

**Commissioners Court -August 3, 2010
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS**



This Notice is posted pursuant to the Texas Open Meetings Act. (VERNON'S TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on the **3RD day of August, 2010**, 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

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

1	3	Approve payments of county invoices. HERZOG
2	4-12	Approve Commissioner Court Minutes of July 22, 26 & 27, 2010. SUMTER/FRITSCHÉ
3	13-40	Approve specifications for IFB #2010-B17 General Contractor for the Stabilization Project for the (Historical) Old Hays County Jail and authorize Purchasing to solicit for bid and advertise. SUMTER/HERZOG/MAIORKA/JOHNSON
4	41-67	Approve the Amended October and November 2009, January, February and March 2010 Treasurer's Reports and Investment Reports. SUMTER/TUTTLE
5	68-69	Amend District Court and County Court @ Law budgets from Contingencies in General Fund and budget Government Center funds received from proceeds of Certificates of Obligation Series 2010. SUMTER/RODRIGUEZ/KITCHEN/HERZOG
6	70-75	Authorize the County Judge to execute the contract for the Public Health Emergency Preparedness program for FY 2011, in the amount of \$145,902.00. SUMTER/HARGRAVES
7	76-77	Amend Juvenile Probation TJPC X Grant to correct revenue funding per the grant contract and to purchase computer equipment, a bulletin board & contract services for the GED program. SUMTER/WILLIAMS

ACTION ITEMS

ROADS

8	78	Hold a public hearing to establish traffic regulations on Alpine Trail, CR 384 in the Highlands East subdivision. Possible action may follow. FORD/BORCHERDING
9	79	Hold a public hearing to establish traffic regulations in Rim Rock subdivision Ph. 2, Sec. 2 and Ph. 3, Sec. 2. Possible action may follow. FORD/BORCHERDING

MISCELLANEOUS

10	80	Discussion and possible action to approve double filling the position of Assistant Tax Assessor-Collector for more than the standard two week period. SUMTER/CARAWAY
11	81-82	Discussion and possible action to modify the Constable Pct. 3 budget to cover a shortage in their Continuing Education line item. CONLEY/AYRES
12	83-103	Discussion and possible action to authorize the County Judge to execute a Contract with VOTEC for Software and Services. SUMTER/COWAN

13	104-109	Discussion and possible action to award IFB #2010-B15 for the Winter's Mill Parkway Trail to Myers Concrete Construction, LP, in the amount of \$367,417.20, and authorize the County Judge to execute contract documents. CONLEY/HAUFF/MAIORKA
14	110-115	Discussion and possible action to provide direction to staff and the citizen Parks and Open Space Advisory Board regarding criteria and process for recreation-focused projects in regards to remaining dollars in 2007 Parks and Open Space bond funds. FORD
15	116-169	Presentation by Zara Environmental regarding the Hays County Karst Invertebrate study and report. FORD/HAUFF
	170	Discussion and possible action to modify and/or terminate existing interlocal agreements for the 911 addressing responsibilities in various municipalities throughout Hays County. SUMTER/GARZA
16	171-174	Discussion and possible action to authorize the County Judge to execute a series of interlocal agreements for the 911 addressing responsibilities in various municipalities throughout Hays County. SUMTER/GARZA
17	175-186	Discussion and possible action to approve Work Authorization/Amendment to the Master Agreement between Lockwood, Andrews & Newnam, Inc (LAN) and Hays County for Construction Administration and Inspection Services for the Dacy Lane Project. INGALSBE
18	187-193	Discussion and possible action to approve department reorganization for the Development Services Division of the Resource Protection, Transportation, and Planning (RPTP) Department, approving the new and/or revised job descriptions, and authorizing Human Resources to post the positions. SUMTER/BORCHERDING/WRIGHT

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.

STANDING AGENDA ITEM

19	Discussion of 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. Possible action may follow. INGALSBE
20	Discussion of issues related to the road bond projects, including updates from Mike Weaver, Prime Strategies and Jeff Curren, HDR. Possible action may follow. SUMTER
21	Discussion of Departmental Budget. Possible action may follow. SUMTER

ADJOURNMENT

Posted by 5:00 o'clock P.M. on the 30th day of July, 2010

COMMISSIONERS COURT, HAYS COUNTY, TEXAS

CLERK OF THE COURT

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

Agenda Item Request Form

Hays County Commissioners' Court

2:00 p.m. Every Wednesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve payment of county invoices.

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

PREFERRED MEETING DATE REQUESTED: 8/03/10

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 COMMISSIONER COURT MINUTES OF JULY 22, 26 & 27, 2010

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

PREFERRED MEETING DATE REQUESTED: AUGUST 3, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: FRITSCHÉ

SPONSORED BY: SUMTER

SUMMARY:



JULY 22, 2010

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STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 22ND DAY OF JULY A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

COUNTY JUDGE
COMMISSIONER, PCT. 1
COMMISSIONER, PCT. 2
COMMISSIONER, PCT. 3
COMMISSIONER, PCT. 4
DEPUTY COUNTY CLERK

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

DEPARTMENTAL BUDGET REVIEW

Extension Office

Susan Schramm – Extension Agent explained requests. She is requesting cell phones for the office - they are currently using their personal cell phones. She also announced that she will be retiring on August 31, 2010.

Building Maintenance

Ron Knott – Building Maintenance Director explained his budget requests. He requested that this fall he'd like to go out for bid for building supplies. In Janitorial Supplies he's making changes in what they currently use. He spoke of windows in the Courthouse in need of repair. There are 72 windows in the Courthouse. The Texas Historical Commission has strict requirements in restoration. If the Building Maintenance Department is able to do it, it would save the County a lot of money. Ron Knott is also requesting an additional part-time Custodial position.

Veteran's Services

Mike Mendoza – Veteran Service Officer explained his budget requests. He's requesting that we not use CARTS as recommended by the Transportation Committee. He's requesting increasing the driver's hours to 29 hours per week. He's requesting the Travel line item at \$1,100.

Parks & Transfer Station

Jerry Pinnix – Parks & Transfer Station Director explained his budget requests. He spoke of participating in the Household Hazardous Waste with the City of San Marcos. The cost to the City is \$80,000 and our contribution is \$15,000. He's requesting an addition \$5,000 to give to the City. He also spoke of the balers needing to be maintained. In Operating Expenses Hays County delivers glass to Blanco County to be crushed. At this time it isn't cost effective. Commissioner Conley asked about applying for a Grant for assistance in acquiring a baler. Parks - Jerry Pinnix spoke of security at the Park. He has one that comes in the morning and one that works in the evening with a 4-hour overlapping period. We pay a Security Company around \$17 an hour. We also pays for Port-a-Potty's for the Parks. During the winter months the parks are open fewer hours, from 9 am to 6 pm and during the summer months the park is open from 9 am to 9 pm. He spoke of the security cameras being set up at the new area at 5-Mile Park by the City of San Marcos. Court spoke of possibly connecting to the security system for County use.

Recommendations

Parks – Contract Services \$25,000, Maintenance & Repair \$25,700, Equipment Mtc & Repair \$1,500, Miscellaneous \$200, Travel \$0. Transfer Station – Contract Services \$15,000, Trash Hauling \$132,000, Continuing Ed \$1,000, Equipment Mtc & Repair \$6,000. Veteran's Administration – Office Supplies \$500, Vehicle Mtc & Repair \$750 and move the rest to County Wide. Building Maintenance – Building Mtc Supplies \$34,000, Ground Mtc Supplies \$1,200, Office & Computer Supplies \$500, Postage \$25, Contract Services \$12,000, Bldg Mtc & Repair \$70,000, Trash Hauling \$14,000, Janitorial Services \$25,000, Equipment Lease \$400, Uniforms \$5,000, Misc Equipment \$3,700 and move the rest to County Wide.

Resource Protection Transportation & Planning Department

Lisa Wright – County Planning Director explained budget requests. She spoke of reducing the costs by leasing only one color and one black copier. Recommendations – Environmental Health – Office & Computer Supplies \$6,000, Books & Periodicals \$1,000, Miscellaneous \$3,000, Office Equipment \$0 –moved to County Wide, Travel \$250, Contract Services \$1,000 Temporary Personnel \$4,500. 911 Addressing/GIS – Office & Computer Supplies \$1,000, Temporary Personnel \$4,500, Miscellaneous \$0, Travel \$400, Continuing Ed \$5,000

**Resource Protection Transportation & Planning Department**

Road & Bridge – Jerry Borcharding spoke of budget requests. He spoke of the position for Construction Coordinator. He'd like to hire someone who'd be able to assist him with Capital Improvement Projects and would review the subdivision plans & would be able to highlight details. He also would like to hire a bookkeeper. He'd like to hire someone that would be trained by the current bookkeeper. The Court is supportive of an overlap of jobs for 3-4 months in the bookkeeper position. **Recommendations** – Signs & Barricades \$50,000. The Court asked Jerry Borcharding to come back on Monday with a more trimmed budget, between \$10.5 - \$10.8 million. Tim Vandevorde explained the difference between chip seal and slurry seal (hot mix surface).

Court was adjourned.

I, LINDA C. FRITSCH, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on JULY 22, 2010.



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



JULY 26, 2010

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STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 26TH DAY OF JULY A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN SPECIAL MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

ELIZABETH "LIZ" SUMTER
DEBBIE GONZALES INGALSBE
WILL CONLEY
KAREN FORD
LIZ GONZALEZ

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

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

DEPARTMENTAL BUDGET REVIEW

Resource Protection Transportation & Planning Department

Jerry Borcherting – explained his budget requests. Court recommended Maintenance & Repair at \$10,000 for Dam Maintenance. He explained about roads that would be repaired in FY11. There are a few roads in certain cities that will be repaired by the Road Department and be reimbursed by the cities. Commissioner Barton came to Court at this time. Recommended - Miscellaneous Equipment \$10,000. Tim Vandevorpe spoke of different areas that the traffic counters have been throughout the County that not only count vehicles/bicycles but also note the speed. He has sent out that information to the Sheriff's Department.

Auditor

Bill Herzog – spoke of preliminary numbers that he's gotten from the Central Appraisal District. The Tax Roll will be certified today around noon. Preliminary numbers are \$10,947 Billion which is \$50 Million over last year.

New Employee Requests

Jail – Eliminate 2 Jail Mtc people but put more money in Jail Bldg Mtc & Repair \$60,000. Personal Health Dept – Hire LVN and eliminate Medial Asst and Admin II. HCSO – Convert 1 position coming from Buda to Crime Analyst. Eliminate Lieutenant request for Govt Center. Auditor – Bill Herzog will look into requested position being funded out of Bond Money – he will bring back details. DA – Victims Asst Advocate – Re-grade only and not add a new full time position. Sheriff – Positions of Crime Analyst, Crime Prevention, and Instructor are to be absorbed by Deputy positions coming from Buda. RPTP – R&B – will fund Construction Coordinator and Bookkeeper ½ time for dual filled position.

Social Services

Court discussed different Social Services and amounts requested. They want to speak with a few organizations on Thursday July 29, 2010. They discussed Kyle Volunteer EMS and Kyle Volunteer Fire Department that were covering more than their district, but now there's Caldwell/Hays EMS that covers the area that Kyle used to cover. Commissioner Barton will look into this. Judge Sumter requested that Health Care Coalition, CTMC Hospice Care, The Friends Foundation come in on Thursday to address the Court. The Court will also discuss CountyWide Operating on Thursday.

Court was adjourned.

I, LINDA C. FRITSCH, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on JULY 26, 2010.



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



STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 27TH DAY OF JUNE A.D., 2010, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

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

AND THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

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

HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT BUDGET PRESENTATION BY DISTRICT BOARD SKIPTON [T2-1136]

Mark Key, Secretary/Treasurer of the Hays-Trinity GCD, spoke of the budget. Education and community outreach request is \$30,000. Requesting a budget of \$182,000 from the County. HTGCD President Jimmy Skipton spoke of cuts that will have to be made if full funding is not received. Commissioner Ingalsbe will request assistance for HTGCD in redistricting along with the county.

PUBLIC COMMENT

Ray Whisenant made public comment regarding 2007 Park/Open Space Bond Funds. June Baumel, Ginger Faught (representing Dripping Spring Mayor Todd Purcell), Michelle Fischer (Dripping Springs City Administrator), Rex Miller, Spider Williams (Dripping Springs City Councilman), Terry Polk (Harrison Ranch Park Commission & Dripping Springs AG Booster), Ronald Twining, Bob Richardson, David Edwards, Donna Moore, Brenda DeWitt, and Jimmy Skipton requested park funds for Harrison Ranch Park. [T1-492] Alan Cameron made public comment regarding local veterans services.

27241 APPROVE PAYMENTS OF COUNTY INVOICES

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve payments of county invoices in the amount of \$894,649.95 as submitted by the County Auditor. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

27242 APPROVE COMMISSIONER COURT MINUTES OF JULY 15, 19 & 20, 2010

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve Commissioner Court Minutes of July 15, 19 & 20, 2010 as presented by the County Clerk. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

27243 APPROVE RENEWAL FOR ANNUAL BID #2007-B09 "FUEL FOR ONE (1) ADDITIONAL YEAR AS PROVIDED FOR IN THE ORIGINAL BID

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve renewal for annual bid #2007-B09 fuel for one (1) additional year as provided for in the original bid. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

27244 APPROVE RENEWAL FOR ANNUAL BID #2009-B14 "BOTTLED WATER FOR HAYS COUNTY OFFICES" FOR ONE (1) ADDITIONAL YEAR AS PROVIDED FOR IN THE ORIGINAL BID

A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to approve renewal for annual bid #2009-B14 "bottled water for Hays County Offices" for one (1) additional year as provided for in the original bid. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED



JULY 27, 2010

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27245 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A RENEWAL CONTRACT FOR UP TO \$63,535 FROM THE DEPARTMENT OF STATE HEALTH SERVICES FOR THE RLSS-LOCAL PUBLIC HEALTH SERVICES GRANT

This is to renew annual contract between the Texas Department of State Health Services (TDSHS) and the Hays County Personal Health Department (HCPHD), to fund Communicable Disease surveillance and reporting. The contract provides funding for the program from September 1, 2010 through August 31, 2011. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a renewal contract for up to \$63,535 from the Department of State Health Services for the RLSS-Local Public Health Services Grant. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

27246 AUTHORIZE THE COUNTY JUDGE TO EXECUTE A RENEWAL CONTRACT FOR UP TO \$192,341 FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) TO SUPPORT THE IMMUNIZATION PROGRAM OF THE PERSONAL HEALTH DEPARTMENT

This is a renewal contract in the amount of \$192,341 between DSHS and the Personal Health Department to fund the Immunization program. The contract provides funding for the program from September 1, 2010 through August 31, 2011. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a renewal contract for up to \$192,341 from the Texas Department of State Health Services (DSHS) to support the immunization program of the Personal Health Department. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

CLERK'S NOTE: AGENDA ITEM #8 RE: AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE CONTRACT FOR THE PUBLIC HEALTH EMERGENCY PREPAREDNESS PROGRAM FOR FY 2011, IN THE AMOUNT OF \$145,902 was PULLED.

