,904	2.50%	5,819,501	655,125	3,792,600	-	-	834,938	3,849,300	2,209,250	4,463,050	2,045,400	-	-	(7,931,736)	15,737,428	0.3061	0.1314	0.0801	0.5176
2017	12,659,503,277	2.50%	5,823,304	653,000	3,950,825	-	-	838,625	4,141,450	2,211,556	4,760,500	2,172,900	-	-	(8,335,821)	16,216,340	0.3061	0.1321	0.0801	0.5183
2018	12,975,990,858	2.50%	5,829,269	655,000	4,110,988	-	-	836,075	4,448,938	2,211,275	5,064,550	2,305,950	-	-	(8,760,492)	16,701,552	0.3061	0.1327	0.0801	0.5189
2019	13,300,390,630	2.50%	5,825,399	651,125	4,291,713	-	-	837,288	4,769,838	2,208,406	5,383,100	2,424,250	-	-	(9,206,798)	17,184,319	0.3061	0.1332	0.0801	0.5194
2020	13,632,900,396	2.50%	5,830,972	651,375	4,466,763	-	-	837,125	5,097,363	2,207,806	5,723,450	2,542,650	-	-	(9,675,842)	17,681,662	0.3061	0.1337	0.0801	0.5199
2021	13,973,722,906	2.50%	5,840,003	650,625	4,659,900	-	-	835,588	5,444,450	2,209,188	6,053,500	2,544,150	-	-	(10,168,781)	18,068,622	0.3061	0.1333	0.0801	0.5195
2022	14,323,065,978	2.50%	4,282,926	653,750	5,180,400	-	-	837,538	6,401,850	2,207,406	7,017,100	2,542,050	-	-	(10,641,474)	18,461,546	0.3061	0.1329	0.0801	0.5191
2023	14,681,142,628	2.50%	4,283,655	650,750	5,011,925	-	-	837,838	6,100,375	2,207,319	6,720,450	2,541,200	-	-	(9,463,071)	18,870,440	0.3061	0.1325	0.0801	0.5187
2024	15,048,171,193	2.50%	3,961,692	651,625	4,848,400	-	-	836,488	5,419,713	2,208,638	6,032,450	2,541,300	-	-	(7,001,715)	19,298,590	0.3061	0.1322	0.0801	0.5184
2025	15,424,375,473	2.50%	2,705,912	651,250	5,083,050	-	-	838,350	6,224,475	2,211,075	6,839,800	2,542,050	-	-	(7,356,420)	19,737,542	0.3061	0.1319	0.0801	0.5181
2026	15,809,984,860	2.50%	2,719,317	654,500	5,026,525	-	-	838,288	6,117,613	2,209,488	6,738,150	2,543,150	-	-	(6,658,500)	20,188,529	0.3061	0.1316	0.0801	0.5178
2027	16,205,234,482	2.50%	2,721,021	651,375	5,127,075	-	-	836,300	6,304,600	2,208,731	6,914,600	2,544,300	-	-	(6,658,500)	20,649,702	0.3061	0.1314	0.0801	0.5176
2028	16,610,365,344	2.50%	2,721,072	651,875	4,388,263	-	-	837,250	4,950,413	2,208,519	5,566,350	2,545,200	-	-	(2,745,858)	21,123,083	0.3061	0.1311	0.0801	0.5173
2029	17,025,624,477	2.50%	1,989,425	650,875	4,067,325	-	-	836,000	4,352,688	2,208,563	4,968,300	2,540,700	-	-	-	21,613,875	0.3061	0.1309	0.0801	0.5171
2030	17,451,265,089	2.50%	1,171,228	-	2,795,350	-	-	837,413	5,128,738	2,208,575	4,660,750	2,540,500	-	-	-	19,342,553	0.3061	0.1143	0.0801	0.5005
2031	17,887,546,716	2.50%	1,169,213	-	3,082,075	-	-	-	5,655,838	2,208,269	-	2,544,000	-	-	-	14,659,394	0.3061	0.0845	0.0801	0.4707
2032	18,334,735,384	2.50%	-	-	3,447,263	-	-	-	6,324,263	2,207,356	-	2,540,900	-	-	-	14,519,781	0.3061	0.0816	0.0801	0.4678
2033	18,793,103,769	2.50%	-	-	-	-	-	-	-	2,210,406	-	2,540,900	-	-	-	4,751,306	0.3061	0.0261	0.0801	0.4123
2034	19,262,931,363	2.50%	-	-	-	-	-	-	-	2,211,988	-	2,543,400	-	-	-	4,755,388	0.3061	0.0255	0.0801	0.4117
2035	19,744,504,647	2.50%	-	-	-	-	-	-	-	2,211,813	-	2,542,950	-	-	-	4,754,763	0.3061	0.0248	0.0801	0.4110
2036	20,238,117,263	2.50%	-	-	-	-	-	-	-	-	-	2,544,100	-	-	-	2,544,100	0.3061	0.0130	0.0801	0.3992
2037	20,744,070,195	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.3061	-	0.0801	0.3862
2038	21,262,671,950	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.3061	-	0.0801	0.3862
2039	21,794,238,749	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.3061	-	0.0801	0.3862
2040	22,339,094,717	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.3061	-	0.0801	0.3862
2041	22,897,572,085	2.50%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.3061	-	0.0801	0.3862
			$ 105,851,642	$ 12,790,500	$ 93,025,350	$ -	$ -	$ 16,735,244	$ 108,138,844	$ 55,762,391	$ 103,330,950	$ 59,871,100	$ (7,168,870)	$ (1,500,000)	$ (133,170,000)	$ 413,665,150				

Assumptions:

(1) FY 2009 and FY 2010 assessed valuations and FY 2009 interest & sinking fund tax rate provided by the County.
(2) Estimated assessed valuation growth shown for purposes of illustration only. Preliminary, subject to change.
(3) Existing tax-supported debt service excludes the self-supported Series 2005 C/Os and assumes the 2010-2013 maturities of the County's Series 1997 C/Os are called on August 15, 2009.
(4) All financing assumptions are as of May 21, 2009 for purposes of illustration only. Preliminary, subject to change.
(5) Total pass-through issuance includes $148,225,000 in voted authorization plus $19,500,000.
(6) Projected pass-through revenues provided by Prime Strategies. Preliminary, subject to change.
(7) Analysis assumes 4 cents of M&O tax effort is available for the interest & sinking fund tax rate beginning in FY 2011.
(8) Est. tax collections rate: [illegible]

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 Hays County vehicle use policy.

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

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

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Baen/Herzog

SPONSORED BY: SUMTER

SUMMARY: Attached is the Hays County vehicle use policy and a list of departments and vehicles that are taken back and forth from personal residents on a daily basis along with estimated savings in fuels, etc. I believe it is advantageous for the county to amend it's vehicle usage policy to no longer allow the listed department personnel to take vehicles to and from personal residences.

3.10 USE OF COUNTY EQUIPMENT AND VEHICLES. Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. Employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines. All employees operating county equipment and vehicles should inspect them daily and report any unsafe condition to their supervisor immediately. Please notify your supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective, or in need of repair. It is the responsibility of all drivers and equipment operators to report any need for repair. Failure to do so could result in disciplinary action, up to and including termination. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic or parking violations, can also result in disciplinary action, up to and including termination of employment. Your supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

All operators of county vehicles are required to maintain a valid State of Texas drivers license. Employees are responsible for notifying their department head of any change in status regarding their licenses. The Human Resources Department will periodically check the driving records of county employees who operate county vehicles. An employee may be required to participate in a defensive driving course. Course attendance is mandatory if it is found that the employee is considered at fault in a reportable accident. Failure to maintain a safe driving record or suspension or revocation of the employee's driver's license may result in a demotion or discharge.

Hays County maintains up to date insurance coverage on all vehicles owned by the county. Any employee involved in an accident while driving or riding in a county vehicle or equipment must report the incident to proper law enforcement authorities immediately so that an official accident report can be filed. All accidents must be reported no matter how minor. In no instance should the driver leave the scene of an accident before the police have made their investigation and cleared the driver to leave. The employee must notify their department head and the Human Resources Department on the day of the incident. If the accident occurred after hours, the employee must notify their department head and the Human Resources Department on the first business day following the incident. A copy of the official accident report must be forwarded to Human Resources as soon as the report is available.

Employees that are assigned a vehicle but reside outside of Hays County will not be allowed to take the vehicle home without prior Commissioners' Court approval.