27247 ACCEPT DONATIONS TO THE HISTORICAL COMMISSION OPERATING BUDGET AND AMEND THE BUDGET ACCORDINGLY

The Historical Commission is in the process of preparing a documentary of Buck Winn and has collected \$14,500 to date in donations. These funds will be used for general supplies, contract services and travel costs associated with this project. Budget Amendments are as follows: 001-787-00-055.4610 Contributions - \$15,500, 001-676-00-055.5201 General Supplies \$5,000, 001-676-00-055.5448 Contract Services \$8,000, 001-676-00-055.5501 Travel \$2,500. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to accept donations to the Historical Commission operating budget and amend the budget accordingly. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

27248 AUTHORIZE THE SHERIFF'S OFFICE TO PURCHASE VEHICLE ENGINE ANALYZER FOR USE IN COUNTYWIDE SHOP

Sheriff Ratliff was intending to request this equipment in FY11. The Court had suggested finding funds in the current budget. The Sheriff was able to fund purchase of the engine analyzer and now needs authorization to purchase it from FY10 funds. This purchase would come out of Misc Equip line item #001-618-00.5719 in the amount of \$5,784. A motion was made by Commissioner Barton, seconded by Commissioner Ingalsbe to authorize the Sheriff's Office to purchase vehicle engine analyzer for use in Countywide shop. Commissioner Ingalsbe, Commissioner Barton, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Conley not present to vote. MOTION PASSED

27249 ACCEPT ROAD CONSTRUCTION AND DRAINAGE IMPROVEMENTS FOR MCCARTY LANE EAST, CR 233 [T2-1491]

Staff recommends acceptance of construction of the road and drainage improvements within the County ROW. The RPTP Department-Transportation Division has inspected and approved the improvements. A motion was made by Commissioner Ingalsbe, Seconded by Commissioner Barton to accept road construction and drainage improvements for McCarty Lane East, CR 233. All voting "Aye". MOTION PASSED



27250 RIM ROCK PHASE 2 SECTION 2 [10-4-15 - 90 LOTS] ACCEPT AFFIDAVIT OF PLAT CORRECTION [T2-1502]

Programs Manager/Development Services Clint Garza explained the problems with the final plat for Rim Rock Phase 2, Section 2 in Pct 4 which consists of 90 lots, of which 89 are residential. The Final Plat was approved on February 13, 2007 and at the time of recording the plat contained errors on various building line setback distances throughout the section. The actual distances represented on the plat are accurate and are the result of an obvious error in labeling. A motion was made by Commissioner Ford, seconded by Commissioner Conley to accept Affidavit of Plat Correction for Rim Rock Phase 2 Section 2. All voting "Aye". MOTION PASSED

DISCUSSION TO PROVIDE GUIDANCE TO THE JAIL COMMITTEE [T2-678]

The Jail committee is looking for guidance from the court. Does the Court want the Jail Committee to assess operational costs associated with the additional 96 beds and expansion of common areas? Does the court want an assessment of the current location to include the maximum amount of beds that could be built with common areas built out to maximum future capacity? Does the court want an operational costs assessment; building 96 beds with common areas built out to maximum future capacity with operational costs; building an entire mezzanine system in another location with 426 beds or at maximum build out of current location plus operational costs. Having operational costs associated with each option will help the court assess the best course of action for the immediate and long-term future. Commissioner Conley spoke. He recommended adding 96 beds, renovating the 330 beds and build-out the common areas. Brenda Jenkins (Broaddus & Associates) spoke of the current site capable of having up to 700 beds (new addition and current facility). The laundry, infirmary, and common areas are capable of handling a 700 bed facility. Committee can also consider building out to maximum of 700 beds.

27251 ACCEPT THE COMMITTEES' RECOMMENDATION FOR RFP 2010-P12 FOR A COUNTY-WIDE WIRELESS COMMUNICATION SYSTEM; ALLOW STAFF TO NEGOTIATE A CONTRACT AND AUTHORIZE THE COUNTY JUDGE TO EXECUTE THE CONTRACT [T2-570]

Commissioner Barton not present for this item. Committee members Jeff McGill, Steve Floyd, and Lisa Wright led by Terry Whitman from Broaddus and Associates reviewed the responses and recommend AT&T. A motion was made by Judge Sumter, seconded by Commissioner Conley to accept the Committees' recommendation for RFP 2010-P12 for a county-wide wireless communication system and allow staff to negotiate a contract and authorize the County Judge to execute the contract. Commissioner Ingalsbe, Commissioner Conley, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Barton not present to vote. MOTION PASSED

27252 APPROVE THE DESIGN AND CONSTRUCTION COST FOR THE CANOPY STRUCTURE OVER THE LICENSE PLATE PNEUMATIC TUBE SYSTEM AND DRIVE-UP [T2-304]

Bob Hinkle (Broaddus & Associates) spoke. The drive-up was part of the GMP that was approved by court but the Canopy Structure and Large Tube for the License Plates was not part of the original contract. This structure is necessary to support the larger tube for the license plates. Tax Assessor-Collector Luanne Caraway and the Building Committee feel like this canopy is important to protect customers from increment weather. Design cost would be \$21,666.26 for one tube. Discussion was had regarding increasing that number to two tubes. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Conley to approve the design and construction cost for the canopy structure over the license plate pneumatic tube system and drive-up not to exceed \$25,000. Commissioner Ingalsbe, Commissioner Conley, Commissioner Ford and Judge Sumter voting "Aye". Commissioner Barton not present to vote. MOTION PASSED

27253 AUTHORIZE COUNTY JUDGE TO SIGN INTERLOCAL AGREEMENT BETWEEN HAYS COUNTY, CITY OF SAN MARCOS AND TEXAS STATE UNIVERSITY REGARDING THE DEVELOPMENT OF AN UPPER SAN MARCOS WATERSHED PROTECTION PLAN [T2-120]

Commissioner Barton was not present for this item. This Interlocal agreement and fund request will allow the Rivers Systems Institute at Texas State University-San Marcos to work with cooperating partners to identify goals and prepare data and documents to submit to TCEQ for a 319 grant to enable a full-blown watershed protection planning process, much like what is currently in progress for Cypress Creek in Wimberley and for Plum Creek Watershed near Kyle. \$3,000 expense to be paid from LCRA funds. A motion was made by Commissioner Ingalsbe, seconded by Commissioner Ford to authorize the County Judge to sign Interlocal Agreement between Hays County, City of San Marcos and Texas State University regarding the development of an Upper San Marcos Watershed Protection Plan. Commissioner Ingalsbe, Commissioner Conley, Commissioner Ford, and Judge Sumter voting "Aye". Commissioner Barton not present for vote. MOTION PASSED



JULY 27, 2010

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27254 AUTHORIZE THE COUNTY JUDGE TO EXECUTE AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN HAYS COUNTY AND U.S. FOODSERVICE, INC [T1-559]

Commissioner Barton spoke of previous agreement regarding this issue. John Fowler from U.S. Foodservice Inc. provided information regarding project facts, employment & salaries (\$58,442-\$99,849), projected total jobs of 405, proposed Buda Distribution Center, proposed Hays County Commitment of \$2,689,160, and loan amortization schedule. Special Counsel Mark Kennedy spoke of the agreement being considered and changes that have been made. Public comment was made by Executive Director of Buda Economic Development Corp. Warren Kettelman, Carl Urban, Tommy Poer, Buda Asst. Manager/Planner Brian LaBorde, and Betsy Urban. Commissioner Barton spoke of Buda business men and women who support this project. He spoke of substandard streets in the area that will be improved because of this project and will increase the value of property. He spoke of support from the City of Buda. George Murphy (Engineer) spoke of cost estimates. Discussion was had regarding number of jobs that will be created. Stanley Fees, Buda City Engineer spoke. Commissioner Barton advised that the Interlocal agreement with the City of Buda is not ready for action today. A motion was made by Commissioner Barton, seconded by Commissioner Conley to authorize the County Judge to execute an Economic Development Agreement between Hays County and U.S. Foodservice, Inc. as presented by Special Counsel. Commissioner Ingalsbe, Commissioner Barton, Commissioner Conley, and Commissioner Ford voting "Aye". Judge Sumter voting "No". MOTION PASSED

27255 AWARD IFB #2010-B064 FOR THE CEDAR OAK MESA WSC GROUND STORAGE TANK TO CENTRAL TEXAS WATER MAINTENANCE, IN THE AMOUNT OF \$163,210.90 AND AUTHORIZE THE COUNTY JUDGE TO SIGN CONTRACT DOCUMENTS [T2-1527]

Grants Administrator Jeff Hauff explained the project. A motion was made by Commissioner Conley, seconded by Commissioner Ford to award IFB #2010-B064 for the Cedar Oak Mesa WSC Ground Storage Tank to Central Texas Water Maintenance, in the amount of \$163,210.90 and authorize the County Judge to sign contract documents. All voting "Aye". MOTION PASSED

CONSIDER AUTHORIZING THE COUNTY JUDGE TO EXECUTE LETTER AMENDMENTS TO INTERLOCAL AGREEMENTS FOR THE MAINTENANCE OF ROADWAYS BETWEEN HAYS COUNTY AND PARTICIPATING MUNICIPALITIES

[T1-2280] Commissioner Barton was not present for this item. Commissioner Conley spoke of agreements with municipalities giving the county the right and authority to maintain roads that are integral to the county road system and gives municipalities the ability to make project-specific requests for maintenance of city roads. The amendment allows the county to provide notice of maintenance and improvements to the participating city, but would not propose to invoice the participating city for material costs on its portion(s) of the roadway. By executing the letter amendment, a participating city would be deemed to have consented to the work upon receipt of notice from the county. Cynthia Marion and Denise Jackson (representing Wagon Wheel Property Owners Association) made public comment regarding Flite Acres Road. Consent from the City would be required before performing the road maintenance. Commissioner Ingalsbe advised that she would like to see financial participation from the cities. Special Counsel Mark Kennedy advised that he could add a clause setting out a consent procedure. Action was postponed. [T2-1550] Commissioner Conley advised that he will meet with the City Council of Wimberley to get their consent.

27256 WORKSHOP WITH POSSIBLE ACTION REGARDING RECOMMENDATIONS FROM VA TRANSPORTATION COMMITTEE [T2-1721]

Commissioner Conley spoke of committee recommendations. They did a pilot program with CARTS but there was not enough activity to proceed with that service. Recommendation is to obtain a grant for a VA bus. There were town hall meetings which indicated that services are needed to assist veterans in getting the benefits they deserve. Alan Cameron spoke of need to keep CARTS in the picture for possible services in the future. VA Transportation Committee recommendations:

- Maintain a part-time employee (29 hrs) to service veterans Tuesday – Thursday
- On call services to be available Monday – Friday
- Move forward on applying for a grant with TxDOT to get a bus/van
- Extension of CARTS contract until grant is received (possibly by the end of Sept) – NTE \$4,000

Committee will continue to meet and evaluate the services needed even further [T2-2353] A motion was made by Commissioner Conley, seconded by Commissioner Ingalsbe to accept the recommendations of the VA Transportation Committee and move forward with those recommendations as soon as possible. All voting "Aye". MOTION PASSED



DISCUSSION OF ISSUES RELATED TO PROPOSED CAPITAL PROJECTS IN HAYS COUNTY, INCLUDING BUT NOT LIMITED TO THE GOVERNMENT CENTER, PRECINCT OFFICE; RESOURCES PROTECTION TRANSPORTATION AND PLANNING DEPARTMENT; AND SPACE NEEDS PROJECTIONS FOR THE HAYS COUNTY JAIL AND RELATED CRIMINAL JUSTICE ANALYSIS

Bob Hinkle of Broaddus & Associates explained different documents that the Court previously adopted which included Change Order #2 incentive split for general conditions and contingency. He also spoke of changes made with court approval a couple of weeks ago with rainwater collection and irrigation changed to condensate collection and irrigation which also included the underground electrical and it didn't have any changes.

CLERK'S NOTE: AGENDA ITEM #22 RE: DISCUSSION OF ISSUES RELATED TO THE ROAD BOND PROJECTS, INCLUDING UPDATES FROM MIKE WEAVER, PRIME STRATEGIES AND JEFF CURREN, HDR – was pulled.


CLERK'S NOTE: AGENDA ITEM #23 RE: DISCUSSION OF DEPARTMENTAL BUDGET. POSSIBLE ACTION MAY FOLLOW WAS PULLED.

Court was adjourned.

I, LINDA C. FRITSCHKE, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on JULY 27, 2010.



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



Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve specifications for IFB #2010-B17 General Contractor for the Stabilization Project for the (Historical) Old Hays County Jail and authorize Purchasing to solicit for bid and advertise.

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

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

PREFERRED MEETING DATE REQUESTED: August 3, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Herzog/Maiorka/Johnson

SPONSORED BY: Sumter

SUMMARY: see attached

IFB 2010-B17
GENERAL CONTRACTOR FOR THE STABILIZATION PROJECT OF THE HISTORICAL OLD HAYS
COUNTY JAIL

HAYS COUNTY, TEXAS

Invitation for Bids

Hays County will receive sealed bids for General Contractor for the Stabilization Project of the Historical Old Hays County Jail until 2:00 p.m. on Thursday, August 26, 2010 at the Hays County Purchasing Office, 111 E. San Antonio Street, Suite 101, San Marcos, Texas 78666. The intent of this project involves stabilization of the Old Hays County Jail located at 170 S. Fredericksburg Street, San Marcos, Texas 78666, to obtain a weather-tight structure for future full restoration. The bids shall be sealed and addressed to:

Hays County Purchasing
Attn: Cindy Maiorka CPPB
111 E. San Antonio Street Suite 101
San Marcos, Texas 78666

The bids will be publicly opened and read aloud at the Hays County Courthouse in the Purchasing Office, Suite 101, San Marcos, Texas 78666 on August 26, 2010 at 2:00 p.m. local time. Bids received after the submission deadline will be returned. A mandatory pre-bid conference will be held at the Hays County Courthouse, Thursday, August 12, 2010 at 2:00 p.m. local time. A visit to the project site will follow the conference for anyone who wants to attend.

Bidding documents may be obtained by prospective bidders at the Hays County Purchasing Office at 111 E. San Antonio Street, Suite 101, San Marcos, Texas 78666 or by emailing your request to cindym@co.hays.tx.us.

Bid Security in the amount not less than five percent (5%) of the total amount of the bid, issued by an acceptable surety company or in the form of a certified or cashier's check, must accompany each bid as a guarantee that the successful bidder will enter into a proper contract and execute bonds and guaranties within ten (10) days after the date contract documents are received by the awarded contractor.

Hays County reserves the right to reject any or all bids or to waive any informality in the bidding process. In case of ambiguity or lack of clearness in stating the prices in any bid, the owner reserves the right to determine which bids are the lowest and/or best, and to award the contract on this basis. No bid may be withdrawn within thirty (30) days after opening of bids. If a submitted is withdrawn within the said period, bid guarantee shall become property of the owner, not as penalty, but as liquidated damages, and owner may pursue other action allowed by law.

The successful bidder must furnish a Performance Bond and Payment Bond. Each bond shall be issued in an amount of one hundred percent (100%) of the contract amount from a solvent surety company, authorized to do business in the State of Texas and acceptable to the owner. Bids may be held by Hays County for a period not to exceed thirty (30) days from the date of the bid opening for the purpose of reviewing the bids and investigation the bidder's qualifications prior to the contract award.

Questions by potential bidders may be directed to Cindy Maiorka CPPB, Purchasing Manager at 512-393-2273 or email cindym@co.hays.tx.us .

GENERAL CONDITIONS

Bids are solicited for furnishing the services set forth in this Invitation for Bid (IFB). Completed bids must be received in the Hays County Purchasing Office before 2:00 p.m. on August 19, 2010. All bids must be in a sealed envelope clearly marked in the lower left hand corner with the bid number, bid title and opening date. By submitting a bid, vendor hereby agrees to all of the terms and provisions of the bid specifications.

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

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

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

The County reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the County.

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

Hays County terms are net 30 days from invoice date.

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

- Total price**
- Special needs and requirements of Hays County**
- Vendor's past performance record with Hays County**
- Hays County's evaluation of vendor's ability**

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

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

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

Any interpretations, corrections or changes to this invitation for bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in Hays County Purchasing Manager. Addenda will be mailed to all who are known to have received a copy of this IFB. Bidders shall acknowledge receipt of addenda.

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

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

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

If bidder does not wish to submit a bid at this time, but desires to remain on the bidder's list, please submit a "NO BID" by the same time and at the same location as specified in this IFB. Hays County is always very conscious and extremely appreciative of the time and effort you must expend to submit a bid. We would appreciate you indicating on any "NO BID" response the reason for submitting a NO BID.

This contract shall remain in effect until contract expires or is in default. Either party may terminate this contract with a forty five (45) day written notice to the party prior to cancellation. The termination notice must state the reason(s) for such cancellation. The County reserves the right to terminate the contract immediately in the event the successful bidder fails to perform in accordance with the accepted IFB.

Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct deficiencies.

This contract will immediately be canceled if it is found by the Commissioners Court that its continued performance endangers the citizens, personnel, property of Hays County or the environment.

The vendor shall make familiar with and at all times shall observe and comply with all federal, state and local laws, ordinances and regulations which in any manner affect the conduct of the work and shall indemnify and save harmless the County of Hays and its representatives against any claims arising.

REFERENCES:

Bidder will supply the name and an address of representatives where it has performed this service in the past or is now under contract for such services of the same and who may be contacted for references and performance history. The list of references will include company name, address, phone number and representative's number.

CONTRACTOR QUALIFICATION STATEMENT

General Contractor must demonstrate a minimum of ten (10) years experience and five (5) comparable successful historic restoration or stabilization projects within the last ten (10) years. Comparable projects should have involved historic limestone masonry construction.

Masonry Contractor shall have a minimum of five (5) years documented experience in work of the type specified. Pre-approved contractors:

Ash Masonry Masterworks 210-488-8849

Curtis Hunt Restoration 210-635-8872

General Contractors are to provide a seven (7) page (maximum) contractor's qualification statement, with up to two (2) illustrative photos of each project reference cited.

Masonry Contractors are to provide a five (5) page (maximum) contractor's qualification statement, with up to two (2) illustrative photos of each project reference cited.

BASIS OF AWARD:

The County reserves the right to award a contract for named project to a bidder on the basis of total low bid and/or the best value to the County.

Bidders must bid on all items in order to be considered responsive.

INSURANCE AND LIABILITY

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

- Name the County as additional insured/or an insured, as its interest may appear
- Provide the County with a thirty (30) day advance written notice of cancellation or material change to said insurance

- Provide the Purchasing Office a Certificate of Insurance evidencing required coverage within ten (10) days after receipt of contract award, and at least annually thereafter in the event this contract is renewed

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

BID SECURITY:

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

PERFORMANCE AND PAYMENT BONDS:

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

MANDATORY PRE-BID CONFERENCE:

There will be a mandatory pre-bid conference held August 12, 2010 at 2:00 p.m. at the Hays County Courthouse. After the pre-bid there will be a visit to the work site for anyone that wishes to attend. If you have any questions contact the Purchasing Office at 512-393-2271.

SCOPE OF WORK:

The project consists of the stabilization of a 1,820 square foot historic building.

EXCLUDED PARTIES/FEDERAL DEBARRED VENDORS:

- A. No purchase utilizing Federal Funds may be made from vendors that are currently on the Federal Excluded Parties List.

- B. The following requirement shall be included in the Invitation to Bid or Request for Proposal documents if the expected purchase with Federal Funds is anticipated to exceed \$100,000;

Certificate of Eligibility: The provision applies if the anticipated contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this contract for default.

Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their race, color, creed, sex, or national origin.

BID FORM

Date: _____, 2010

BID of _____ an individual proprietorship, a corporation organized and existing under the laws of the State of Texas, or a partnership consisting of _____, for the STABILIZATION PROJECT FOR THE HISTORICAL HAYS COUNTY JAIL.

THIS BID IS SUBMITTED TO:

Hays County

Attn: Cindy Maiorka CPPB

111 E. San Antonio Street, Suite 101

San Marcos, Texas 78666

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all WORK as specified or indicated in the Contract Documents for the Bid price and within the Bid Times indicated in this IFB and in accordance with the other terms and conditions of the Contract Documents. BIDDER accepts the terms of the form of Agreement and the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders including without limitation those dealing with the disposition of Bid Security. This BID will remain subject to acceptance for thirty (30) days after the day of BID opening. If Bidder is the successful bidder, BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) calendar days after the date of Owner's Notice of Award.
3. In submitting this BID, BIDDER represents and warrants that:
 - a) BIDDER has examined and carefully studied the Bidding Documents and Addenda. BIDDER hereby acknowledges receipt of the following Addenda: (list addenda by addendum number and date).

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

- b) BIDDER has visited the site, has conducted all testing at the site BIDDER deems necessary, has become familiar with, has taken into consideration in formulating its BID, and accepts the general, local and site conditions that may affect cost, progress, performance, and furnishing of the work;**
- c) Bidder is familiar with, has taken into consideration in formulating its BID and accepts all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the work;**
- d) BIDDER has obtained and carefully studied and is responsible for obtaining and studying any and all examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishings of the work, or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto as may be necessary. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this BID for performance and furnishing of the work in accordance with the times, price and other terms and conditions of the Contract Documents.**
- e) BIDDER is aware of the general nature of work to be performed by OWNER and others at the site that relates to work for which this BID is submitted as indicated in the Contract Documents.**
- f) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.**
- g) BIDDER has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to BIDDER; BIDDER has no questions regarding the work; BIDDER has all information necessary to make a fully informed BID; and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the work for which this BID is submitted.**
- h) This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham BID; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.**

4. Bidder is duly qualified to carry on business in the State of Texas; possesses or has the ability to possess all licenses, permits, and certificates of authority necessary to commence and to complete the work in accordance with the Bidding Documents; is fully qualified and has experience in performing work of the type as work covered by the Bidding Documents; and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and other means of construction to complete all work upon which BIDDER bids and complete said work within the time stated for the following base bid price.

TOTAL BASE BID AMOUNT:

\$_____ DOLLARS/cents

ALTERNATES:

Number One – Hipped metal roof at western (low roof) portion of building.

\$_____ DOLLARS/cents

Number Two – Reconstruct brick masonry chimneys.

\$_____ DOLLARS/cents

When changes in the work are ordered other than identified in the proposed base bid and add alternative involving an add or deduct to these prices, and when such work has been approved by the OWNER, in writing, the successful bidder agrees that the Contract Sum shall be adjusted according to the following unit prices.

Unit prices cover the cost of all work and materials in place, complete, per drawing, and specifications and including, but not limited to all labor, materials, equipment, freight, taxes, insurance, overhead, profit, maintenance, and guarantee. All items in the unit price list shall meet all requirements of the plans, details, and written specifications.

NOTE: SOME OF THE ITEMS LISTED MAY NOT BE INCLUDED IN THE BASE BID, CONTRACTOR IS REQUESTED TO PROVIDE ALL UNIT PRICES ALLOWING THE OWNER THE OPTION TO ADD OR DELETE ITEMS.

Please include a proposed schedule for the work.

BID TABLE

ITEM NO.	DESCRIPTION	AMOUNT
DIVISION 01	GENERAL REQUIREMENTS	\$
DIVISION 02	SITE CONSTRUCTION	\$
DIVISION 03	CONCRETE	\$
DIVISION 04	MASONRY	\$
DIVISION 05	METALS	\$
DIVISION 06	WOOD & PLASTICS	\$
DIVISION 07	THERMAL & MOISTURE PROTECTION	\$
DIVISION 08	DOORS & WINDOWS	\$
DIVISION 09	FINISHES	\$
DIVISION 10	SPECIALTIES	\$
DIVISION 11	EQUIPMENT	\$
DIVISION 12	FURNISHINGS	\$
DIVISION 13	SPECIAL CONSTRUCTION	\$
DIVISION 14	CONVEYING SYSTEMS	\$
DIVISION 15	MECHANICAL	\$
DIVISION 16	ELECTRICAL	\$

TOTAL PROJECT

\$

5. **BIDDER** agrees to begin work promptly after written **NOTICE TO PROCEED** is given by **OWNER**.

ATTEST:

(Seal, if bidder is corporation)

By:

(Signature)

(Typed or Printed Name)

Title:

Bidder:

(Name of Company)

Address

Telephone

Fax

Surety Company

Address

Telephone

Fax

IFB 2010-B17

**GENERAL CONTRACTOR FOR STABILIZATION PROJECT FOR THE
HISTORICAL OLD HAYS COUNTY JAIL**

CONTRACT

**STATE OF TEXAS
COUNTY OF HAYS**

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

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

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

WITNESSETH

THAT IN ACCORDANCE with the above attached Bid Package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said Bid Package which is made a part of this contract and incorporated herein for all purposes. THAT IN ACCORDANCE with the attached the County's acceptance of equipment, supplies and services shall be contingent on (1) they conform, (2) they were delivered (if applicable), and (3) services have been satisfactorily performed in the sole determination of the County.

Prior Agreements Superseded

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

Amendment

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

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

VENDOR

HAYS COUNTY

BY: _____ BY _____
AUTHORIZED AGENT COUNTY JUDGE

ATTEST: _____
Linda Fritsche, Hays County Clerk

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

Vendor/Bidder's Affirmation

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

_____ Does not own taxable property in Hays County.

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

Name of Contracting Company

Contact Name

Title

Mailing Address

City

State

Zip Code

Signature of Company Official Authorizing Bid/Offer

Printed Name

Phone

Fax

E-mail address

Conflict of Interest Disclosure

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

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

The new law applies to:

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

The forms for reporting are available at
www.ethics.state.tx.us/whatsnew/conflict_forms.htm

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

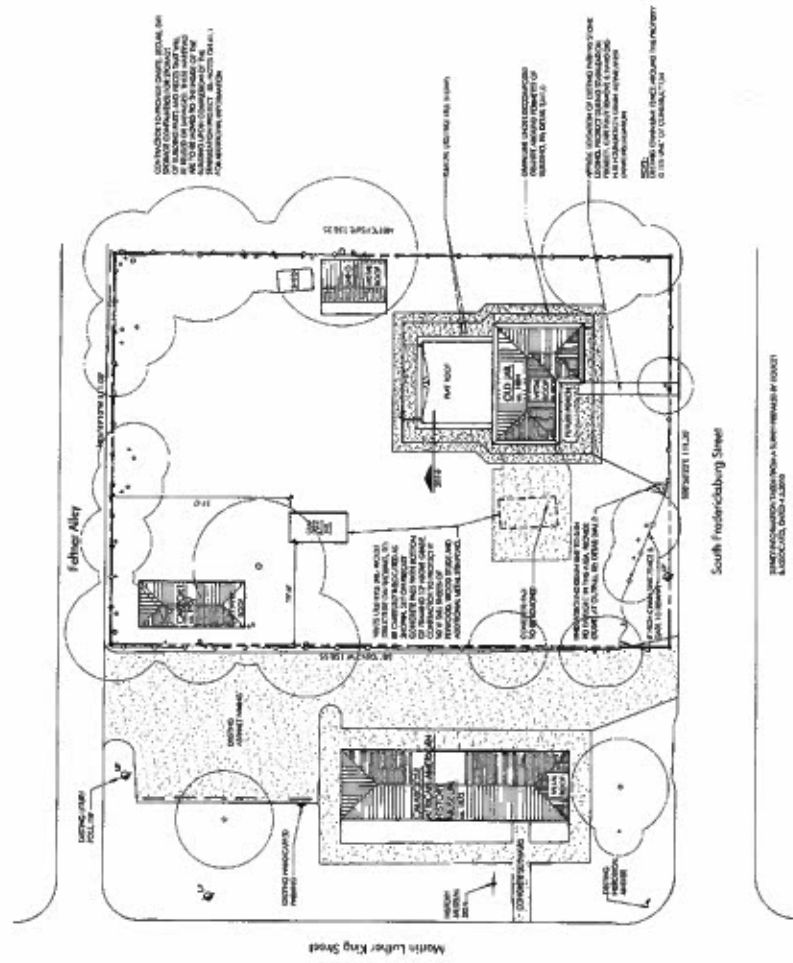
If you are required to file a Conflict of Interest Questionnaire, you should file with the Hays County Clerk by mailing the completed form to:

Hays County Clerk
137 Guadalupe Street
San Marcos, Texas 78666

HAYS COUNTY HISTORICAL COMMISSION

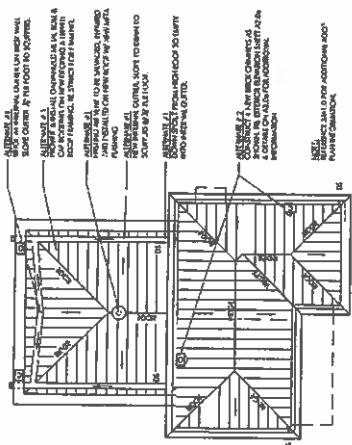
1 SITE PLAN
Scale: 1/8" = 1'-0"

1 SITE PLAN
Scale: 1/8" = 1'-0"



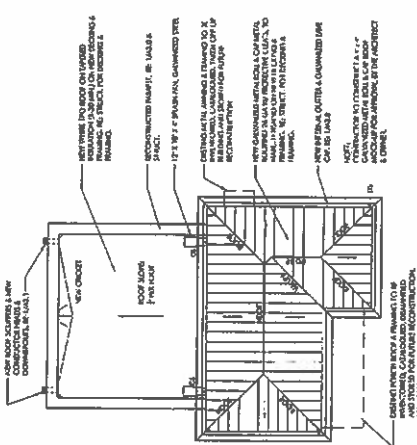
4 ROOF PLAN FOR ALTERNATE BIDS #1 AND #2
SCALE: 1/8" = 1'-0"

4 ROOF PLAN FOR ALTERNATE BIDS #1 AND #2
SCALE: 1/8" = 1'-0"



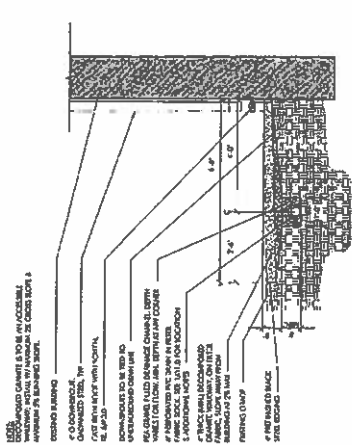
3 ROOF PLAN
SCALE: 1/8" = 1'-0"

3 ROOF PLAN
SCALE: 1/8" = 1'-0"

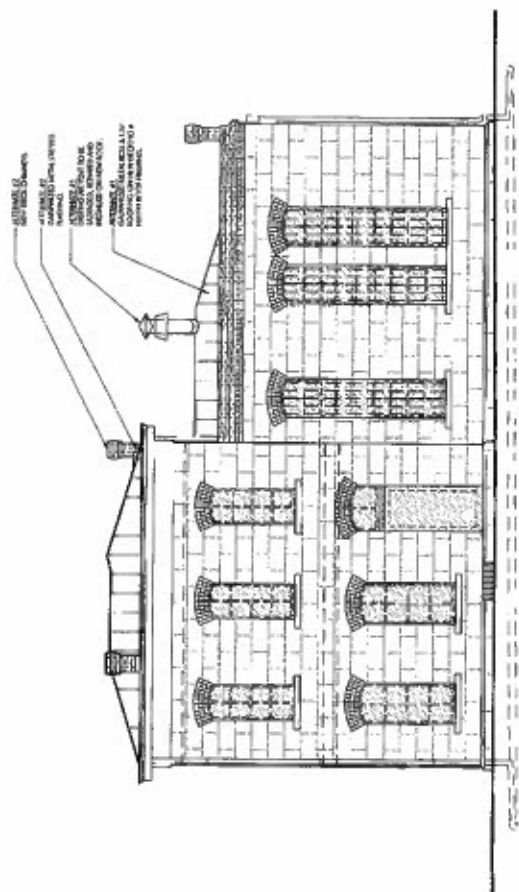


2 DETAIL: PERIMETER WALKWAY & SUBSURFACE DRAIN

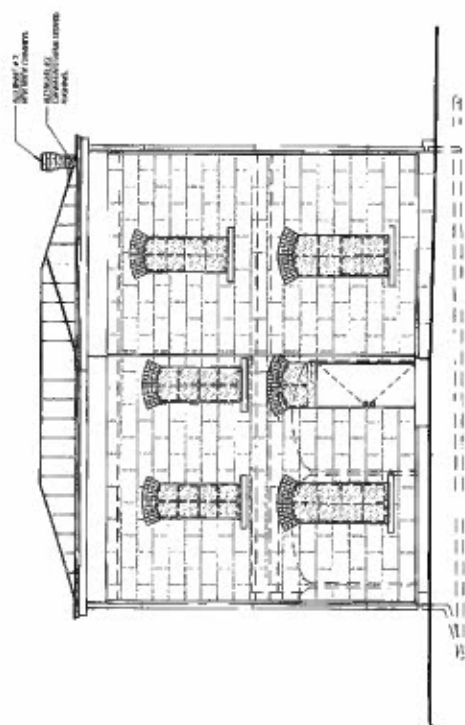
2 DETAIL: PERIMETER WALKWAY & SUBSURFACE DRAIN