County property, materials, supplies, tools, vehicles, and equipment are to only be used for Hays County business. Employees may not receive any income, compensation, or personal gain from individuals other than the governing body of Hays County for materials produced or services rendered while performing their Hays County jobs. Employees also may not use Hays County facilities, property or equipment for outside employment, income, compensation, or personal gain. If an employee is in doubt about a circumstance, he or she must check with the appropriate department head before proceeding. Violations of this policy may result in discharge and possible prosecution.

► Equipment and property purchased with monies received through grants shall be used and managed in accordance with established procedures as long as the equipment is used for the purpose intended.

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 amendment to the commercial lease for the Adult Probation offices, located in San Marcos Center at 700 N. LBJ Blvd, San Marcos, TX 78666.

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Sumter

SPONSORED BY: Sumter

SUMMARY: At the June 2, 2009 session of the Commissioners Court Authorized the County Judge to execute an amendment to the commercial lease for the Adult Probation Offices located in San Marcos Center at 700 N. LBJ Blvd., San Marcos. After the Court voted yes, the Landlord modified the Extensions Clause. Approval of this Item will Authorize the change made to the Extensions Clause.

Addendum to lease dated
3/1/07 between San Marcos Center and Hays County

Effective April 1st, 2009:

Whereas Lessee is current on all rent and obligations under the terms of the lease with a total of 9139 sqft, and,

Whereas Lessee wishes to extend the term of the lease and remain in the space, Lessor agrees to extend the term of the lease for an additional two (2) year term beginning at the end of the current lease term (3/31/09) and begin another term to commence on April 1st, 2009 and extending until March 31, 2011

.

The rental rate will increase 5% per year from 1.19 per square foot to $1.25/$1.31 per square foot. Your monthly rent will increase from $10,850 to $11,392.50 per month for the first year and $11,962.13 the second year.

In addition to the rental amount, Lessee will continue to pay electric and water bill.

LESSOR shall provide carpet for unit 108 or split up between suites, per Tenants request, but the total carpet allotment shall not to exceed a total of 3300 sq. ft.

Rent payments are due and payable on the first day of every month during the term of the lease.

In addition to the above modifications, the Parties agree that the following terms and conditions shall be added to the Lease Agreement:

No Budget - Termination:
Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Hays County Commissioners Court fails to provide funding for this Agreement for Hays County's upcoming fiscal year, Tenant may terminate this Agreement after giving Landlord thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

Lease Extension Period:
This Agreement is hereby subject to a month to month extension at the option of Tenant, beginning April 1, 2011. Tenant may opt to extend this lease by providing written notice to Landlord at least sixty (60) days in advance of the start date for the extension period. During the extension period, Tenant must pay rent equal to the Base Monthly Rent cited in this Agreement plus five percent (5%). Tenant or Landlord may terminate the lease during the extension period by providing Landlord or Tenant sixty (60) days' written notice of said termination.

All other terms and conditions to the original lease term will remain in force and effect.

LESSEE AND LESSOR HEREBY AGREE TO THIS ADDENDUM TO LEASE DATED 3/1/07 BETWEEN SAN MARCOS CENTER AND HAYS COUNTY, AS IS EVIDENCED BY THEIR DULY AUTHORIZED SIGNATURES BELOW.

Lessee:_____	Lessor:_____
By: Judge Elizabeth Sumter	By:_____
	Keith Whittington
Its: Hays County Judge	Its: Prop. Mgr. Lynx Property Serv.
Date:_____	Date:_____

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible Action to adopt a resolution to amend the Pass-Through Agreement with the Texas Department of Transportation to provide for transfer of reimbursement from the IH 35/FM 2001 (Overpass Road) Project to the IH 35 at Kyle Crossing Project, and to authorize the County Judge to execute the amendment.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED: None

LINE ITEM NUMBER OF FUNDS REQUIRED: None. There is no direct change in dollars under the contract. This could affect reimbursement schedules on the margins but should save Hays County and the state time and money overall.

REQUESTED BY: Mike Weaver and Jeff Barton

SPONSORED BY: Commissioner Jeff Barton

SUMMARY: This was discussed in Court July 14 when Mr. Weaver made his monthly road update to the Court. Court members seemed to feel comfortable with the amendment and we notified the Court that it would be coming back to Commissioners Court this week for formal approval.

This simply transfers the amount of money that we would be reimbursed on one section of I-35 to another section of I-35, meaning local dollars will pay for all improvements on the FM 2001/Overpass Road section of I-35. That, in turn, means we can expedite that portion of the project, saving time and money because we don't have to comply with certain bureaucratic restrictions.

The total reimbursable amount to Hays County does not change.

Attached is a copy of a resolution on the issue and a copy of the proposed amendment to the agreement. This solution to scheduling and finance issue was developed and proposed by Mr. Weaver and our Prime Strategies team. I have met with TxDOT about it. The state supports the change.

STATE OF TEXAS * ***THE COMMISSIONERS COURT OF***

COUNTY OF HAYS * ***HAYS COUNTY, TEXAS***

KNOW ALL MEN BY THESE PRESENT that on this, the _____ day of July ___, 2009, the Commissioners Court of Hays County, Texas, met in duly called session at the Courthouse in San Marcos, Texas and at said meeting, among other business, the Court considered the following.

WHEREAS, Hays County and the Texas Department of Transportation ("Department") entered into the Amendment to Pass-Through Agreement for Payment of Pass-Through Tolls by the Department ("Agreement) on May 21, 2008; and

WHEREAS, the IH 35 at FM 2001 (Overpass Road) was included in the Agreement with an identified Maximum Total Reimbursement of $950,000.00; and

WHEREAS, Hays County wishes to let for construction the IH 35 at FM 2001 (Overpass Road) project as quickly as possible to address the safety, mobility and economic development needs of the citizens and visitors of Hays County; and

WHEREAS, to facilitate the construction letting of the IH 35 at FM 2001 (Overpass Road) Hays County proposes to fund the construction letting with 100% local dollars and to not be reimbursed by the Department;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

(a) That the Commissioners Court of Hays County, Texas requests that the Texas Department of Transportation revise Attachment C-2 (Budget) of the Agreement to reflect the transfer of $950,000.00 in Maximum Total Reimbursement from the IH 35 at FM 2001 (Overpass Road) Project to the IH 35 at Kyle Crossing (CR 210) Project, as reflected in attached Exhibit A as expeditiously as possible; and

(b) That the Commissioners Court of Hays County, Texas authorizes the County Judge to execute the Amendment to Pass-Through Agreement for Payment of Pass-Through Tolls by the Department Amendment Number 2, attached as Exhibit B.

Now therefore, the Hays County Commissioners Court does hereby enter into this agreement with the Texas Department of Transportation.

RESOLVED this ___ day of July, 2009.

_____

Liz Sumter, County Judge

Attest:

Linda C. Fritsche, County Clerk

Hays County PTF May 2009 Amend-Revised Attachment C_resolution.doc

STATE OF TEXAS §

COUNTY OF TRAVIS §

AMENDMENT TO PASS-THROUGH AGREEMENT FOR PAYMENT OF PASS-THROUGH TOLLS BY THE DEPARTMENT

Amendment Number 2

THIS AMENDMENT to the Pass-Through Agreement for Payment of Pass-Through Tolls by and between the State of Texas acting by and through the Texas Department of Transportation, (the Department), and Hays County (the Developer), and becomes effective when fully executed by both parties.

BACKGROUND

The Department and the Developer executed an agreement on the 20th day of December, 2005. On May 21, 2008, the parties amended the agreement due to changes to the Background, Project Locations, Scope of Work, Project Costs, Construction Responsibilities and Project Implementation.

It has become necessary to further amend that agreement as a result of a reallocation of funding for the project.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Developer do agree as follows:

AGREEMENT

The Department and the Developer agree that the contract is amended as follows:

> **ATTACHMENT C-1,** (BUDGET) of Amendment Number 1 is hereby deleted in its entirety and replaced with **ATTACHMENT C-2,** (BUDGET), attached hereto and made a part of this agreement.

All other terms and conditions of the above numbered agreement not hereby amended remain in full force and effect.

Texas Department Of Transportation	
	Developer's Name
Authorized Signature	Authorized Signature
James M. Bass Chief Financial Officer Texas Department of Transportation	
Type Or Printed Name And Title	Typed Or Printed Name And Title
Date:	Date:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

AGENDA ITEM: Discussion and possible action to approve purchase of an evidence storage safe ($499.00), paper shredder ($259.00), and two vehicle direction lights ($1552.00) for Constable, Pct 4; and to amend budget as indicated below.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED: reallocation of existing funds

LINE ITEM NUMBER OF FUNDS REQUIRED:

$300 from #5212 (postage) to #5711 (office equipment)

$25 from #5235 (law enf. supplies) and $162.00 from #5717 (law enf equip) to #5713 (Vehicles)

REQUESTED BY: Ron Hood

SPONSORED BY: Ford

SUMMARY:

If approved,

(1) office equipment line item will have a new balance of $980, covering purchase of storage safe and paper shredder; and

(2) vehicle line item will have a new balance of $11567.00, covering purchase of the two directional lights.