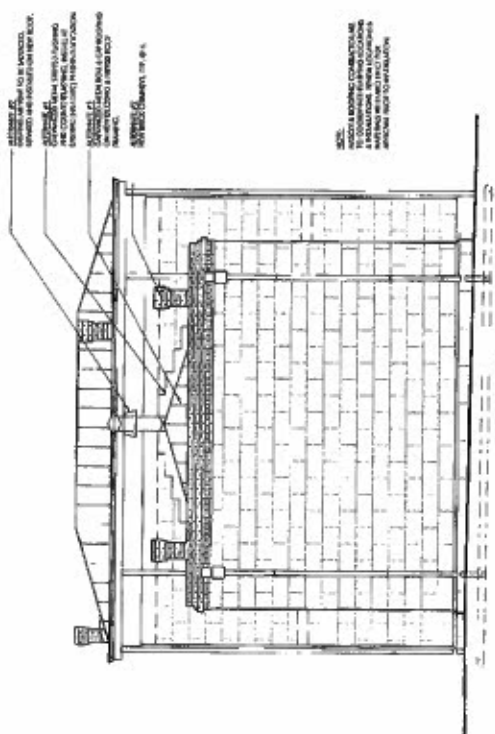




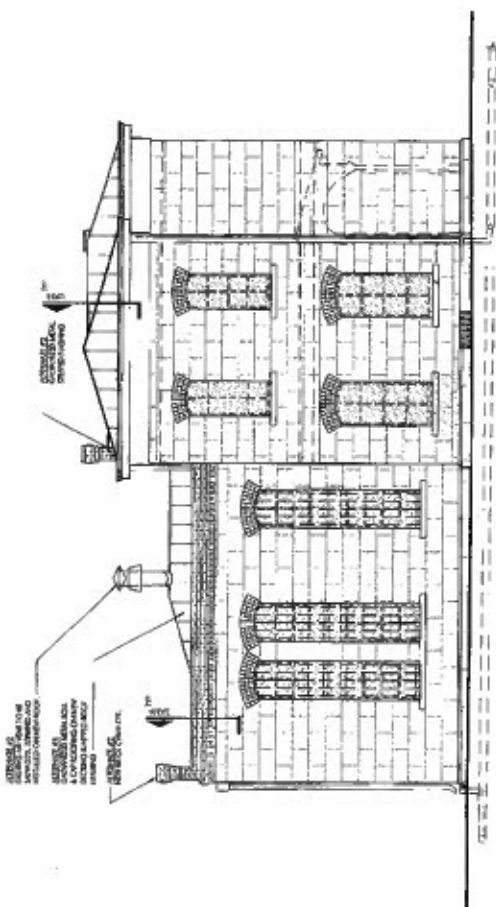
3 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



DATE: _____
 SHEET: 1 OF 2
 EAST ELEVATION
 SCALE: 1/8" = 1'-0"



4 **WEST ELEVATION**
SCALE: 1/4" = 1'-0"



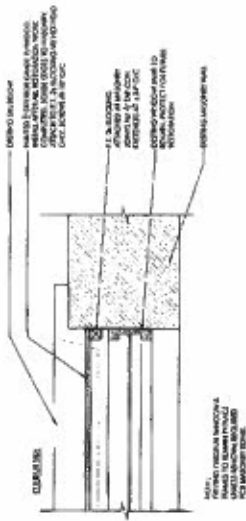
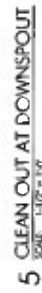
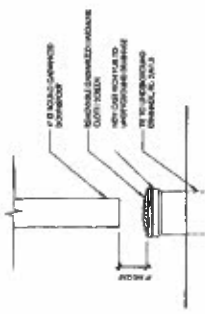
SCALE: 1/4" = 1'-0"

3 DRY-IN DETAIL @ OPENINGS

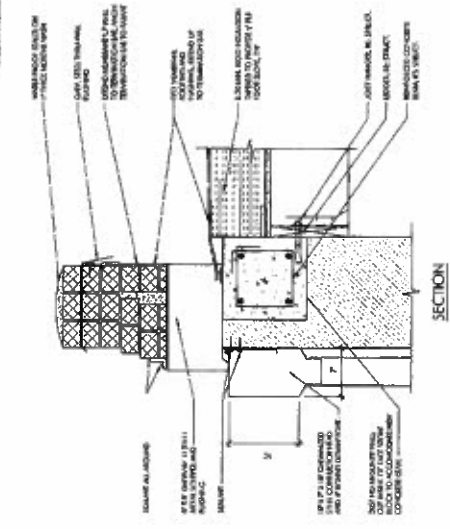
4 DETAIL AT SCUPPER AND DOWNSPOUT

1 EAVE AT HIGH ROOF
SCALE: 1:100' = 1" = 0'

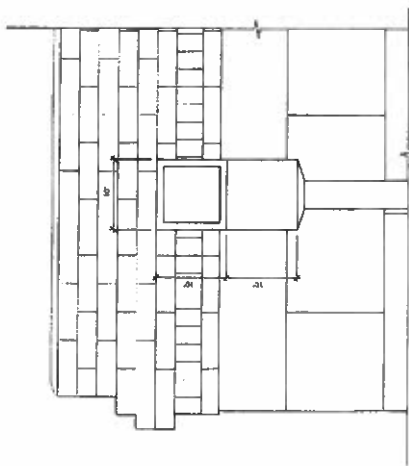
2 PARAPET DETAIL



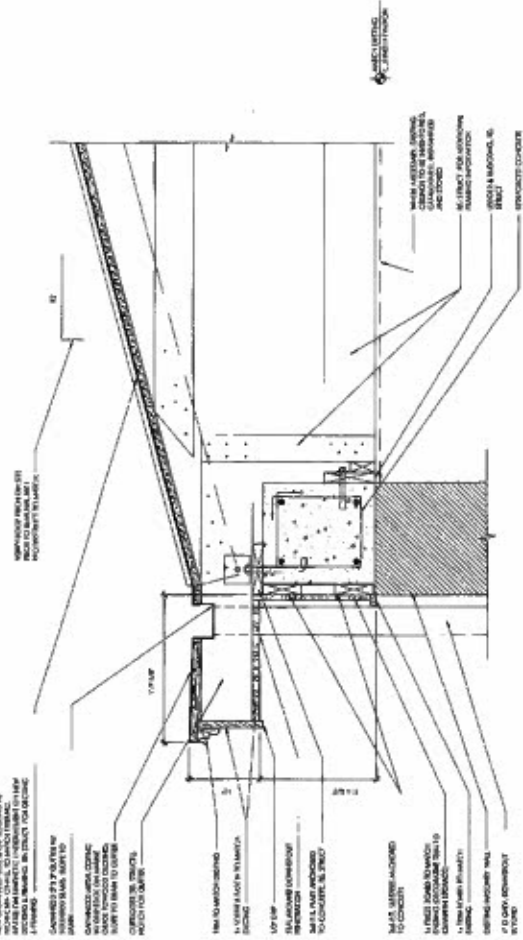
1. **Transfer 1.00 mL** of the **cell suspension** into a **15 mL centrifuge tube**. **Centrifuge** at **1,000 x g** for **5 minutes**.
2. **Decanted the fluid** is **now supernatant** to be **added to the next step**.
3. **Repeat** 1-3 **times** **steps** for **additional** **medium** **in triplicate**.



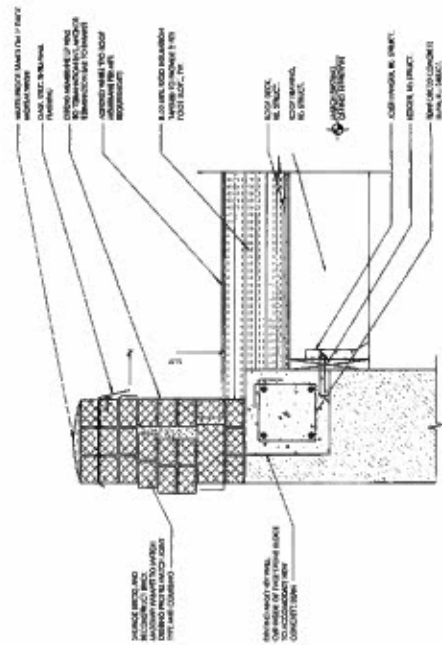
SECCIÓN



ELEVATION AT SCUPPER



Send to you direct via e-mail a link to a page with information about the program. The program is available on the Internet at <http://www.fda.gov/cder/rti>.



THESE RESULTS WERE
OBTAINED BY THE
USE OF THE
NEW METHOD

Information is available at <http://www.fda.gov/cder/rdmt/rdmt.htm>.

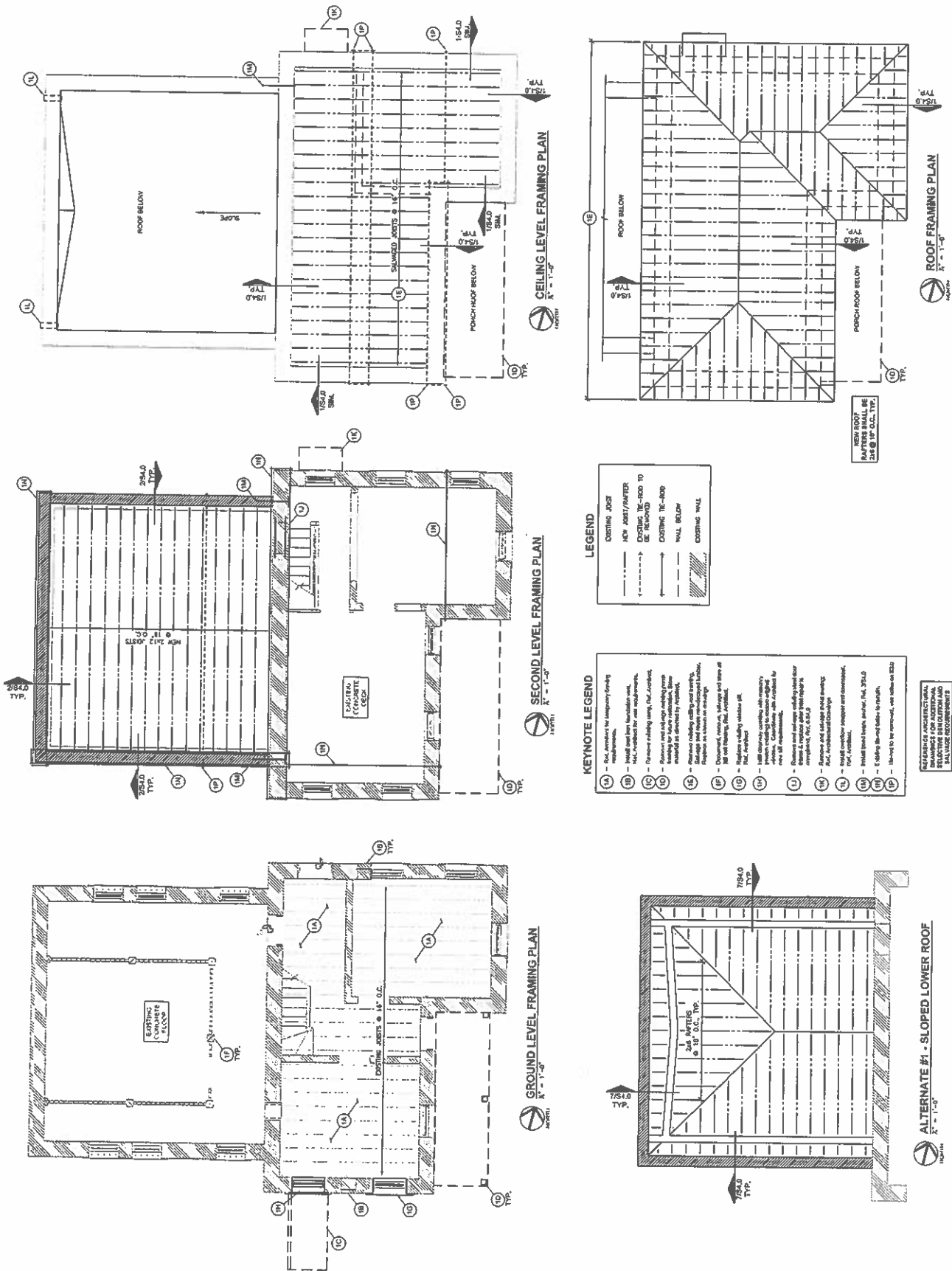
 Elsevier

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— **Non-Confidential** (If you are not a U.S. citizen, please check this box.)

DETAILS

$$\frac{100}{1.12}$$



Architects
Clayton Levy & Co.[illegible]

PARIS ENGINEERING
10320 North Main Street
P.O. Box 1000, Suite 100
Dallas, TX 75243
Tel: 214/343-1000
Fax: 214/343-1001
E-Mail: info@pariseng.com
Web: www.pariseng.com



Old Hays County Jail
Listed on the National Register of Historic Places
170 S. Fredericburg Street, San Marcos, Texas 78666

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STONE AND BRICK MASONRY REPAIR NOTES

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ASTM A240, 9

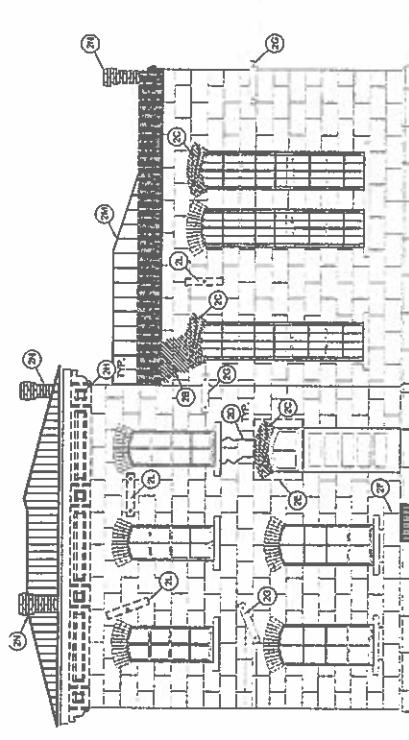
- PROCEDURE**
1. Standard deviation can be used for descriptive statistics, or requirements of the normal distribution can be used for inferential statistics.
 2. The normal distribution is a bell-shaped curve, symmetric, and is often called the normal curve. The mean, median, and mode are all the same, and they coincide with the center of the curve.
 3. The normal distribution is used to model many natural phenomena, such as human height, weight, and IQ scores. It is also used to model the distribution of errors in many experiments.
 4. The normal distribution is used to model the distribution of errors in many experiments, such as the distribution of errors in a survey.
 5. The normal distribution is used to model the distribution of errors in many experiments, such as the distribution of errors in a survey.
- PROCEDURE**
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 5. The normal distribution is used to model the distribution of errors in many experiments, such as the distribution of errors in a survey.

... Users agreed to participate in

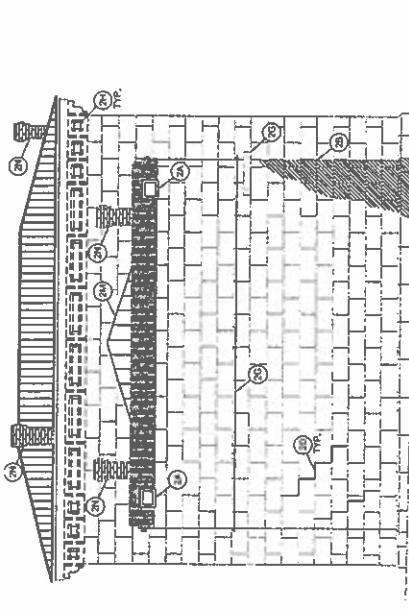
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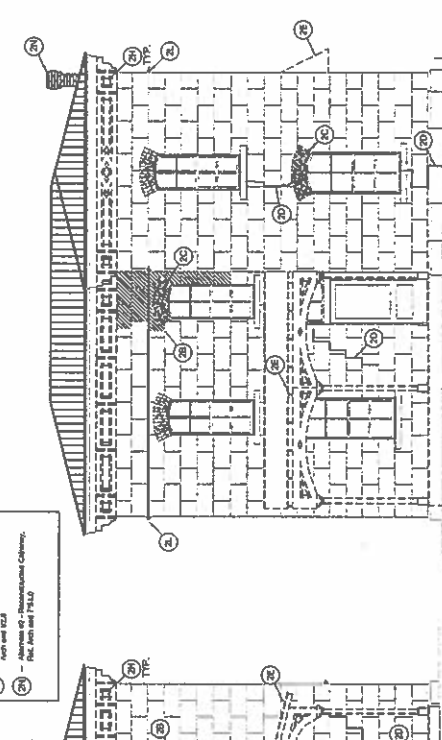
- | | | |
|--|---|--|
| <p>analysis of other architectural and reconstruction</p> <p>Memory and other architectural elements will be subjected separately or facilitated to match existing original elements in form, dimension, and finish.</p> <p>Crack elements in stone using approved conserving paint.</p> | <p>Align elements with existing features, plans and systems. Provide temporary support as necessary.</p> <p>Polish repair joints with regular fine wetting oil paint.</p> <p>Repoint all areas of masonry mortar.</p> | <p>Completion</p> <p>Close stone faces two of coarse masonry, ashlars, and chain masonry immediately after repair is completed. Do not use wet mortar in stone masonry. Protect masonry from rain, rain, or infiltration water will structural completion or</p> |
|--|---|--|



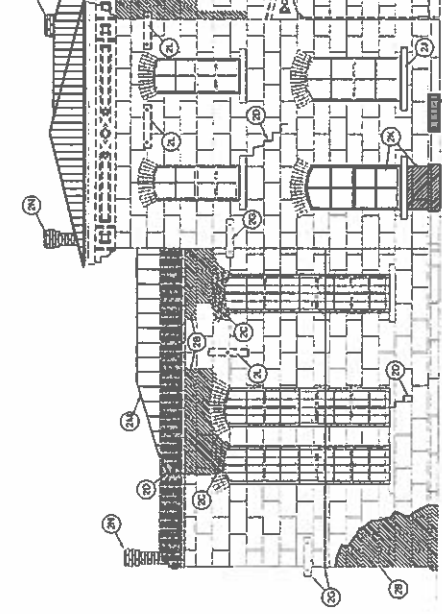
2 EXISTING NORTH ELEVATION



EXISTING WEST ELEVATION



A EXISTING EAST ELEVATION



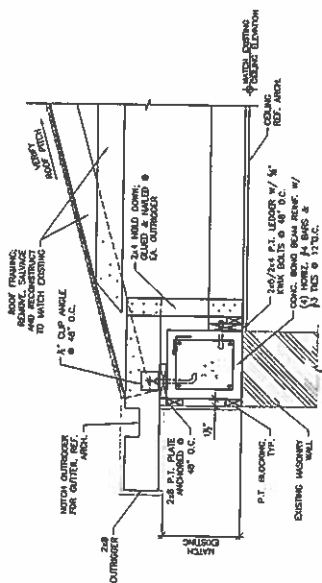
EXISTING SOUTH ELEVATION

EXISTING EVALUATION ON THIS SHEET DO NOT
 SHOW ALL THE PERIL DETERMINED PRODUCT,
 AND THE PERIL DETERMINED PRODUCT IS
 FINAL, APPROVED EVALUATION SHEET

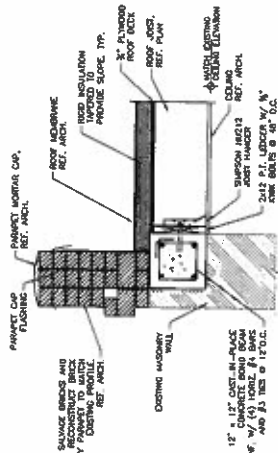
KEYMAP LEGEND

- (A) Remove metal roof and masonry,
then, recycle.
- (B) Reconstruct damaged masonry.
- (C) Reconstruct later masonry area.
- (D) Build up walls and open pits with gravel
and install a filling system. Filling
material is recycled.
- (E) Recycle the
on the design.
- (F) Remove, salvage, and reuse masonry
for repairs.
- (G) Remove, salvage, and reuse masonry
for the construction of new masonry.
- (H) Remove and salvage the site. Recycle
for the masonry.
- (I) Remove a filling system.
- (J) Recycle a filling system.
- (K) Recycle a filling system.
- (L) Recycle a filling system.
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- (Z) Recycle a filling system.

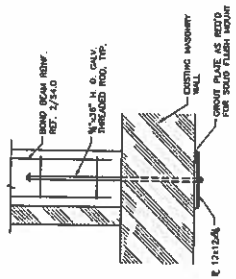
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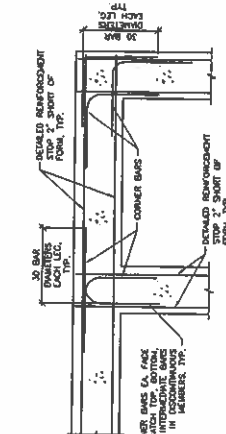
LEAVE DETAIL, TYP.



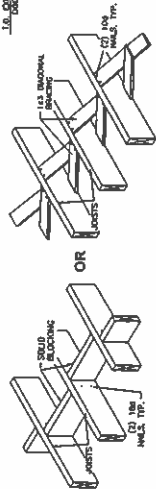
2 BOND BEAM/ PARAPET DETAIL, TYP.



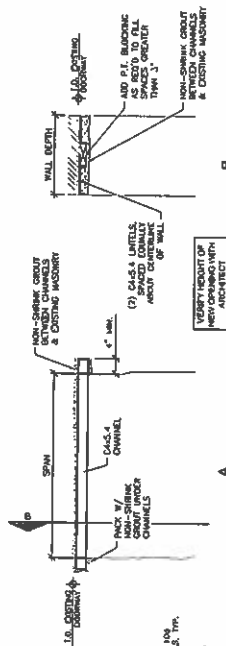
3 BOND BEAM ANCHOR DETAIL, TYP.
1'-5" 1'-0"



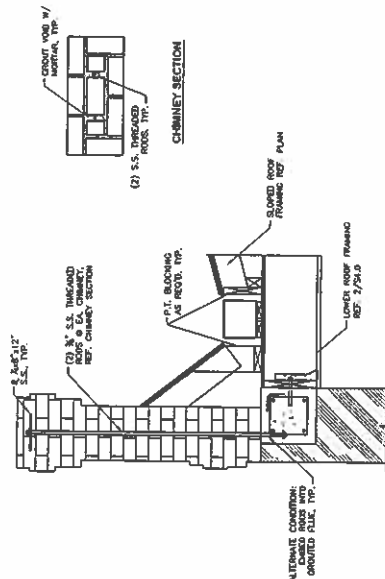
4 TYPICAL CORNER BAR REINFORCEMENT



5 BRIDGING & BLOCKING, TYP.



6 REMEDIAL LINTEL DETAIL, TYP. $1'-0" \times 1'-0"$



7 ALTERNATE #1 AND #2 DETAIL, TYP.
1" - 1'-0"

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Approve the Amended October 2009, Amended November 2009 January 2010, February 2010 and March 2010 Treasurer's Reports and Investment Reports

TYPE OF ITEM: CONSENT-ACTION-PROCLAMATION-EXECUTIVE SESSION-WORKSHOP

PREFERRED MEETING DATE REQUESTED: 3/16/10

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Michele Tuttle, Hays County Treasurer

SPONSORED BY: Liz Sumter, County Judge

SUMMARY:

Approve the October 2009 and November 2009 Amended Treasurer's Reports and Investment Reports and approve the January 2010, February 2010 and March 2010 Treasurer's Reports and Investment Reports

HAYS COUNTY TREASURER'S REPORT

Amended

FOR THE MONTH OF OCTOBER 2009

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 35,093.01	\$ 64.24	\$ 2,190,554.51	\$ 2,620,000.00	\$ 4,593,915.65	\$ -	\$ 251,796.11	\$ 23,396,532.44	\$ 23,648,328.55
Road and Bridge General	\$ 20,505.90	\$ 6.17	\$ 126,777.61	\$ 1,039,367.09	\$ 994,956.45	\$ -	\$ 191,700.32	\$ 2,792,698.37	\$ 2,984,398.69
Medical and Dental Fund	\$ 81,771.16	\$ 0.80	\$ 473,087.29	\$ -	\$ 554,857.45	\$ -	\$ 1.80	\$ 53,347.47	\$ 53,349.27
Sheriff's Drug Forfeiture	\$ 1.00	\$ -	\$ 8,350.39	\$ 450.00	\$ 450.00	\$ -	\$ 8,351.39	\$ 56,977.63	\$ 65,329.02
District Attorney Drug Forfeiture	\$ 2,890.53	\$ -	\$ 230.65	\$ -	\$ 2,175.00	\$ -	\$ 946.18	\$ 2,465.39	\$ 3,411.57
Hot Check Fee Fund	\$ 4,846.53	\$ -	\$ 1,253.08	\$ -	\$ 305.40	\$ -	\$ 5,794.21	\$ -	\$ 5,794.21
Health Services Grants	\$ 2,221.43	\$ 11.08	\$ 114,904.12	\$ -	\$ 3,142.33	\$ -	\$ 113,994.30	\$ 39.37	\$ 114,033.67
Family Health Services	\$ 5,320.51	\$ 1.55	\$ 66,450.31	\$ -	\$ 64,432.98	\$ -	\$ 7,339.39	\$ 20.12	\$ 7,359.51
Juvenile Detention Center	\$ 48,292.86	\$ 17.23	\$ 420,784.98	\$ -	\$ 412,675.49	\$ -	\$ 56,419.58	\$ 185.83	\$ 56,605.41
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 600,347.09	\$ 600,348.09
Historical Commission Trust Fund	\$ 206.00	\$ -	\$ 1,676.50	\$ -	\$ 415.00	\$ -	\$ 1,467.50	\$ 19,223.93	\$ 20,691.43

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Certificates of Obligation 2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,199.46	\$ 2,199.46
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 77,361.00	\$ 77,361.00	\$ -	\$ 1.00	\$ 2,348,173.95	\$ 2,348,174.95
Parks Bond 2007	\$ 1.00	\$ -	\$ -	\$ 403,790.78	\$ 403,790.78	\$ -	\$ 1.00	\$ 3,803,526.02	\$ 3,803,527.02
Parks Bond 2008	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 7,501,683.85	\$ 7,501,684.85
Certificates of Obligation 2009	\$ -	\$ -	\$ -	\$ 154,000.70	\$ 154,000.70	\$ -	\$ -	\$ 7,711,866.24	\$ 7,711,866.24
Road Construction Bond 2009	\$ 2.38	\$ -	\$ -	\$ 213,274.94	\$ 213,274.94	\$ -	\$ 2.38	\$ 8,636,685.58	\$ 8,636,687.96
Pass Thru Revenue Bond 2009	\$ 37.46	\$ -	\$ -	\$ 1,118,509.14	\$ 1,118,509.14	\$ -	\$ 37.46	\$ 37,966,820.68	\$ 37,966,858.14
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ -	\$ 15,000.00	\$ 15,000.00	\$ -	\$ 1.00	\$ 305,876.14	\$ 305,877.14
Cedar Oaks Mesa	\$ 1.00	\$ -	\$ 12,500.00	\$ -	\$ 2,425.00	\$ -	\$ 10,076.00	\$ -	\$ 10,076.00

INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 29,219.28	\$ 12.01	\$ 58,050.55	\$ -	\$ 300.00	\$ -	\$ 86,981.84	\$ 3,559,174.68	\$ 3,646,156.52
GRAND TOTALS:	\$ 230,414.06	\$ 113.08	\$ 3,474,619.99	\$ 5,641,753.65	\$ 8,611,987.31	\$ -	\$ 734,913.47	\$ 98,757,844.24	\$ 99,492,757.71
Transfers Outstanding:									

Hays County Treasurer's Investment Report

For October 2009

PAGE 1

AMERICAN NATIONAL BANK CHECKING

Description	9/30/09 Balance	Interest	Deposits	Debits	10/31/09 Balance
All Funds (see Page 1)	\$ 230,414.06	113.08	9,116,373.64	8,611,987.31	734,913.47
TEXPOOL	0.2095%	1.000370			
Description	9/30/09 Balance	Interest	Deposits	Debits	10/31/09 Balance
General	\$ 3,992,630.95	661.02	582,910.56	2,621,000.00	1,955,202.53
Road and Bridge General	\$ 1,993,683.44	290.67	89,715.47	1,039,367.09	1,044,322.49
Medical and Dental Fund	\$ 51,952.75	9.25	-	-	51,962.00
Sheriff's Drug Forfeiture	\$ 57,417.43	10.20	-	450.00	56,977.63
D.A. Drug Forfeiture	\$ 2,402.66	0.41	-	-	2,403.07
Health Services Grants	\$ 2.91	-	-	-	2.91
Juvenile Center	\$ 185.83	-	-	-	185.83
Tobacco Settlement Fund	\$ 600,240.28	106.81	-	-	600,347.09
Historical Commission Trust	\$ 12,023.33	2.14	-	-	12,025.47
Certificates of Obligation '05	\$ 2,199.12	0.34	-	-	2,199.46
Road Construction 2006	\$ 2,425,107.87	427.08	-	77,361.00	2,348,173.95
Parks Bond 2007	\$ 4,206,609.46	707.34	-	403,790.78	3,803,526.02
Parks Bond 2008	\$ 3,500,029.45	622.83	-	-	3,500,652.28
Certificates of Obligation '09	\$ 3,864,160.99	674.38	-	154,000.70	3,710,834.67
Road Construction 2009	\$ 3,847,963.34	669.72	-	213,274.94	3,635,358.12
Pass Thru Revenue 2009	\$ 20,077,540.30	3,482.52	-	1,118,509.14	18,962,513.68
LCRA Service Fee Fund	\$ 320,819.82	56.32	-	15,000.00	305,876.14
Hays County I & S	\$ 1,242,631.17	225.13	137,944.47	-	1,380,800.77
All Funds	46,197,601.10	7,946.16	810,570.50	5,642,753.65	41,373,364.11

ICT Funds Management

Description	9/30/09 Balance	Interest	Deposits	Debits	10/31/09 Balance
General	\$ 11,248,376.27	1,117.60	-	-	11,249,493.87
Parks Bond 2008	\$ 1,000,026.66	99.36	-	-	1,000,126.02
Certificates of Obligation '09	\$ 1,000,026.66	99.36	-	-	1,000,126.02
Road Construction 2009	\$ 1,000,026.66	99.36	-	-	1,000,126.02
Pass Thru Revenue 2009	\$ 8,000,213.25	794.87	-	-	8,001,008.12
All Funds	22,248,669.50	2,210.55	-	-	22,250,880.05