Agenda Item Routing Form

DESCRIPTION OF Item: Discussion and possible action to approve purchase of an evidence storage safe ($499.00), paper shredder ($259.00), and two vehicle direction lights ($1552.00) for Constable, Pct 4; and to amend budget as indicated below.

PREFERRED MEETING DATE REQUESTED: July 21, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: $ See amendment below

COUNTY PURCHASING GUIDELINES FOLLOWED:___Yes__ _____

PAYMENT TERMS ACCEPTABLE:____Yes__ _____

COMMENTS: Budget amendment as follows:

01-434-5212 Postage	- $300	01-434-5711 Office Equipment	+$300
01-434-5235 L.E Supplies	- $ 25		
01-434-5713 Vehicles	-$1380	01-434-5717 L.E. Equipment	+1405

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:_____

Agenda Item Request Form

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

AGENDA ITEM: Discussion and possible action regarding radar equipment for the Buda Patrol in the Hays County Sheriff's Office.

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

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

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED: No new funds required. Money is available in the same line item.

LINE ITEM NUMBER OF FUNDS REQUIRED: Funds are available in 01-618-5717, the Buda Patrol Law Enforcement Equipment line item.

REQUESTED BY: Captain Kidd.

SPONSORED BY: Commissioner Barton

SUMMARY: See below.

In the current sheriff's department budget, Buda Patrol is authorized to purchase four radar units at a projected total cost of $3,716. They would like to upgrade two of those four units to include "same lane" capability, allowing officers more flexibility in traffic control (see attached letter from Captain Kidd with detailed explaination). Currently, none of the units in the Buda Patrol have this capability.

The additional cost is approximately $1,500, or $755 per unit.

Funds are available from the Buda Patrol's law enforcement equipment line item, where the department has saved money on other equipment purchases this year. In fact, approximately $10,000 currently remains in the line item and Captain Kidd projects that they will finish the year $6,000 under budget on this one line item. He is already authorized to purchase four radar units; he is asking the Court to allow him to use $1,500 of the projected $6,000 savings to upgrade two of these radar units.

On the Court, we have discussed our mutual interest in monitoring expenses closely and in limiting line item transfers; I have warned Captain Kidd that the Court will need to consider this. However, in this case, money is already budgeted within the line item; radar units were planned for from the beginning of the fiscal year. To me, this seems simply a smart investment in more flexible technology.

Agenda Item Routing Form

DESCRIPTION OF Item: Radar equipment for the Buda Patrol in the Hays County Sheriff's Office.

PREFERRED MEETING DATE REQUESTED: JULY 21, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: $1,500 01-618-5717

COUNTY PURCHASING GUIDELINES FOLLOWED:_____Yes _____

PAYMENT TERMS ACCEPTABLE:_____Yes_ _____

COMMENTS:

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE:_____

COMMENTS:

COMMISIONERS' COURT

APPROVED/DISAPPROVED AND DATE:_____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED:_____

Subject: Buda Patrol
Date: Thursday, July 9, 2009 10:57 AM
From: Bo Kidd <bkidd@co.hays.tx.us>
To: Jeff Barton <jeff.barton@co.hays.tx.us>, Kara Bishop <kara.bishop@co.hays.tx.us>

Jeff,

Thanks for supporting Buda Patrol. We very much appreciate the time and energy that you have put into this program. David and I plan on getting together in a few weeks to discuss possible amendments to the contract agreement. We hope to get back with you after this budget process is complete to seek your guidance on possible revisions for the future.

On a separate issue; I have a question regarding an equipment purchase. I want to order two upgraded mobile radar units. We budgeted for four Kustom radar units for the new positions. These were the cheapest basic radars that Kustom Signals makes. Most of our cars are equipped with this model. The county approved these in the current budget at $929 per unit. I want to upgrade two of the four units to have "same lane capability". Currently, none of the cars assigned to Buda have this option. This would allow the officer to pick up vehicles speeds if they are in front of them traveling away (same lane & direction) or coming up from behind. Currently, ours can only pick up cars coming at them or going away traveling in an opposite direction. This upgrade costs $755 more per unit which brings the total for each of the two units to $1,684. We were able to save money in other equipment purchases this year and I anticipate coming in about $6,000 under budget for law enforcement equipment, so there is more than enough money budgeted to cover the two upgrades. I was told that we may have to get Commissioners Court approval to purchase the two upgraded radars since they costs more than was approved in the budget. Is this correct? And if so, I would like to ask for sponsorship of the two radars. Please let me know what you think.

Thanks,

BUDGETARY ACCOUNTING SYSTEM
Expenditure REQUEST Worksheet for Fiscal 08-09
GENERAL FUND, BUDA LAW ENFORCEMENT

9/26/08

Line Item	Description	06-07 Actual Budget	07-08 Original Budget	07-08 Current Budget	Current YTD Expense	08-09 Requested Budget	08-09 Judge's Recommend	08-09 Comm Court Approved
01-618								
5021	STAFF SAL	111,963	223,926	223,925	207,619	375,854	230,802	326,616
5031	REG HOLID	4,557	0	10,000	4,882	12,000	0	0
5081	CO. LONGE	0	1,945	1,950	1,950	2,310	2,310	2,310
5101	EMPLOYEE	19,531	37,989	37,989	35,428	68,845	39,984	56,328
5160	INSUR BEN	16,699	36,845	36,345	30,968	72,948	40,525	56,738
5192	UNIFORM A	900	1,800	1,800	1,680	3,240	1,800	2,520
5236	LAW ENFOI	2,953	1,000	4,500	597	9,500	1,000	5,250
5271	FUEL	6,052	15,000	17,500	16,824	39,000	17,900	27,750
5345	UNEMPLOY	0	500	500	0	900	500	900
5348	WORKERS	0	4,269	6,769	6,678	8,000	4,269	6,135
5413	VEH MAINT	60	5,000	1,500	710	7,500	5,000	6,250
5471	RADIO COI	399	0	2,000	1,097	3,750	2,000	2,875
5489	TELEPHON	0			0	0	0	0
5712	DATA PROC	6,227			0	19,500	0	19,500
5713	VEHICLES	101,145			0	86,000	0	86,000
5715	COMMUNIC	32,418			0	36,613	0	36,613
5717	LAW ENFOI	71,816	0	1,000	227	52,063	0	52,063
Total for BUDA L/		374,720	328,263	345,788	308,386	798,820	346,290	689,739

01-618 Buda Law Enforcement

vehicles	4 Patrol Vehicles (new 01-618-5713	88,000	0	88,000
comm eqpt	4 LCRA hand-held (ne01-618-5715	8,369	0	8,369
comm eqpt	4 Orion Radio(LCRA) 01-618-5715	25,844	0	25,844
comm eqpt	1 Basic LCRA Radio (01-618-5715	2,400	0	2,400
	Subtotal - Communications Equipment	36,613	0	36,613
law enf eqpt	4 Bullet Proof Vests (n01-618-5717	2,000	0	2,000
law enf eqpt	4 Ruger-Mini 14 (new p01-618-5717	2,600	0	2,600
law enf eqpt	4 Rem 870 Shotgun (n01-618-5717	2,244	0	2,244
law enf eqpt	4 Taser w/holster (new01-618-5717	3,420	0	3,420
law enf eqpt	4 Vehicle Graphics (ne01-618-5717	1,840	0	1,840
law enf eqpt	4 Watchguard Video 01-618-5717	20,800	0	20,800
* law enf eqpt	4 Kustom Radar w/An01-618-5717	3,716	0	3,716
law enf eqpt	4 Overheads (new pos) 01-618-5717	6,880	0	6,880
law enf eqpt	4 Setina Cage w/lowe01-618-5717	1,900	0	1,900
law enf eqpt	4 Shotgun/rifle mount 01-618-5717	1,300	0	1,300
law enf eqpt	4 Consoles (new pos) 01-618-5717	1,192	0	1,192

KUSTOM SIGNALS, INC.
A SUBSIDIARY OF PUBLIC SAFETY EQUIPMENT, INC
8226 Phenom, Lenexa KS 66215-3347
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Quotation

Date 06/23/2009

To... CAPT BO KIDD
HAYS CO SHERIFF'S OFFICE

1307 UHLAND RD
SAN MARCOS TX 78666

Quote # 19299991811827
Terms Net 30
This Quote Expires on 09/21/2009
Phone 512-393-7800
Fax 512-393-7836

Qty	Product Description	UnitPrice	SubTotal
2	RAPTOR RP-1, DUAL K-BAND ANTENNA, DIRECTIONAL & SAME LANE MODE	$1,655.00	$3,310.00
2	SHIPPING & HANDLING COSTS	$29.00	$58.00

Total $3,368.00

Signature Dennis Coughenour

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.
*** Order subject to agreement between Kustom Signals and customer on configuration and terms ***
*** Payment Terms: Net 30 from date of Invoice ***

Toll Free 800-4KUSTOM (800-458-7866)

Raptor RP-1 Specifications

DuraTrak™ (patent pending) technology allows a target tracking graphical display to indicate the tracking history of a particular signal. DuraTrak measures multiple targets and displays the signal graphic for the strongest and fastest target signals. Graphical provides the officer with a new level of confidence for to get a clear cut and complete tracking history.