Description	9/30/09 Balance	Interest	Deposits	Debits	10/31/09 Balance
General	\$ 3,736,301.59	954.73	-	-	3,737,256.32
Parks Bond 2008	\$ 2,000,098.60	511.06	-	-	2,000,609.66
Certificates of Obligation '09	\$ 2,000,098.60	511.06	-	-	2,000,609.66
Road Construction 2009	\$ 2,000,098.60	511.06	-	-	2,000,609.66
Pass Thru Revenue 2009	\$ 6,000,295.80	1,533.17	-	-	6,001,828.97
All Funds	15,736,893.19	4,021.08	-	-	15,740,914.27
LOGIC	0.3158%	1.00031			
Description	9/30/09 Balance	Interest	Deposits	Debits	10/31/09 Balance
General	\$ 5,498,214.35	1,474.68	-	-	5,499,689.03
Road and Bridge General	\$ 1,747,907.07	468.81	-	-	1,748,375.88
Medical and Dental Fund	\$ 1,385.10	0.37	-	-	1,385.47
D.A. Drug Forfeiture	\$ 62.30	0.02	-	-	62.32
Health Services Grants	\$ 36.45	0.01	-	-	36.46
Family Health Services	\$ 20.11	0.01	-	-	20.12
Historical Commission Trust	\$ 7,196.53	1.93	-	-	7,198.46
Parks Bond 2008	\$ 1,000,027.67	268.22	-	-	1,000,295.89
Certificates of Obligation '09	\$ 1,000,027.67	268.22	-	-	1,000,295.89
Road Construction 2009	\$ 2,000,055.34	536.44	-	-	2,000,591.78
Pass Thru Revenue 2009	\$ 5,000,128.82	1,341.09	-	-	5,001,469.91
Hays County I & S	\$ 1,927,907.37	517.09	-	-	1,928,424.46
All Funds	18,182,968.78	4,876.89	-	-	18,187,845.67

TREASURY BILLS AND NOTES

Description	Price	Yield/ Maturity	Par Value	Balances 9/30/09 Book Value	Market Value	Purchases	Maturities	Par Value	Balances 10/31/09 Book Value	Market Value
912795S44	99.952	.193 10/22/09 Hays County I & S	250,000.00	249,879.93	249,995.42		250,000.00	100,000.00	99,959.11	99,999.40
912795P96	99.952	.193 10/29/09 General	250,000.00	249,879.93	249,995.42		250,000.00	100,000.00	99,959.11	99,999.40
912795Q53	99.9591	.162 11/27/09 General	500,000.00	499,759.86	499,977.85		500,000.00	200,000.00	199,924.17	199,991.75
912795Q61	99.9621	.152% 12/03/09 General	100,000.00	99,959.11	99,922.27			250,000.00	249,949.45	249,984.06
912795R94	99.9798	.121/2010 Hays County I & S	200,000.00	199,924.17	199,982.22	250,000.00		250,000.00	249,949.45	249,984.06
912795S77	99.952	.076 1/28/10 General	200,000.00	199,924.17	199,982.22	500,000.00		500,000.00	499,905.21	499,944.38
TOTAL			1,050,000.00	1,049,523.07	1,049,877.76	750,000.00	750,000.00	1,050,000.00	1,049,737.94	1,049,919.59

LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 9/30/09		Market Value	Transactions		Par Value	Balances 10/31/09	
			Par Value	Book Value		Purchases	Maturities		Book Value	Market Value
Security State Bank	General	2.72% 11/7/09	4,022.27	4,022.27	4,022.27			4,022.27	4,022.27	4,022.27
Security State Bank	General	3.06% 6/14/10	13,686.22	13,686.22	13,686.22			13,686.22	13,686.22	13,686.22
Security State Bank	General	3.14% 6/14/12	21,030.03	21,030.03	21,030.03			21,030.03	21,030.03	21,030.03
Security State Bank	General	2.94% 7/10/10	16,721.09	16,721.09	16,721.09			16,721.09	16,721.09	16,721.09
Security State Bank	General	2.99% 7/10/12	12,628.08	12,628.08	12,628.08			12,628.08	12,628.08	12,628.08
Security State Bank	General	2.56% 1/4/13	9,168.58	9,168.58	9,168.58			9,168.58	9,168.58	9,168.58
Security State Bank	General	2.99% 1/4/13	13,813.14	13,813.14	13,813.14			13,813.14	13,813.14	13,813.14
Security State Bank	General	2.99% 1/4/13	11,230.35	11,230.35	11,230.35			11,230.35	11,230.35	11,230.35
Security State Bank	General	2.99% 1/4/13	14,065.75	14,065.75	14,065.75			14,065.75	14,065.75	14,065.75
Franklin Bank	General	2.64% 8/8/12	30,684.01	30,684.01	30,684.01			30,684.01	30,684.01	30,684.01
Franklin Bank	General	1.91% 10/19/11	8,003.17	8,003.17	8,003.17	49.51		8,052.68	8,052.68	8,052.68
TOTAL			155,052.69	155,052.69	155,052.69	49.51	-	155,102.20	155,102.20	155,102.20
TOTAL Fund Balances				103,801,122.39			99,492,757.71			

BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING .045%

HAYS COUNTY TREASURER'S REPORT

Amended

FOR THE MONTH OF NOVEMBER 2009

CHECKING

OPERATING FUNDS:	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 251,796.11	\$ 79.67	\$ 2,639,859.29	\$ 1,960,000.00	\$ 4,541,063.75	\$ -	\$ 310,671.32	\$ 21,991,703.45	\$ 22,302,374.77
Road and Bridge General	\$ 191,700.32	\$ 9.45	\$ 84,057.40	\$ 564,000.00	\$ 801,303.44	\$ -	\$ 38,463.73	\$ 2,472,519.74	\$ 2,510,983.47
Medical and Dental Fund	\$ 1.80	\$ 3.71	\$ 694,957.20	\$ -	\$ 694,913.86	\$ -	\$ 48.85	\$ 53,356.77	\$ 53,405.62
Sheriff's Drug Forfeiture	\$ 8,351.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,351.39	\$ 56,987.50	\$ 65,338.89
District Attorney Drug Forfeiture	\$ 946.18	\$ -	\$ -	\$ -	\$ 60.00	\$ -	\$ 886.18	\$ 2,465.78	\$ 3,351.96
Hot Check Fee Fund	\$ 5,794.21	\$ -	\$ 1,255.95	\$ -	\$ 499.04	\$ -	\$ 6,551.12	\$ -	\$ 6,551.12
Health Services Grants	\$ 113,994.30	\$ 17.21	\$ 28,196.59	\$ -	\$ 76,236.28	\$ -	\$ 65,970.82	\$ 39.38	\$ 66,010.20
Family Health Services	\$ 7,339.39	\$ 2.45	\$ 247,765.48	\$ -	\$ 240,977.44	\$ -	\$ 14,129.88	\$ 20.12	\$ 14,150.00
Juvenile Detention Center	\$ 56,419.58	\$ 7.62	\$ 1,003,622.94	\$ -	\$ 608,273.35	\$ -	\$ 451,776.79	\$ 185.83	\$ 451,962.62
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 600,451.33	\$ 600,452.33
Historical Commission Trust Fund	\$ 1,467.50	\$ -	\$ 1,215.00	\$ -	\$ 204.00	\$ -	\$ 2,478.50	\$ 19,227.59	\$ 21,706.09

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Certificates of Obligation 2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,199.82	\$ 2,199.82
Road Construction Bond 2006	\$ 1.00	\$ -	\$ -	\$ 97,670.88	\$ 97,670.88	\$ -	\$ 1.00	\$ 2,250,895.62	\$ 2,250,896.62
Parks Bond 2007	\$ 1.00	\$ -	\$ -	\$ 72,611.75	\$ 72,611.75	\$ -	\$ 1.00	\$ 3,731,568.85	\$ 3,731,569.85
Parks Bond 2008	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 7,502,886.58	\$ 7,502,887.58
Certificates of Obligation 2009	\$ -	\$ -	\$ 10.00	\$ -	\$ -	\$ -	\$ 10.00	\$ 7,713,283.66	\$ 7,713,283.66
Road Construction Bond 2009	\$ 2.38	\$ 20.35	\$ 703,608.50	\$ 462,957.14	\$ 462,957.14	\$ -	\$ 703,631.23	\$ 8,175,278.48	\$ 8,878,909.71
Pass Thru Revenue Bond 2008	\$ 37.46	\$ 5.13	\$ 71,699.97	\$ 817,943.59	\$ 817,943.59	\$ -	\$ 71,742.56	\$ 37,155,244.32	\$ 37,226,986.88
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 1.00	\$ -	\$ -	\$ 31,266.64	\$ 31,266.64	\$ -	\$ 1.00	\$ 274,658.52	\$ 274,659.52
Cedar Oaks Mesa	\$ 10,076.00	\$ -	\$ 115,577.50	\$ 56,429.00	\$ 66,504.00	\$ -	\$ 115,578.50	\$ -	\$ 115,578.50

INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 86,981.84	\$ 16.84	\$ 29,000.00	\$ -	\$ 500.00	\$ -	\$ 115,498.68	\$ 3,947,172.41	\$ 4,062,671.09
GRAND TOTALS:	\$ 734,913.47	\$ 162.43	\$ 5,620,824.82	\$ 4,062,879.00	\$ 8,512,985.16	\$ -	\$ 1,905,794.56	\$ 95,950,145.75	\$ 97,855,940.31

Transfers Outstanding:

General Fund to Juvenile Center \$426,000.00
General Fund to Cedar Oaks Mesa \$56,429.00

Hays County Treasurer's Investment Report

For November 2009

AMERICAN NATIONAL BANK CHECKING

Description	10/31/09 Balance	Interest	Deposits	Debits	11/30/09 Balance
All Funds (see Page 1)	\$ 734,913.47	162.43	9,683,703.82	8,512,985.16	1,905,794.56
TEXPOOL	0.2090%	1,000160			
Description	10/31/09 Balance	Interest	Deposits	Debits	11/30/09 Balance
General	\$ 1,955,202.53	253.79	1,591,606.86	3,000,000.00	547,063.18
Road and Bridge General	\$ 1,044,322.49	156.78	243,283.25	564,000.00	723,762.52
Medical and Dental Fund	\$ 51,962.00	9.00	-	-	51,971.00
Sheriff's Drug Forfeiture	\$ 56,977.63	9.87	-	-	56,987.50
D.A. Drug Forfeiture	\$ 2,403.07	0.38	-	-	2,403.45
Health Services Grants	\$ 2.91	-	-	-	2.91
Juvenile Center	\$ 185.83	-	-	-	185.83
Tobacco Settlement Fund	\$ 600,347.09	104.24	-	-	600,451.33
Historical Commission Trust	\$ 12,025.47	2.09	-	-	12,027.56
Certificates of Obligation '05	\$ 2,199.46	0.36	-	-	2,199.82
Road Construction 2006	\$ 2,348,173.95	392.55	-	97,670.88	2,250,895.62
Parks Bond 2007	\$ 3,803,526.02	654.58	-	72,611.75	3,731,568.85
Parks Bond 2008	\$ 3,500,652.28	607.73	-	178.15	3,501,081.86
Certificates of Obligation '09	\$ 3,710,834.67	644.27	-	-	3,711,478.94
Road Construction 2009	\$ 3,635,358.12	558.71	-	482,957.14	3,172,959.69
Pass Thru Revenue 2009	\$ 18,962,513.68	3,164.25	-	817,943.59	18,147,734.34
LCRA Service Fee Fund	\$ 305,876.14	49.02	-	31,266.64	274,658.52
Hays County I & S	\$ 1,380,800.77	279.14	387,297.98	-	1,768,377.89
All Funds	41,373,364.11	6,886.76	2,222,188.09	5,046,628.15	38,555,810.81

ICT Funds Management

	0.1000%				
Description	10/31/09 Balance	Interest	Deposits	Debits	11/30/09 Balance
General	\$ 11,249,493.87	1,006.25	-	-	11,250,500.12
Parks Bond 2008	\$ 1,000,126.02	89.47	-	-	1,000,215.49
Certificates of Obligation '09	\$ 1,000,126.02	89.47	-	-	1,000,215.49
Road Construction 2009	\$ 1,000,126.02	89.47	-	-	1,000,215.49
Pass Thru Revenue 2009	\$ 8,001,008.12	715.70	-	-	8,001,723.82
All Funds	22,250,880.05	1,990.36	-	-	22,252,870.41

NAV 1.00

0.2800%

CLASS - MBIA

Description	10/31/09 Balance	Interest	Deposits	Debits	11/30/09 Balance
General	\$ 3,737,256.32	869.50	-	-	3,738,125.82
Parks Bond 2008	\$ 2,000,609.66	465.51	-	-	2,001,075.17
Certificates of Obligation '09	\$ 2,000,609.66	465.51	-	-	2,001,075.17
Road Construction 2009	\$ 2,000,609.66	465.51	-	-	2,001,075.17
Pass Thru Revenue 2009	\$ 6,001,828.97	1,396.41	-	-	6,003,225.38
All Funds	15,740,914.27	3,662.44	-	-	15,744,576.71

Description	10/31/09 Balance	Interest	Deposits	Debits	11/30/09 Balance
General	\$ 5,499,689.03	1,199.54	-	-	5,500,888.57
Road and Bridge General	\$ 1,748,375.88	381.34	-	-	1,748,757.22
Medical and Dental Fund	\$ 1,385.47	0.30	-	-	1,385.77
D.A. Drug Forfeiture	\$ 62.32	0.01	-	-	62.33
Health Services Grants	\$ 36.46	0.01	-	-	36.47
Family Health Services	\$ 20.12	-	-	-	20.12
Historical Commission Trust	\$ 7,198.46	1.57	-	-	7,200.03
Parks Bond 2008	\$ 1,000,295.89	218.17	-	-	1,000,514.06
Certificates of Obligation '09	\$ 1,000,295.89	218.17	-	-	1,000,514.06
Road Construction 2009	\$ 2,000,591.78	436.35	-	-	2,001,028.13
Pass Thru Revenue 2009	\$ 5,001,469.91	1,090.87	-	-	5,002,560.78
Hays County I & S	\$ 1,928,424.46	420.61	-	-	1,928,845.07
All Funds	18,187,845.67	3,966.94	-	-	18,191,812.61

TREASURY BILLS AND NOTES

Description	Price	Yield	Maturity	Par Value	Balances 10/31/09 Book Value	Market Value	Purchases	Transactions Maturities	Par Value	Balances 11/30/09 Book Value	Market Value
912795Q53	99.9591		.162 11/27/09 General	100,000.00	99,959.11	99,999.40		100,000.00	200,000.00	199,924.17	199,998.87
912795Q61	99.9621		.152% 12/03/09 General	100,000.00	99,959.11	99,999.40		100,000.00	200,000.00	199,924.17	199,998.87
912795R94	99.9798		1/21/2010 General	200,000.00	199,924.17	199,991.75			250,000.00	249,949.45	249,998.92
912795S77	99.952		Hays County I & S .076 1/28/10	250,000.00	249,949.45	249,984.06			500,000.00	499,905.21	499,997.54
912795T43	99.99		General .041 2/25/10	500,000.00	499,905.21	499,944.38			500,000.00	499,905.21	499,997.54
			General				100,000.00		100,000.00	99,990.00	99,989.13
TOTAL				1,050,000.00	1,049,737.94	1,049,919.59	100,000.00	100,000.00	1,050,000.00	1,049,768.83	1,049,984.46

LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 10/31/09			Transactions			Balances 11/30/09		
			Par Value	Book Value	Market Value	Purchases	Maturities	Par Value	Book Value	Market Value	
Security State Bank	General	2.72% 11/7/09	4,022.27	4,022.27	4,022.27			4,022.27	4,022.27	4,022.27	
Security State Bank	General	3.06% 6/14/10	13,686.22	13,686.22	13,686.22			13,686.22	13,686.22	13,686.22	
Security State Bank	General	3.14% 6/14/12	21,030.03	21,030.03	21,030.03			21,030.03	21,030.03	21,030.03	
Security State Bank	General	2.94% 7/10/10	16,721.09	16,721.09	16,721.09			16,721.09	16,721.09	16,721.09	
Security State Bank	General	2.99% 7/10/12	12,628.08	12,628.08	12,628.08			12,628.08	12,628.08	12,628.08	
Security State Bank	General	2.56% 1/4/13	9,168.58	9,168.58	9,168.58			9,168.58	9,168.58	9,168.58	
Security State Bank	General	2.99% 1/4/13	13,813.14	13,813.14	13,813.14			13,813.14	13,813.14	13,813.14	
Security State Bank	General	2.99% 1/4/13	11,230.35	11,230.35	11,230.35			11,230.35	11,230.35	11,230.35	
Security State Bank	General	2.99% 1/4/13	14,065.75	14,065.75	14,065.75			14,065.75	14,065.75	14,065.75	
Franklin Bank	General	2.64% 8/8/12	30,684.01	30,684.01	30,684.01	204.18		30,888.19	30,888.19	30,888.19	
Franklin Bank	General	1.91% 10/19/11	8,052.68	8,052.68	8,052.68			8,052.68	8,052.68	8,052.68	
TOTAL			155,102.20	155,102.20	155,102.20	204.18	-	155,306.38	155,306.38	155,306.38	
TOTAL Fund Balances		99,492,757.71					97,855,940.31				

BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING .045%

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF JANUARY 2010

CHECKING

OPERATING FUNDS:		BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General		\$ 107,671.78	\$ 67.13	\$ 2,663,956.89	\$ 2,655,000.00	\$ 4,578,581.49	\$ -	\$ 848,114.31	\$ 43,390,724.68	\$ 44,238,838.99
Road and Bridge General		\$ 32,110.93	\$ 25.72	\$ 429,141.37	\$ 258,000.00	\$ 366,864.72	\$ -	\$ 352,413.30	\$ 5,962,223.45	\$ 6,314,636.75
Medical and Dental Fund		\$ 40.72	\$ 1.41	\$ 132,238.73	\$ 267,375.86	\$ 314,755.54	\$ -	\$ 84,901.18	\$ 356,324.67	\$ 441,225.85
Sheriff's Drug Forfeiture		\$ 1.00	\$ -	\$ -	\$ 352.00	\$ -	\$ -	\$ 353.00	\$ 68,344.60	\$ 68,697.60
District Attorney Drug Forfeiture		\$ 4,407.00	\$ -	\$ 1,780.05	\$ -	\$ 1,552.53	\$ -	\$ 4,634.52	\$ 8,520.41	\$ 13,154.93
Hot Check Fee Fund		\$ 6,850.05	\$ -	\$ 2,878.22	\$ -	\$ 164.45	\$ -	\$ 9,563.82	\$ -	\$ 9,563.82
Health Services Grants		\$ 3,397.57	\$ 0.53	\$ 3,896.18	\$ -	\$ -	\$ -	\$ 7,294.28	\$ 39.40	\$ 7,333.68
Family Health Services		\$ 5,208.80	\$ 1.08	\$ 107,689.29	\$ -	\$ 92,504.33	\$ -	\$ 20,394.84	\$ 20.12	\$ 20,414.96
Juvenile Detention Center		\$ 190,245.03	\$ 22.40	\$ 124,797.53	\$ 169,380.26	\$ 254,506.59	\$ -	\$ 229,938.63	\$ 117,180.96	\$ 347,119.59
Tobacco Settlement Fund		\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 600,641.12	\$ 600,642.12
Historical Commission Trust Fund		\$ 1.00	\$ -	\$ 471.50	\$ 1,308.50	\$ 1,746.00	\$ -	\$ 35.00	\$ 20,499.20	\$ 20,534.20
CONSTRUCTION FUNDS:										
Certificates of Obligation 1997		\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Certificates of Obligation 2005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.66	\$ 2.66
Road Construction Bond 2006		\$ 1.00	\$ -	\$ 506,237.38	\$ 11,926.38	\$ 11,926.38	\$ -	\$ 506,238.38	\$ 2,164,277.85	\$ 2,670,516.23
Parks Bond 2007		\$ 1.00	\$ -	\$ -	\$ 83,769.07	\$ 83,769.07	\$ -	\$ 1.00	\$ 3,619,262.89	\$ 3,619,263.89
Parks Bond 2008		\$ 1.00	\$ -	\$ -	\$ 91,544.85	\$ 2,853.00	\$ -	\$ 88,692.85	\$ 7,302,119.80	\$ 7,390,812.65
Certificates of Obligation 2009		\$ 3.84	\$ 0.12	\$ -	\$ 4,197.16	\$ 4,200.00	\$ -	\$ 1.12	\$ 7,538,678.02	\$ 7,538,679.14
Road Construction Bond 2009		\$ 75.80	\$ 0.62	\$ -	\$ 25,367.74	\$ 20,575.00	\$ -	\$ 4,869.16	\$ 8,587,566.83	\$ 8,592,435.99
Pass Thru Revenue Bond 2009		\$ 18.32	\$ 10.92	\$ 15,296.25	\$ 309,006.94	\$ 324,320.51	\$ -	\$ 11.92	\$ 35,931,039.78	\$ 35,931,051.70
TCDP Disaster Relief Blanco		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund		\$ 1.00	\$ -	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,001.00	\$ 254,242.21	\$ 258,243.21
Cedar Oaks Mesa		\$ 112,578.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,578.50	\$ -	\$ 112,578.50
INTEREST AND SINKING FUNDS:										
Hays County I & S		\$ 18.52	\$ 2.93	\$ 29,037.92	\$ -	\$ -	\$ -	\$ 29,059.37	\$ 10,870,487.13	\$ 10,899,546.50
GRAND TOTALS:		\$ 462,633.87	\$ 132.86	\$ 4,021,421.31	\$ 3,877,228.76	\$ 6,058,319.61	\$ -	\$ 2,303,097.18	\$ 126,792,195.78	\$ 129,095,292.96
Transfers Outstanding:										
General Fund to Juvenile Center		\$426,000.00								
General Fund to Cedar Oaks Mesa		\$56,429.00								

Hays County Treasurer's Investment Report

For January 2010

PAGE 1

SAGE CAPITAL BANK CHECKING

<u>Description</u>	<u>12/31/09 Balance</u>	<u>Interest</u>	<u>Deposits</u>	<u>Debits</u>	<u>1/31/10 Balance</u>
All Funds (see Page 1)	\$ 462,633.87	132.86	7,898,650.07	6,068,319.61	2,303,097.18

TEXPOOL

	0.1630%	NAV 1.00110			
<u>Description</u>	<u>12/31/09 Balance</u>	<u>Interest</u>	<u>Deposits</u>	<u>Debits</u>	<u>1/31/10 Balance</u>
General	\$ 11,535,611.33	2,445.49	13,057,588.59	2,655,000.00	21,940,645.41
Road and Bridge General	\$ 2,486,461.24	467.70	1,983,924.78	258,000.00	4,212,853.72
Medical and Dental Fund	\$ 622,236.42	77.85	-	267,375.86	354,938.41
Sheriff's Drug Forfeiture	\$ 68,687.10	9.50	-	352.00	68,344.60
D.A. Drug Forfeiture	\$ 8,456.91	1.15	-	-	8,458.06
Health Services Grants	\$ 2.91	-	-	-	2.91
Juvenile Center	\$ 286,526.44	34.78	-	169,380.26	117,180.96
Tobacco Settlement Fund	\$ 600,557.96	83.16	-	-	600,641.12
Historical Commission Trust	\$ 14,603.20	1.95	-	1,308.50	13,296.65
Certificates of Obligation '05	\$ 2.86	-	-	-	2.86
Road Construction 2006	\$ 2,175,903.61	300.62	-	11,926.38	2,164,277.85
Parks Bond 2007	\$ 3,702,523.88	508.08	-	83,769.07	3,619,262.89
Parks Bond 2008	\$ 4,390,788.88	606.60	-	91,544.85	4,299,850.63
Certificates of Obligation '09	\$ 3,539,251.72	489.79	-	4,197.16	3,535,544.35
Road Construction 2009	\$ 3,608,437.96	498.44	-	25,367.74	3,583,568.66
Pass Thru Revenue 2009	\$ 17,224,621.06	2,367.93	-	309,006.94	16,917,982.05
LCRA Service Fee Fund	\$ 254,207.03	35.18	-	-	254,242.21
Hays County I & S	\$ 5,480,785.36	981.61	3,209,237.42	-	8,691,004.39
All Funds	55,999,665.67	8,909.83	18,250,750.79	3,877,228.76	70,382,097.53

ICT Funds Management

	0.0600%	NAV 1.00			
<u>Description</u>	<u>12/31/09 Balance</u>	<u>Interest</u>	<u>Deposits</u>	<u>Debits</u>	<u>1/31/10 Balance</u>
General	\$ 11,251,801.07	634.07	-	-	11,252,435.14
Parks Bond 2008	\$ 1,000,331.15	56.39	-	-	1,000,387.54
Certificates of Obligation '09	\$ 1,000,331.15	56.39	-	-	1,000,387.54
Road Construction 2009	\$ 1,000,331.15	56.39	-	-	1,000,387.54
Pass Thru Revenue 2009	\$ 8,002,649.10	450.96	-	-	8,003,100.06
All Funds	22,255,443.62	1,254.20	-	-	22,256,697.82

NAV 1.00

0.2200%

CLASS - MBIA

Description	12/31/09 Balance	Interest	Deposits	Debits	1/31/10 Balance
General	\$ 3,738,934.62	697.68	-	-	3,739,632.30
Parks Bond 2008	\$ 2,001,508.14	373.49	-	-	2,001,881.63
Certificates of Obligation '09	\$ 2,001,508.14	373.49	-	-	2,001,881.63
Road Construction 2009	\$ 2,001,508.14	373.49	-	-	2,001,881.63
Pass Thru Revenue 2009	\$ 6,004,524.29	1,120.43	-	-	6,005,644.72
All Funds	15,747,983.33	2,938.58	-	-	15,750,921.91

NAV 1.000153

0.1847%

LOGIC

Description	12/31/09 Balance	Interest	Deposits	Debits	1/31/10 Balance
General	\$ 5,501,952.11	863.18	-	-	5,502,815.29
Road and Bridge General	\$ 1,749,095.32	274.41	-	-	1,749,369.73
Medical and Dental Fund	\$ 1,386.04	0.22	-	-	1,386.26
D.A. Drug Forfeiture	\$ 62.34	0.01	-	-	62.35
Health Services Grants	\$ 36.48	0.01	-	-	36.49
Family Health Services	\$ 20.12	-	-	-	20.12
Historical Commission Trust	\$ 7,201.42	1.13	-	-	7,202.55
Parks Bond 2008	\$ -	-	-	-	-
Certificates of Obligation '09	\$ 1,000,707.50	157.00	-	-	1,000,864.50
Road Construction 2009	\$ 2,001,415.01	313.99	-	-	2,001,729.00
Pass Thru Revenue 2009	\$ 5,003,527.97	784.98	-	-	5,004,312.95
Hays County I & S	\$ 1,929,217.99	302.67	-	-	1,929,520.66
All Funds	17,194,622.30	2,697.60	-	-	17,197,319.90

TREASURY BILLS AND NOTES

Description	Price	Yield/ Maturity	Balances 12/31/09		Transactions		Balances 1/31/10	
			Par Value	Book Value	Purchases	Maturities	Par Value	Book Value
12795R94	99.9798	1/21/2010	250,000.00	249,949.45		250,000.00		
		Hays County I & S	250,000.00	249,949.45		250,000.00		
12795S77	99.952	.076 1/28/10	500,000.00	499,905.21		500,000.00		
		General	500,000.00	499,905.21		500,000.00		
12795T43	99.99	.041 2/25/10	100,000.00	99,990.00			100,000.00	99,999.63
		General	100,000.00	99,990.00			100,000.00	99,999.63
12795T50	99.9848	.061% 03/04/10	200,000.00	199,969.67			200,000.00	199,969.67
		General	200,000.00	199,969.67			200,000.00	199,969.67
19279UN9	99.9848	.061 4/22/10			250,000.00		250,000.00	249,962.08
		Hays County I & S			250,000.00		250,000.00	249,963.69
12795UP4	99.9861	4/29/2010			500,000.00		500,000.00	499,930.50
		General			500,000.00		500,000.00	499,930.50
TOTAL			1,050,000.00	1,049,814.33	750,000.00	750,000.00	1,050,000.00	1,049,891.93

LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

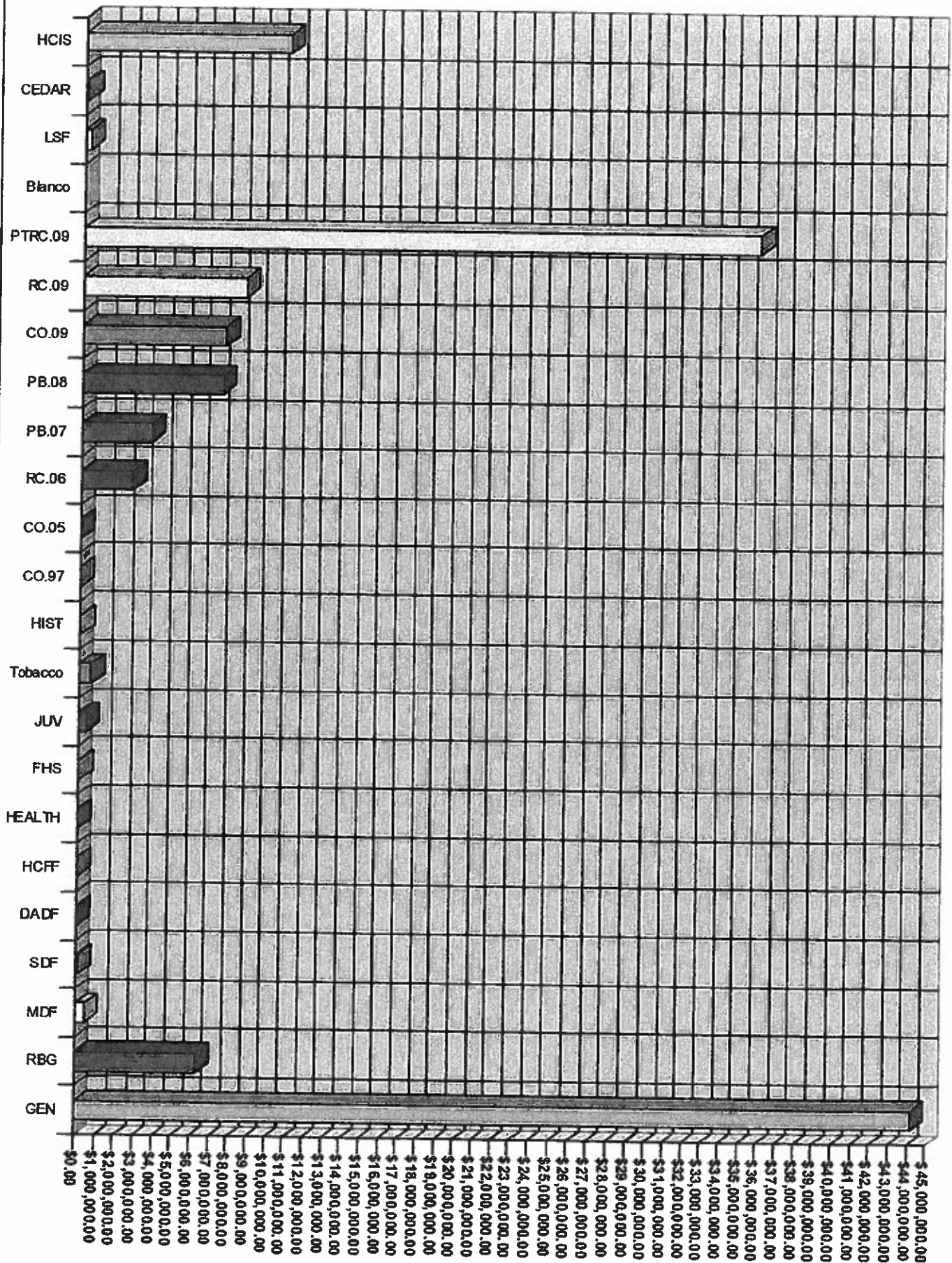
Description	Fund	Yield	Maturity	Balances 12/31/09		Transactions		Balances 1/31/10	
				Par Value	Market Value	Purchases	Maturities	Par Value	Market Value
Security State Bank	General	2.72%	11/7/09	4,022.27	4,022.27			4,022.27	4,022.27
Security State Bank	General	3.06%	6/14/10	13,686.22	13,686.22			13,686.22	13,686.22
Security State Bank	General	3.14%	6/14/12	21,030.03	21,030.03			21,030.03	21,030.03
Security State Bank	General	2.94%	7/10/10	16,721.09	16,721.09			16,721.09	16,721.09
Security State Bank	General	2.99%	7/10/12	12,628.08	12,628.08			12,628.08	12,628.08
Security State Bank	General	2.56%	1/4/13	9,168.58	9,168.58			9,168.58	9,168.58
Security State Bank	General	2.99%	1/4/13	13,813.14	13,813.14			13,813.14	13,813.14
Security State Bank	General	2.99%	1/4/13	11,230.35	11,230.35			11,230.35	11,230.35
Security State Bank	General	2.99%	1/4/13	14,065.75	14,065.75			14,065.75	14,065.75
Franklin Bank	General	2.64%	8/8/12	30,888.19	30,888.19			30,888.19	30,888.19
Franklin Bank	General	1.91%	10/19/11	8,052.68	8,052.68			8,052.68	8,052.68
TOTAL				155,306.38	155,306.38			155,306.38	155,306.38