Smart Patrol Search (patented)
The Raptor RP-1 can be operated with or without speedometer input. If the speedometer input is not connected, the unit will use its patented Smart Patrol Search (SPS) software to reduce patrol shadowing and patrol combining when coming out of field mode.

TruTrak™ (patented)
The Raptor RP-1 has the ability to interface with your patrol vehicles speed sensor (VSS). The speed sensor input pulses stops the DSP in the search for the frequency patrol signal. This patent of its kind, (TruTrak™) actually eliminates problems of patrol shadowing and patrol combining.

General Specifications

Type	Two-piece, Directional Moving/Stationary, Doppler radar system
Compliance	Meets IACP/NHTSA and FCC specifications
Power Requirements	10.0 - 16.5 VDC (Currents typical at 13.6VDC) transmit w/ target, back light on: 240 ma transmit no target, back light off: 160 ma Standby (HOLD): 100 ma
Environmental	-22°F (-30°C) to 140°F (+60°C), 90% relative humidity at 98°F (+37°C), noncondensing
Display	Graphical type LCD with full alpha-numeric messages. Manual or Automatic backlight adjustment.
Target Speed Limits	Typical: 6 to 208 mph
Accuracy	Stationary ±1 mph Moving +1/-2 mph

Antenna Specifications

Frequency	24.125±.1 GHz (K-Band)
Power Density	<.1mW/cm² at antenna face
Antenna Type	Planar Array
Polarization	Linear
Horizontal Beamwidth	12°
Receiver Type	Dual Channel Low-Noise with fully shielded pre-amplifiers

Modes of Operation

Stationary Operation
- Direction Sensing/Selection
- Fastest Vehicle Mode

Moving Opposite Operation
- Fastest Vehicle Mode
- TruTrak with automatic moving/stationary mode selection
- SMART Patrol Search Feature

Optional Operations

Moving Same/Direction Operation
- Automatic faster/slower target detection
- Fastest Vehicle Mode

IR Remote Control

Agenda Item Request Form

Hays County Commissioners' Court

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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 send Notice of Termination of the Agreement for the Provision of On-Site Sewage Facility Inspection and Environmental Health & Sanitation, which was originally executed between the Village of Wimberley and Hays County on August 28, 2000.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 21, 2008

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: CONLEY

SPONSORED BY: CONLEY

SUMMARY:

The County and the City of Wimberley have been working well together to address OSSF issues over the last nine years. The county offered to do inspections at the city's request until the city felt like they had enough time to develop their own procedures and processes ~~over the~~ years. After having discussions with City staff and officials and having discussions with county departments we both feel it is time to terminate this agreement and the City of Wimberley will manage OSSF issues within their jurisdiction independently.

ORIGINAL

Agreement for the Provision of On-Site Sewage Facility Inspection and Environmental Health & Sanitation

STATE OF TEXAS §
§
COUNTY OF HAYS §

This Agreement is made and entered into this 28 day of Aug, 2000 by and between the Village of Wimberley (hereinafter referred to as "City") and Hays County, Texas (hereinafter referred to as "County") by and through the Hays County Environmental Health Department.

WHEREAS, Chapter 791 of the Texas Government Code, the Interlocal Governmental Cooperation Act, provides that governmental entities may contract for the provision of services;

WHEREAS, the City is a general law city located in Hays County, Texas, and the City desires to provide on-site wastewater and environmental health and sanitation service by contracting with the County for the provision of such services, and

WHEREAS, the County has been duly designated as an "authorized agent" by the Texas Natural Resource Conservation Commission in accordance with the provisions of Section 366 of the Texas Health and Safety Code, and

WHEREAS, the County, by the through the Hays County Environmental Health Department, and the City agree that the County will provide certain environmental services to the city.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein the City and County agree as follows:

SECTION 1. AGREEMENT OF THE PARTIES:

The County agrees as follows:

1. The County, by and through the Hays County Environmental Health Department, shall inspect and permit all On-Site Sewage Facilities for compliance with Texas Natural Resource Conservation Commission rules contained in 30 TAC 285 and Hays County's **ORDER ADOPTING RULES OF HAYS COUNTY, TEXAS FOR ON-SITE SEWAGE FACILITIES** as adopted or amended by the City Council of the Village of Wimberley, Texas.

2. The County, by and through the Hays County Environmental Health Department, shall fully enforce Chapter 366 of the Texas Health and Safety Code, and Chapter 341, Minimum Standards of Sanitation and Health Protection Measures, with

respect to on-site sewage facilities inspected pursuant to this Agreement and other health and sanitation matters as requested by the City.

3. The County will provide all necessary equipment and personnel for the services contemplated under this agreement.

4. Hays County will provide all necessary insurance to cover damage to property and personal injuries, which might occur as a result of the performance of County staff under the terms of this agreement.

5. The County will not accept any application, issue any permit or make any inspection, for an on-site sewage facility within the City until such time as the City has reviewed the plans and proposed application and approved the same subject to the County's review, approval and issuance of the required permit. In this respect, the County Rules shall not be interpreted as permitting any use or occupancy contrary to any deed restrictions, or to any zoning or land use restrictions placed in effect by the City.

The City agrees as follows:

6. The City agrees to allow the County to collect and deposit all fees as detailed in the Hays County Environmental Health Department's fee schedule for on-site sewage facilities. The County will also receive all fines associated with enforcement actions taken for non-compliance with those State and Local regulations specified within this agreement.

7. The City plans to adopt local rules for On-Site Sewage Facilities which are identical to the County Rules. Any deviation from the County's On-Site Sewage Facility Rules must be adopted under a separate ordinance, which shall be approved by the Texas Natural Resource Conservation Commission if required by law.

8. The City acknowledges that the County's legal counsel as designated by the County's insurance provider will provide legal representation only for the Hays County Environmental Health Department in all matters of litigation arising out of enforcement of this agreement. The City shall provide all legal representation for the City in any cause of action naming the City or any officer or employee of the City a party and arising out of the services to be provided by the County pursuant to this Agreement.

SECTION II. TERM OF THE AGREEMENT

This Agreement shall become effective when signed by both parties and extend for a one year period. It is expressly agreed and understood between the Parties to this Agreement that this Agreement will automatically be renewed for an additional year, and at the end of each contract year, unless either Party has given written notice of intent to terminate at least 30 days prior to the contract expiration date.

SECTION III. TERMINATION

This Agreement may be terminated: (1) for cause in the event that either Party materially breaches the terms of this Agreement or (2) on ninety (90) days advance written notice by either party to the other party.

SECTION IV. COMPLIANCE WITH LAWS AND REGULATIONS

Both parties to this Agreement clearly understand and agree that it is the intent of both parties to operate fully and completely in compliance with all federal, state, and local environmental health regulations.

Executed in duplicate this the 28 day of August 2000.

Hays County, Texas

By: _____

The Village of Wimberley

By: _____

As of the effective date of this order a moratorium is in place to suspend review and approval of all subdivision plats within the jurisdiction of the Village of Wimberley, Hays County Texas for a period of six months or until such time as the Village of Wimberley has adopted its own subdivision ordinance, whichever occurs first.

Adopted this 22nd day of August, 2000 by the Commissioners Court of Hays County acting in open session.

Jim Powers, Hays County Judge

Attest:

Lee Carlisle, County Clerk

Adopted this 28 day of August, 2000 by the Council of the Village of Wimberley acting in open session.

Linda Hewlett, Mayor

Attest:

City Secretary

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Discussion and Possible action to convert the Administrative Assistant III position, in the constable Pct. 1 Office, to a Deputy Constable

CHECK ONE: ☐ CONSENT ☒ ACTION ☐ EXECUTIVE SESSION

☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED: Approx $1,300/$5902 for a full year (within budget in salary line item)

LINE ITEM NUMBER OF FUNDS REQUIRED: 01-431-5021

REQUESTED BY: Constable Peterson

SPONSORED BY: Ingalsbe

SUMMARY: This conversion will be very beneficial to the department in that it would allow a certified peace officer to remain in the office at all times to perform the duties and service of Civil Process that can only be done by a Certified Peace Officer and also perform the duties of the Admin. Asst.

<u>*This would eliminate the Administrative position and the budget request for a new officer, thereby reducing the number of employees currently employed in the office and make the operation of the office more efficient.</u>

***This action would not trigger other Constable's offices to seek a similar request. They understand the complexity of being located in the county seat and additional demands placed on this office.**

***Twice a month, we now bailiff for all 5 JP's for all Class B Misdemeanor Citations which is an all day affair. This is in addition to our bailiff duties for both Judge Hernandez and Judge Prado**

***The Constable's office has been short two people and it is becoming difficult to keep up with the demands**

<u>Additional benefits:</u>

Continuous security presence at the Courthouse. We also provide security for Tax Office & Records Bldg.

Reduction in Fuel Costs/wear and tear on vehicles

Cross-training of all officers to rotate in the position, which also allows for someone who is better trained and knowledgeable to answer questions regarding civil and criminal matters.

***We also do transports to our County Jail, Detention Center and Adult Probation**

***We provide Funeral Escorts, 2-3 a week at times, at no cost, as a service to our community**

***We do money runs for JP's, Dist.&Co.Clerk's, Tax Office, Records & Sheriff's Office to Treasurer/Bank**

Agenda Item Routing Form

DESCRIPTION OF Item: Convert the Administrative Assistant III position, in the constable Pct. 1 Office, to a Deputy Constable

PREFERRED MEETING DATE REQUESTED: June 21, 2009

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT AND FUND LINE ITEM NUMBER: $1,300/$5902 01-431-5021

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:_____

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 road improvements to CR 119 and Turnersville Road, the possible creation of a Tax Increment Reinvestment Zone (TIRZ) related to financing the road improvements, and a possible agreement with U.S. Foodservice and/or related entities concerning the road improvements and providing for U.S. Foodservice to locate at or near the intersection of CR 119 and Turnersville, to create jobs, and to participate in the road improvement agreement.

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

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

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: City of Buda, U.S. Foods

SPONSORED BY: Commissioner Barton

SUMMARY: See below.

This is a follow-up to the July 7 Commissioners Court session. At that meeting U.S. Foods made a lengthy presentation about its plans to build in the area just east of Buda within the Sunfield MUD, and we discussed transportation issues related to the U.S. Foods project, particularly the condition of two county roads and how they may be inadequate to handle future traffic in the area – with or without U.S. Foods.

County roads in the area are substandard. U.S. Foods and the City of Buda are asking the county to bring these roads up to a standard appropriate for feeder roads with substantial delivery traffic. Buda has applied for a Texas Capital Fund grant to fund part of the road upgrade. That leaves about $1.75 million in roadwork to be paid for by the county. U.S. Foods is proposing that the county finance the remaining $1,750,000 with a TIRZ backstopped by U.S. Foods. In other words, we would use the incremental increase within the TIRZ – an increase in tax revenue generated by the location of U.S. Foods – to pay for

the road improvements that will benefit both U.S. Foods and the general public/county road system. U.S. Foods is willing to guarantee the finance payments on the construction in case the TIRZ does not generate enough revenue to pay out. The U.S. Foods project is contingent upon appropriate roads being in place – both for public safety and convenience, and to meet U.S. Foods needs. These are roads we would upgrade anyway, though perhaps on a different schedule.

As Court members will recall, U.S. Foods informed the county that they have a contract deadline with the Sunfield owners of the first week in August and would like an indication of the county's willingness to upgrade road infrastructure before the end of July. We indicated we would bring the issue back to Commissioners Court before the end of the month. Since the Court does not plan to meet July 28, I have scheduled it for this meeting (July 21).

Extensive backup was included with the July 7 agenda. Additional information was provided at the meeting. A number of area residents spoke in favor of the project or sent messages in support. We also heard from representatives of Buda First, who oppose locating U.S. Foods at the Sunfield MUD location. David Patterson with that group posed several questions about U.S. Foods operations. I have asked U.S. Foods to address those issues July 21.

A short recap of the project information from July 7 is included below:

* U.S. Foodservice is a national food service distributor with annual revenues of approximately $17 billion in the United States. The company distributes food and related products to 250,000 customers such as restaurants, hotels, healthcare facilities, cafeterias and schools. It employs nearly 30,000 people.

* U.S. Foodservice is interested building a regional headquarters and distribution center in Hays County. The site they have identified is on the northeast side of Buda, within the city's limited purpose annexation zone, also within the Sunfield MUD, adjacent to the Travis County line. This area is NOT over any aquifer recharge zone nor is it near any known sensitive environmental features. It lies within what the City of Austin describes as the "desired development zone." The company is planning substantial facilities:

- Approximately 265,000 square feet of building in the initial phase;
- 400,000 – 500,000 square feet at final build-out;
- Located on 40-50 acres;

- At least 250 employees at opening (their current estimate is 270-275), and 405 employees by 2017. "Weighted annual earnings" are projected to be $58,442.
- Initial investment of $47-$56 million, and build-out investment of $69-$85 million.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

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

AGENDA ITEM: Discussion and possible action to approve continuance of the USGS joint funding agreement in to the next fiscal for the purpose of water quality monitoring on certain contributing zone creeks and waters wells in the Barton Segment of the Edwards Aquifer.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY:

The joint funding of a USGS water quality study was approved by the court on 10/28/08 (see below) and includes LCRA, City of Austin, Dripping Springs, and BSEACD. Due to drought the study was not able to complete the base flow sampling. It has been recommended by our partners to extend the study into the next USGS fiscal, but partners will make final payments within this fiscal. There may be a small fee as we are asking for a supplemental test on emerging contaminants. USGS must take action before the end of July. Betty Lambright is our county representative on this project and may have more info for the court on Tuesday.

OCTOBER 28, 2008 ***** ***** VOLUME T PAGE 895

25691 AUTHORIZE THE COUNTY JUDGE TO ENTER INTO A JOINT FUNDING AGREEMENT WITH THE US GEOLOGICAL SURVEY FOR SUPPLEMENTAL WATER QUALITY MONITORING ON CERTAIN CONTRIBUTING ZONE CREEKS AND WATER WELLS IN THE BARTON SEGMENT OF THE EDWARDS AQUIFER [T2-307]

LCRA, BSEACD, the City of Austin, City of Dripping Springs and possibly other entities intend to fund supplemental research within a USGS study commissioned by the TCEQ. Funding of $10,000-15,000 is available in the LCRA service fee fund (25-457-5301). **A motion was made by Commissioner Ford, seconded by Commissioner Barton to authorize the County Judge to enter into a Joint Funding Agreement with the US Geological Survey for supplemental water quality monitoring on certain contributing zone creeks and water wells in the Barton Segment of the Edwards Aquifer in an amount not to exceed $15,000.00. All present voting "Aye". MOTION PASSED**

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; Resources Protection Transportation and Planning Department; 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: July 21, 2009

AMOUNT REQUIRED: To Be Determined

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Ingalsbe

SPONSORED BY: Ingalsbe/Barton

SUMMARY:

This is our continued "standing" agenda item for updates on the government center and progress reports on other pending projects.

As a reminder, a detailed description of options and considerations of jail needs was included in the June 2nd packet.

This item should all 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

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

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

AGENDA ITEM: Dispute Resolution Center discussion with possible action to follow

CHECK ONE: ☐ CONSENT ☐ ACTION ☐ EXECUTIVE SESSION

X☐ WORKSHOP ☐ PROCLAMATION ☐ PRESENTATION

PREFERRED MEETING DATE REQUESTED: July 21, 2009

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: SUMTER

SUMMARY: Attached are the FAQ's, budget and business plan.

Operational Proposal for a Hays County DRC

This proposal provides the operational details for implementing a dispute resolution center (DRC) in Hays in accordance with the TEXAS CIVIL PRACTICE & REMEDIES CODE CHAPTER 154. ALTERNATIVE DISPUTE RESOLUTION PROCEDURES typically referred to as the Texas ADR Statute. This proposal is the response to the request of the Hays County Commissioner's Court following their unanimous agreement to proceed with the development of a DRC for Hays County.

The Mission of the DRC	• To provide mediation and conflict resolution services and relevant training for Hays County and its residents in accordance with the Texas Civil Practice & Remedies Code Chapter 154. Alternative Dispute Resolution Procedures through a non-profit organization with funding primarily from the county through ADR fees, minimal additional county funding and some added funding generated by the DRC.
Services Offered (Appendix 1)	• Mediations - Civil cases, District & County courts - Family cases - JP Cases - CPS • Training - Basic mediation, 40 hrs. - CPS - Mediation skills for community entities
How a DRC Actually Works (Appendix 2)	• Process for cases moving from court or other agencies (e.g. CPS/DA's office) to the DRC. • Non-court ordered cases.
Financial (Appendix 3)	• The income/expense projection showing number of cases and impact on the courts. And source of income. And audit/financial control. • Fees are collected for all cases filed not only the ones that go to mediation. This has the overall benefit of resolving cases in mediation that can be resolved there and opening the docket for the cases that should be heard by the court. • There is an open question as to whether fees should be collected from the magistrate courts. • Other potential revenue streams: fees for private mediators to use DRC facilities and possible grant sources.
Governance and Operation (Appendix 4)	• Function of executive director and staff. • Organization chart with roles and responsibilities including board of directors (composition), advisory board, Commissioners' Court and the executive director..
Accountability (Appendix 5)	• Contract between Hays County and the DRC. • Reporting schedule with the Commissioners' Court.

	• Annual audits.
DRC Reporting (Appendix 6)	• Collection of data regarding the type and outcome of mediations. • Standard DRC reporting format. • Report semi-annually to the Commissioner's Court.
Stakeholder Involvement (Appendix 7)	• Judiciary • Attorneys • Private Sector Mediators
Case Selection And Financial Limits (Appendix 8)	• How cases are selected for mediation. • Financial limits on cases.
Mediator: sourcing, competence, training and quality (Appendix 9)	• Source of mediators, training expectation and currently committed mediators. • TMCA standards of practice and criteria.
Physical Facilities (Appendix 10)	• Requirements and physical layout of an office. Availability of county space. Start-up needs and growth over five years. • Mediations at locations other than the DRC.
Mediation caseload projection (Appendix 11)	• Expectation of number of cases in each category over next five years. • Growth into new areas e.g. CPS, police, etc.
Confidentiality (Appendix 12, Texas ADR Statute)	• In accordance with the Texas ADR statute, all the proceedings of the mediation including the issues discussed, the interests of the parties and demeanor of the parties are confidential. Only the parties present, the outcome of the mediation, settlement or impasse, and the final mediated settlement are not confidential.
Timeline for implementation and operation (Appendix 13)	• Operational aspects and expansion of services. • Training plan.
County approval and action (Appendix 14)	• County action needed to formally mandate a DRC and associated funding. • County process for implementing the proposal. • Details of enabling legislation and procedural rules.
Bottom line for a DRC	• For the residents of Hays County: mediation will provide parties with an alternative to court where they can solve the problem in a way that meets each of their needs. • For Hays County: Mediation will unburden the courts, experience shows 60-80% of the cases sent to mediation are resolved in mediation. • For the mediation profession: the DRC will not take cases from private sector mediators, these are cases they wouldn't take anyway.

Frequently Asked Questions about the Proposed Hays County Dispute Resolution Center

The Hays County Commissioners Court agreed on April 7, 2009 to proceed with further development of a DRC for Hays County. The structural and operational details of the DRC have not been finalized and the information below represents the tentative design and operational elements of the DRC.

How common are DRC's in Texas?	There are eighteen DRC's in Texas; more than 65% of Texas residents live in counties with a DRC.
What kind of cases will the DRC accept?	Initially the DRC will focus its efforts on the types of cases that have been the most frequent cases for other DRC's in Texas: community-based mediation, court-ordered litigation mediation and family mediation. These cases may involve disputants such as • Neighbors • Friends • Relatives • Landlord/Tenant • Consumer/Merchant • Business/Business • Employer/Employee The kinds of disputes may include • Divorce and Child Custody • Consumer Complaints • Employer/Employee Conflicts • Contract Disputes • Job Terminations • Landlord/Tenant Disagreements • Personal Agreements • Family Arguments • Neighborhood Disputes • Threats or Trespassing • Financial Disputes • Court Referrals • Attorney Referrals
Will the DRC handle non-court related cases?	Yes, disputes do not have to be filed with the court for the parties to request a mediation.
What other mediation programs may be offered in the future?	As a function of local interests and needs, DRC's in Texas have expanded the range of the types of cases they handle. Any of these areas may be reasonable to include in the services of the DRC in the future as the needs and interests dictate. Juvenile Mediation - Cases from Juvenile Probation, Juvenile Courts and Law Enforcement (HPD, School Police, etc.) Special Education Mediation - Cases from Schools, and TEA (Texas Education Agency) Victim Offender Mediation - Cases from Criminal Courts, Adult Probation, and Law Enforcement Children's Protective Services Mediation - Cases involving CPS (Children's Protective Services) from Family Courts and Attorneys. Truancy Mediation - Cases from all public schools in Hays County, Justice of the Peace Courts, Juvenile Courts, and Law Enforcement Law Enforcement Mediation – Cases referred by police, sheriffs or constables that may benefit from mediation as opposed to formal legal action. Peer Mediation – Mediation programs in the schools where DRC personnel train school officials and students to implement a mediation program using students as mediators.
Who can use the DRC?	Any Hays County resident or business.
Can non-Hays County residents use the DRC?	Cases filed in Hays County courts or cases where one of the parties resides in Hays County can use the DRC. Other cases will have an additional fee as yet undetermined.

Is it necessary to have an attorney representing the parties in the mediation?	No, parties may and often do represent themselves in mediation at other DRC's. The same practice is expected at the Hays DRC.
What will be the cost to the parties?	There will be no cost for cases filed in the JP courts. For other courts, there may or may not be a fee which is as yet undetermined. For non-court related cases there may be a minimal filing fee as yet undetermined.
Where will the mediations be held?	Mediations would be conducted at the DRC in San Marcos or at locations convenient to the JP court.
Where would the DRC be located?	At county offices in San Marcos.
Who will the mediators be?	The DRC mediators are trained professionals from a variety of backgrounds including law, business, psychology, religion, education, social service, government and technical fields.
Will the DRC use sole mediators or co-mediators?	The DRC will use co-mediators whenever possible.
What are the qualifications of the mediators?	All mediators will have completed the basic 40 hr. training and additional specialized training for specific case types, e.g. 30 hr. family mediation training for family cases. All mediators will also be credentialed with TMCA. Before advancing to a lead mediator status, mediators will be evaluated in a co-mediation setting and will have requisite mediation experience.
Will the DRC mediation provide training?	Yes. The DRC has volunteers who are experienced trainers and hold positions at local universities in conflict resolution programs who will provide the training.
How will the DRC be organized and managed?	The DRC will be organized as a 501(C)3 with operation of the DRC managed by an executive director. There will be a board of directors to guide and govern the DRC.
How will the DRC be staffed?	The DRC will initially be staffed with an executive director and an office assistant. Full or part time basis will depend on the funding and the workload. All mediators will be volunteer/pro bono mediators.
Will the DRC advocate for mediation?	Yes, the DRC will provide speakers and PR to advocate for mediation and the DRC in the community and at community organizations.
How many mediations per year will the DRC conduct?	In 2008 fiscal year there were 2,181 civil cases filed in the Hays County District Courts, 767 civil cases in the two County Courts at Law and 1,694 in the 5 JP courts. If 10 % of these cases were referred to mediation that would be 464 mediations.
What is the annual budget for the DRC?	The budget for the first year is estimated at $103,000 for the first year and as activity increases over three years rise to $134,000.
How will the DRC be funded?	Filing fees will be assessed of $15 for all cases filed with the district court and county courts at law and $5 filing fees in the justice of the peace courts. Supplemental county funding will be necessary in the first few years of operation.
Will the DRC take business from professional mediators?	DRC's do not compete with private mediators. The cases that are mediated at the DRC will generally be ones where the parties lack the assets or income to afford a professional mediator. Many DRC's in fact have some of the most active local professional mediators on their panels as pro bono mediators and avid advocates for the DRC's.

If you would like to talk about the development of the DRC, please feel free to contact either of us below.

Anna Bartkowski, 512-844-3404, abartkowski@hcmcs.org
Walter Krudop, 512-858-0588, wkrudop@hcmcs.org

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 adopt the Findings of the proposed Development Regulations, adopt the proposed Development Regulations in response to the Findings, and adopt the Response to Public Comments.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: July 21, 2009; 6 p.m. @ Wimberley City Hall, Wimberley, TX

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY:

Please see attached RECOMMENDATIONS FOR FINDINGS AND ORDER FOR THE ADOPTION OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.

Also attached are five pages of the proposed Development Regulations (6/5/09 version) that reflect recent changes in response to public and/or staff input. (ppgs 149, 156, 157, 158, 160)

Grant Jackson will be on hand to discuss final changes, answer any questions and lead discussion as needed.

RECOMMENDATIONS FOR FINDINGS AND ORDER FOR THE ADOPTION OF THE HAYS COUNTY DEVELOPMENT REGULATIONS

Findings

Upon public notice, investigation and hearing, the Hays County, Texas, Commissioners Court makes the following findings in conjunction with their consideration of the Proposed Hays County Development Regulations.

- The Court has reviewed the statutory authority granted by the Texas Legislature to counties in Texas under the Texas Local Government Code and finds that Hays County has been granted the legal authority to regulate subdivisions and manufactured home rental communities under Chapters 232 and 242, to regulate building and setback lines under Chapter 233, to regulate certain businesses and occupations under Chapter 234, limiting the conditions of certain local permits under Chapter 245, and to regulate certain gated communities and multi-unit housing developments under Chapter 352.
- The Court has reviewed the statutory authority granted by the Texas Legislature to counties in Texas under the Texas Water Code and finds that Hays County has been granted the legal authority to make water quality inspections and to enforce state water quality requirements under Chapter 26 and to adopt certain water availability requirements for priority groundwater management areas under Chapter 35.
- The Court has reviewed the statutory authority granted by the Texas Legislature to counties in Texas under the Texas Water Code and finds that Hays County has been granted the legal authority to development activities pursuant to applicable chapters of the Texas Government Code, the Texas Health and Safety Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Water Code, and applicable rules of the Texas Commission on Environmental Quality;
- The Court finds that the Court has the legal authority and obligation to protect the public health, safety, morals, and general welfare of the citizens of Hays County;
- The Court finds that Hays County has been designated by the Texas Commission on Environmental Quality as the authorized agent for the licensing and regulation of on-site sewerage facilities within Hays County and these Regulations are a necessary component of such regulation;
- The Court finds that Hays County has been authorized by the U.S. Government to implement the Federal Flood Hazard Reduction regulations within the unincorporated areas of Hays County and these Regulations are a necessary component of such regulation;
- The Court has considered the potential pollution, nuisances and injury to public health and safety that could be caused by un-regulated development within the County, the potential burden on landowners and taxpayers of substandard development, and finds the adoption of these Regulations to be necessary and appropriate to abate or prevent the potential pollution, nuisances or injury to public health and safety; to prevent current or projected water use in the County from exceeding the safe sustainable yield of the County's water supply; to preserve and protect the resources and property interests, and to promote the general welfare the Citizens of Hays County.

Order

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

THAT the matters and findings recited above are hereby found and determined to be true and correct;

THAT the Hays County Development Regulations, as attached, be adopted effective on _____; and,

THAT all orders or parts of the orders of Hays County, Texas, not consistent with or in conflict with this Order are hereby repealed.

system followed by a dispersal system that uses a pressurized method to uniformly distribute the effluent over the entire disposal/dispersal area.

Sub-Chapter 7 - Planning and Evaluation Materials

§7.01. Site Evaluation Materials

The site evaluation materials recognized under this Chapter are those described in 30 TAC §285.30 of the TCEQ Regulations.

§7.02. Site Specific Materials

The facility planning materials recognized under this Chapter are those described in 30 TAC §285.4 of the TCEQ Regulations and, if applicable, 30 TAC Sections §285.5, §285.6, §285.7 and §285.40 of the TCEQ Regulations.

§7.03. Preparation of Site Evaluation and Planning Materials

Site Evaluation and Planning materials recognized under this Chapter may be prepared by a TCEQ licensed site evaluator, a Texas registered professional sanitarian or by a Texas licensed professional engineer, as authorized under 30 TAC §285.

Sub-Chapter 8 - Amendments

The County of Hays, Texas, wishing to adopt more stringent Rules for its On-Site Sewage Facilities understands that the more stringent conflicting local Rule shall take precedence over the corresponding Texas Commission on Environmental Quality requirements if local rules provide greater public health and safety protection. Listed below are the more stringent Rules adopted by Hays County, Texas:

§8.01. Facility Planning

All of the terms and provisions of 30 TAC §285.4 are incorporated within the Rules of Hays County except as expressly amended below.

(A) Land Planning, Site Evaluation and Minimum Lot Sizing:

The following requirements shall apply to all lots on which an OSSF is to be utilized:

(1) A platted or unplatted single family residential lot shall have a surface area of at least the acreage designated in Table 741.05, below.

(2) Small Multi-Unit Residential Developments. Multi-unit residential developments with four or fewer individual dwelling units, including duplexes, may utilize lots smaller than the acreages set forth in Sections §741.8.01(A)(1), provided:

(a) site specific evaluation materials, for a central system or individual systems, are prepared by a Texas licensed professional engineer or a Texas registered professional sanitarian and submitted to the Department for review and approval; and,

(b) there are no more than one (1) dwelling units for each TCEQ minimum lot acreage as designated in Table 741.05, below.

Deleted: two

(3) Other Multi-unit Residential Developments and Non-Residential Developments. Platted or unplatted lots used for multi-unit residential developments with more than four

Deleted: CHAPTER 741 -

(C) An installation detail for subsurface systems shall be provided.

(D) Detail all calculations for determining hydraulic loading, wastewater strength, sizing of system components, total head, dosing volume, pump tank sizing and reserve capacity.

(E) The disposal method for any OSSF designed for multi-family residences or for commercial/ institutional or nonresidential uses with wastewater flows over 500 gallons per day must include properly designed pressurized distribution that assures uniform distribution of effluent.

(F) Plugging reports for any wells proposed to be abandoned shall be provided.

(G) The OSSF designer shall establish the average daily design flow for all OSSFs based on the information contained in Table III from 30 TAC §285.91(3), or other valid technical sources acceptable to the Department.

(H) Calculations for hydraulic and organic load for both normal and peak flows on all OSSFs other than single-family residential shall be provided showing that both organic and hydraulic overloading of the treatment and/or disposal method is prevented.

(I) The Department may require additional planning materials if in its opinion they are warranted for the specific instance.

§8.08. Amendment to Section 285.7 (Additional Requirements for Surface Application Systems)

In addition to the permits issued for installation, licenses to operate an On-Site Sewage Facility utilizing surface application or an OSSF that requires a maintenance contract under TCEQ Regulations (30 TAC §285) or these Regulations shall be issued by the Department and shall be valid for two years. The Owner of the On-Site Sewage Facility shall be responsible for processing a renewal application for the renewal of the license prior to the expiration date of the current license.

In addition to the maintenance requirements of the TCEQ Regulations (30 TAC §285), the County specifically prescribes that all maintenance activities on OSSFs be performed only by individuals and firms licensed by the TCEQ to perform maintenance on OSSFs, as discussed in §741.8.18.

The following requirements for maintenance contracts are imposed in addition to those set forth in the TCEQ Regulations [specifically 30 TAC §285.7(c)]. All maintenance contracts shall include the following information: permit number; on-site sewage facility or wastewater operator license identification; the printed name and signature of the system owner and maintenance company representative; the starting and ending dates of the contract with the starting being the date of the notice of approval to operate; the physical address and phone number of the system location; and the physical address, business address, business phone number and emergency phone number of the maintenance company.

§8.09. Amendment to Section 285.7(d)(2) (Weather Resistant Tags)

The following requirements for weather resistant tags are imposed in addition to those set forth in the TCEQ Regulations [specifically 30 TAC §285.7(d)(2)]:

(A) The weather resistant tags shall be approved by the Department in advance of their installation;

Deleted: CHAPTER 741 -

(B) The maintenance company shall be responsible for submitting a sample tag to the Department for approval; and,

(C) The tags shall be installed outside the control panel or treatment unit device.

§8.10. Amendment to Section 285.32 (Criteria for Sewage Treatment Systems)

Deleted: (c)(1)

Deleted: Proprietary

Deleted: - Installation

(A) The following requirements for OSSFs other than residential OSSFs (non-residential OSSFs) are imposed in addition to those set forth in 30 TAC §285.32:

(1) For Non-Residential OSSFs, the site specific evaluation materials, prepared by a Texas licensed professional engineer or a Texas registered professional sanitarian, must include hydraulic loading calculations and influent and effluent wastewater strength calculations.

(2) Non-Residenital OSSFs shall include a hydraulic equalization tank prior to the treatment system. The hydraulic equalization tank shall be designed with sufficient storage to ensure that there is at least one day's flow (at the average daily design flow) between the pump-on level and alarm activation level, and one-day's flow above the alarm activation level and below the inlet of the tank, unless duplex pumps are used and designed in accordance with 30 TAC §285.34(b)(3). The rate of flow from the hydraulic equalization tank into the treatment system shall be controlled to uniformly distribute the flow over a twenty four (24) hour period at a rate no greater than the maximum design capacity of the treatment system. In cases where Non-residential OSSFs are expected to have peak flows that exceed the average daily design flow, the Department will require an Applicant to submit calculations of sufficient storage in conjunction with the other Planning Materials required for the design of the system.

(B) The following requirements for proprietary treatment systems are imposed in addition to those set forth in Section 285.32(c);

Deleted: (1)

(1) Approved Proprietary Treatment Systems (including aerobic treatment units) may be considered Proprietary Treatment System only for those service conditions for which the approval was obtained. Proprietary Treatment Systems used under other service conditions shall be considered Non-Standard Treatment Systems.

(2) All disinfection devices must be listed by the NSF as having passed NSF/ANSI Standard 46 for effluent disinfection devices, or be manufactured or approved by the manufacturer of the treatment unit. Should the treatment unit be upgraded or altered, the disinfection device shall be re-evaluated and shall be upgraded, if necessary, to a device that meets the NSF/ANSI Standard 46 requirements, or to one that is manufactured by the manufacturer of the treatment unit.

(3) All aerobic treatment units (ATUs) shall be installed with a pre-treatment tank. The pre-treatment tank shall be sized at a capacity of at least one-half the average daily design flow, but no greater than one full day's flow. The pretreatment tank shall be designed in accordance with the requirements of 30 TAC §285.32(b)(1)(G). The rate of flow from the pre-treatment tank into the ATU shall be controlled to uniformly distribute the flow over a twenty four (24) hour period at a rate no greater than the maximum design capacity of the ATU.

(4) All aerobic treatment units shall be buried in the ground and backfilled to the lid of the tank.

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(C) The following requirements for Non-Standard Treatment Systems are imposed in addition to those set forth in 30 TAC §285.32(d):

(1) Treatment Systems (including aerobic treatment units) approved as Proprietary Treatment Systems, but used under service conditions other than those on which the approval was obtained shall be considered Non-Standard Treatment Systems.

(2) All disinfection devices must be listed by the NSF as having passed NSF/ANSI Standard 46 for effluent disinfection devices, or be manufactured or approved by the manufacturer of the treatment unit. Should the treatment unit be upgraded or altered, the disinfection device shall be re-evaluated and shall be upgraded, if necessary, to a device that meets the NSF/ANSI Standard 46 requirements, or to one that is manufactured by the manufacturer of the treatment unit.

§8.11. Amendment to Section 285.33 Criteria for Effluent Disposal Systems

For all effluent disposal systems utilizing trenches or beds containing disposal media, the bottom of the excavation shall be level to within one inch over each 25 feet of excavation, but in no event shall there be more than two inches of fall over the entire length of the excavation. For the purposes of this amendment, gravel-less drainpipe shall be required to meet this standard.

§8.12. Amendment to Section 285.33 (a)(1)(B) (Porous Media)

Chipped tires or iron slag are not a permitted medium.

§8.13. Amendment to Section 285.33(c)(3)(E) (Vertical Separation Distance)

The following requirement for vertical separation distance is imposed in addition to those set forth in Section 285.33(c)(3)(E): all drip irrigation disposal fields shall be covered with at least six (6) inches of soil backfill of suitable composition to support vegetative growth.

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§8.14. Amendment to Section 285.33(d)(1) (Additional Requirements for Surface Application Systems)

The following requirements are imposed in addition to those set forth in Section 285.7 for an On-Site Sewage Facility utilizing surface application systems:

(A) Surface application shall be limited to sprinkler application only.

(B) All On-Site Sewage Facilities utilizing surface application shall be designed to facilitate periodic sampling.

(C) The site for a surface application system shall be cleared of exposed rock, or the exposed rock shall be covered with at least four (4) inches of soil of suitable composition to support vegetative growth.

(D) The individual sprinkler heads installed for a surface application area shall have a maximum operating height of twenty four (24) inches and a maximum operating pressure of forty (40) pounds per square inch. The receptor (property line, habitable structure, or vegetable garden or orchard producing food for human consumption) separation distance identified in Table 741.07 shall be modified as shown in Table 741.08 for an application radius greater than twenty (20) feet. Designers and the Department may interpolate between separation distances presented in Table 741.08 for application radius and operating pressure values different than those shown.

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§8.19. Miscellaneous

(A) A permit will be required for all On-Site Sewage Facilities, regardless of the size of the lot or acreage onto which it is installed. A permit will not be issued for an On-Site Sewage Facility that is on a tract of land that is found to be in violation of the Hays County Development Regulations. Any structure or property used for either residential or commercial purposes shall be connected to an On-Site Sewage Facility permitted by the Department or a centralized sewage treatment facility permitted by the Texas Commission on Environmental Quality.

(B) A construction inspection of an On-Site Sewage Facility must be completed within 12 months from the date of issuance of an authorization to construct. Construction of an on-site sewage facility must be completed within 14 months of the date of issuance of an authorization to construct and within eighteen (18) months of the date of application for a permit.

(C) French drains used to support and protect On-Site Sewage Facilities shall be upgradient of the On-Site Sewage Facility and shall be designed by a Texas licensed professional engineer to prevent groundwater from entering into the On-Site Sewage Facility. An applicant desiring to install a french drain must demonstrate that its use will afford a greater level of public health by diverting groundwater away from the On-Site Sewage Facility.

(D) Effluent holding tanks shall be authorized only for temporary use for 90 days, with one 90 day renewal. The permittee must provide metered water usage and pumping manifests.

(E) Composting, incinerating, and "no water" toilets shall be permitted by the Department under the Rules. Planning material submitted shall clearly identify the type of toilet that will be installed and the site specific location of the proposed toilet. The permitted location shall be required to have hand-washing facilities utilizing potable water. Public parks owned by a political subdivision shall be exempt from the hand-washing facilities requirement.

(F) All buried standard, non-standard and proprietary treatment compartments and pump tanks shall be provided with at least one at-grade riser that can be accessed without digging. The installed riser shall be water tight.

(G) All commercial, institutional and non-residential on-site sewage facilities shall be equipped with a flow metering device capable of measuring and recording the average daily flow rate.

Deleted: The following requirements apply to Proprietary Treatment Units:For Proprietary Treatment Units, all disinfection devices must be listed by the NSF as having passed NSF/ANSI Standard 46 for effluent disinfection devices, or be manufactured or approved by the manufacturer of the treatment unit. Should the treatment unit be upgraded or altered, the disinfection device shall be re-evaluated and shall be upgraded, if necessary, to a device that meets the NSF/ANSI Standard 46 requirements, or to one that is manufactured by the manufacturer of the treatment unit; and,All aerobic treatment units (ATUs) shall be installed with a pre-treatment tank. Commercial/Institutional OSSFs utilizing ATUs shall also be installed with an additional hydraulic equalization tank. The pre-treatment tank shall be sized at a capacity of at least one-half the average daily flow used to design the aerobic treatment unit(s), but no greater than one full day's flow. The pretreatment tank shall be designed in accordance with the requirements of 30 TAC §285.32(b)(1)(G). The hydraulic equalization tank shall be designed with sufficient storage to ensure that no more than the average daily design flow is passed into the ATU. The Department may require an Applicant to submit calculations of sufficient storage in conjunction with other Planning Materials required for the design of the system.

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§8.20. Grandfathering, Re-authorization and Re-permitting of Existing Systems

(A) Grandfathering

An owner of an OSSF is required to comply with the permitting, installation and operational requirements of Chapter 741, or any other applicable requirements, in effect at the time the OSSF is installed. Routine maintenance and repairs to an OSSF shall be required to bring the OSSF into compliance with all such applicable requirements.

(B) Re-Inspection by Qualified Inspector.

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Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Executive Session pursuant to Section 552.131 of the Texas Government Code, related to a possible offer of economic development incentives to Grifols, Inc. for the development of a biomedical facility in Hays County.
TYPE OF ITEM: EXECUTIVE
PREFERRED MEETING DATE REQUESTED: July 21, 2008
AMOUNT REQUIRED: N/A
LINE ITEM NUMBER OF FUNDS REQUIRED: N/A
REQUESTED BY: INGALSBE
SPONSORED BY: INGALSBE
SUMMARY: To be provided in Executive Session.