TOTAL Fund Balances 112,865,469.50 | 129,095,292.96

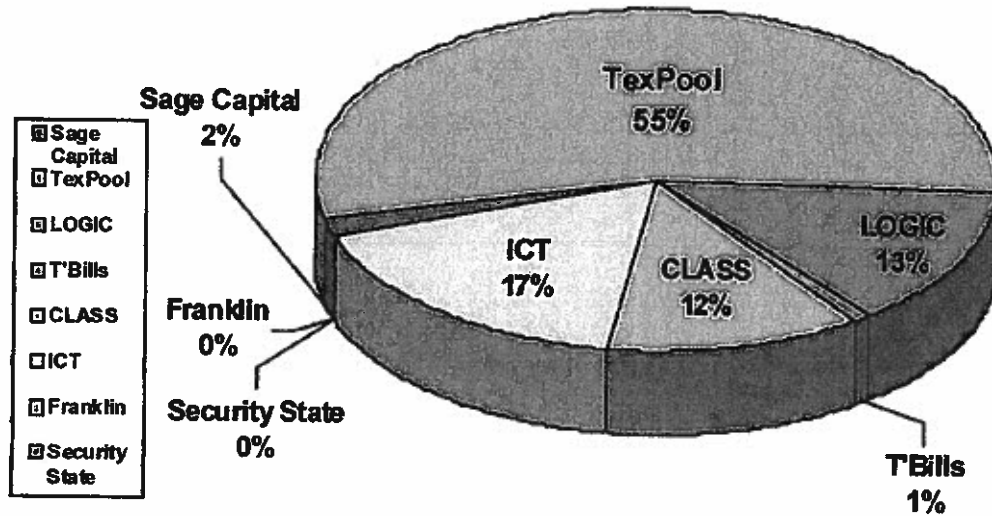
BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING 0.071%

Fund balances for 1/31/10




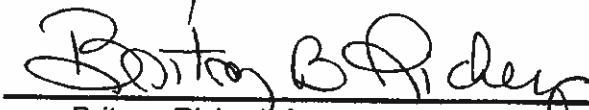
INVESTMENT ALLOCATION TOTALS JANUARY 2010



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.


Bill Herzog, Hays County Auditor


Michele Tuttle, Hays County Treasurer


Britney Richey, Accountant, Hays County

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF FEBRUARY 2010

CHECKING

OPERATING FUNDS:		BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General		\$ 848,114.31	\$ 129.36	\$ 1,934,401.17	\$ 2,929,293.64	\$ 4,071,508.01	\$ -	\$ 1,640,430.47	\$ 45,356,293.20	\$ 46,996,723.67
Road and Bridge General		\$ 352,413.30	\$ 42.03	\$ 447,671.59	\$ 188,293.26	\$ 768,202.74	\$ -	\$ 220,217.44	\$ 6,514,524.68	\$ 6,734,742.12
Medical and Dental Fund		\$ 84,901.18	\$ 2.06	\$ 494,441.61	\$ -	\$ 579,341.79	\$ -	\$ 3.06	\$ 356,366.03	\$ 356,366.09
Sheriff's Drug Forfeiture		\$ 353.00	\$ -	\$ -	\$ 2,865.82	\$ 352.00	\$ -	\$ 2,866.82	\$ 65,466.66	\$ 68,353.48
District Attorney Drug Forfeiture		\$ 4,634.52	\$ -	\$ 28.00	\$ -	\$ 909.26	\$ -	\$ 3,753.26	\$ 8,521.42	\$ 12,274.68
Hot Check Fee Fund		\$ 9,563.82	\$ -	\$ 2,435.74	\$ -	\$ 559.27	\$ -	\$ 11,440.29	\$ -	\$ 11,440.29
Health Services Grants		\$ 7,294.28	\$ 3.51	\$ 52,426.64	\$ -	\$ -	\$ -	\$ 59,724.43	\$ 39.40	\$ 59,763.83
Family Health Services		\$ 20,394.84	\$ 0.82	\$ 251,471.95	\$ -	\$ 244,530.46	\$ -	\$ 27,337.15	\$ 20.12	\$ 27,357.27
Juvenile Detention Center		\$ 229,938.63	\$ 15.82	\$ 405,803.09	\$ 33,601.00	\$ 438,736.19	\$ -	\$ 230,622.35	\$ 83,591.92	\$ 314,214.27
Tobacco Settlement Fund		\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 600,710.81	\$ 600,711.81
Historical Commission Trust Fund		\$ 35.00	\$ -	\$ 644.00	\$ -	\$ -	\$ -	\$ 679.00	\$ 20,501.69	\$ 21,180.69
CONSTRUCTION FUNDS:										
Certificates of Obligation 1997		\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Certificates of Obligation 2005		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.66	\$ 2.66
Road Construction Bond 2006		\$ 506,238.38	\$ -	\$ 8,874.04	\$ -	\$ -	\$ -	\$ 515,112.42	\$ 2,164,528.94	\$ 2,679,641.36
Parks Bond 2007		\$ 1.00	\$ -	\$ 545.70	\$ 3,619,262.89	\$ 3,619,809.59	\$ -	\$ 0.00	\$ -	\$ 0.00
Parks Bond 2008		\$ 88,692.85	\$ -	\$ -	\$ 1,817,160.98	\$ 1,854,865.68	\$ -	\$ 50,988.15	\$ 5,485,679.03	\$ 5,536,667.18
Certificates of Obligation 2009		\$ 1.12	\$ 1.08	\$ -	\$ 263,935.40	\$ 121,552.30	\$ -	\$ 142,385.30	\$ 7,275,679.51	\$ 7,418,064.81
Road Construction Bond 2009		\$ 4,869.16	\$ 0.54	\$ -	\$ 120,868.60	\$ 84,080.49	\$ -	\$ 41,677.81	\$ 8,467,774.94	\$ 8,509,452.75
Pass Thru Revenue Bond 2009		\$ 11.92	\$ 5.31	\$ 20,170.41	\$ 1,192,191.95	\$ 840,463.63	\$ -	\$ 371,915.96	\$ 34,742,876.32	\$ 35,114,792.28
TCDFP Disaster Relief Blanco		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund		\$ 4,001.00	\$ -	\$ -	\$ 36,303.68	\$ 1,503.68	\$ -	\$ 38,801.00	\$ 217,966.30	\$ 256,767.30
Cedar Oaks Mesa		\$ 112,578.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 112,578.50	\$ -	\$ 112,578.50
INTEREST AND SINKING FUNDS:										
Hays County I & S		\$ 29,059.37	\$ 15.89	\$ 29,000.00	\$ 4,349,619.80	\$ 4,407,678.17	\$ -	\$ 16.89	\$ 7,708,557.03	\$ 7,708,573.92
GRAND TOTALS:		\$ 2,303,097.19	\$ 216.42	\$ 3,647,913.94	\$ 14,553,417.02	\$ 17,034,073.26	\$ -	\$ 3,470,571.31	\$ 119,069,100.66	\$ 122,539,671.97
Transfers Outstanding:										
General Fund to Juvenile Center		\$426,000.00								
General Fund to Cedar Oaks Mesa		\$56,429.00								

Hays County Treasurer's Investment Report

For February 2010

PAGE 1

SAGE CAPITAL BANK

Description	1/31/10 Balance	Interest	Deposits	Debits	2/28/10 Balance
All Funds (see Page 1)	\$ 2,303,097.19	216.42	18,201,330.96	17,034,073.26	3,470,571.31

TEXPOOL

	0.1512%	NAV 1.00005			
Description	1/31/10 Balance	Interest	Deposits	Debits	2/28/10 Balance
General	\$ 21,940,645.41	2,867.33	4,890,069.84	2,929,293.64	23,904,288.94
Road and Bridge General	\$ 4,212,853.72	542.45	739,823.66	188,293.26	4,764,926.57
Medical and Dental Fund	\$ 354,938.41	41.18	-	-	354,979.59
Sheriff's Drug Forfeiture	\$ 68,344.60	7.98	-	2,885.82	65,466.66
D.A. Drug Forfeiture	\$ 8,458.06	1.00	-	-	8,459.06
Health Services Grants	\$ 2.91	-	-	-	2.91
Juvenile Center	\$ 117,180.96	11.96	-	33,601.00	83,591.92
Tobacco Settlement Fund	\$ 600,641.12	69.89	-	-	600,710.81
Historical Commission Trust	\$ 13,296.65	1.55	-	-	13,298.20
Certificates of Obligation '05	\$ 2.66	-	-	-	2.66
Road Construction 2006	\$ 2,164,277.85	251.09	-	-	2,164,528.94
Parks Bond 2007	\$ 3,619,262.89	-	-	3,619,262.89	-
Parks Bond 2008	\$ 4,299,850.63	315.72	-	1,817,160.98	2,483,005.37
Certificates of Obligation '09	\$ 3,535,544.35	401.74	-	263,935.40	3,272,010.69
Road Construction 2009	\$ 3,583,568.66	410.89	-	120,868.60	3,463,110.95
Pass Thru Revenue 2009	\$ 16,917,962.05	1,913.18	-	1,192,191.95	15,727,703.28
LCRA Service Fee Fund	\$ 254,242.21	27.77	-	36,303.68	217,966.30
Hays County I & S	\$ 8,691,004.39	806.77	1,186,631.03	4,349,619.80	5,528,822.39
All Funds	70,382,097.53	7,670.20	6,816,524.53	14,553,417.02	62,652,875.24

ICT Funds Management

	0.0600%	NAV 1.00			
Description	1/31/10 Balance	Interest	Deposits	Debits	2/28/10 Balance
General	\$ 11,252,435.14	559.15	-	-	11,252,994.29
Parks Bond 2008	\$ 1,000,387.54	49.71	-	-	1,000,437.25
Certificates of Obligation '09	\$ 1,000,387.54	49.71	-	-	1,000,437.25
Road Construction 2009	\$ 1,000,387.54	49.71	-	-	1,000,437.25
Pass Thru Revenue 2009	\$ 8,003,100.06	397.68	-	-	8,003,497.74
All Funds	22,256,697.82	1,105.96	-	-	22,257,803.78

NAV 1.00

0.2300%

CLASS - MBIA

Description	1/31/10 Balance	Interest	Deposits	Debits	2/28/10 Balance
General	\$ 3,739,632.30	662.72	-	-	3,740,295.02
Parks Bond 2008	\$ 2,001,881.63	354.78	-	-	2,002,236.41
Certificates of Obligation '09	\$ 2,001,881.63	354.78	-	-	2,002,236.41
Road Construction 2009	\$ 2,001,881.63	354.78	-	-	2,002,236.41
Pass Thru Revenue 2009	\$ 6,006,644.72	1,064.31	-	-	6,006,709.03
All Funds	15,750,921.91	2,791.37	-	-	15,753,713.28

NAV 1.000125

0.1702%

LOGIC

Description	1/31/10 Balance	Interest	Deposits	Debits	2/28/10 Balance
General	\$ 5,502,815.29	718.40	-	-	5,503,533.69
Road and Bridge General	\$ 1,749,369.73	228.38	-	-	1,749,598.11
Medical and Dental Fund	\$ 1,386.26	0.18	-	-	1,386.44
D.A. Drug Forfeiture	\$ 62.35	0.01	-	-	62.36
Health Services Grants	\$ 36.49	-	-	-	36.49
Family Health Services	\$ 20.12	-	-	-	20.12
Historical Commission Trust	\$ 7,202.55	0.94	-	-	7,203.49
Parks Bond 2008	\$ -	-	-	-	-
Certificates of Obligation '09	\$ 1,000,864.50	130.66	-	-	1,000,995.16
Road Construction 2009	\$ 2,001,729.00	261.33	-	-	2,001,990.33
Pass Thru Revenue 2009	\$ 5,004,312.95	653.32	-	-	5,004,966.27
Hays County I & S	\$ 1,929,520.66	251.90	-	-	1,929,772.56
All Funds	17,197,319.90	2,245.12	-	-	17,199,565.02

TREASURY BILLS AND NOTES

Description	Price	Yield/ Maturity	Par Value	Balances 1/31/10 Book Value	Market Value	Purchases	Transactions Maturities	Par Value	Balances 2/28/10 Book Value	Market Value
912795T43	99.99	.041 2/25/10	100,000.00	99,990.00	99,999.63	-	100,000.00	-	100,000.00	-
912795T50	99.9848	.061% 03/04/10	200,000.00	199,969.67	199,998.11	-	-	-	200,000.00	199,969.67
912795UN9	99.9848	.061 4/22/10	250,000.00	249,962.08	249,963.69	-	-	-	250,000.00	249,962.08
912795UP4	99.9861	Hays County I & S	250,000.00	249,962.08	249,963.69	-	-	-	250,000.00	249,962.08
912795US8	99.9747	4/29/2010	500,000.00	499,930.49	499,930.50	-	-	-	500,000.00	499,930.49
		General	500,000.00	499,930.49	499,930.50	-	-	-	500,000.00	499,930.50
		.101 5/27/10	-	-	-	100,000.00	-	100,000.00	100,000.00	99,974.72
		General	-	-	-	100,000.00	-	100,000.00	100,000.00	99,974.72
TOTAL			1,050,000.00	1,049,852.24	1,049,891.93	100,000.00	100,000.00	1,050,000.00	1,049,836.96	1,049,867.47

LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield	Maturity	Balances 1/31/10		Transactions		Balances 2/28/10	
				Par Value	Market Value	Purchases	Maturities	Par Value	Market Value
Security State Bank	General	2.72%	11/7/09	4,022.27	4,022.27			4,022.27	4,022.27
Security State Bank	General	3.06%	6/14/10	13,686.22	13,686.22			13,686.22	13,686.22
Security State Bank	General	3.14%	8/14/12	21,030.03	21,030.03			21,030.03	21,030.03
Security State Bank	General	2.94%	7/10/10	16,721.09	16,721.09			16,721.09	16,721.09
Security State Bank	General	2.99%	7/10/12	12,628.08	12,628.08			12,628.08	12,628.08
Security State Bank	General	2.56%	1/4/13	9,168.58	9,168.58			9,168.58	9,168.58
Security State Bank	General	2.99%	1/4/13	13,813.14	13,813.14			13,813.14	13,813.14
Security State Bank	General	2.99%	1/4/13	11,230.35	11,230.35			11,230.35	11,230.35
Security State Bank	General	2.99%	1/4/13	14,065.75	14,065.75			14,065.75	14,065.75
Franklin Bank	General	2.64%	8/8/12	30,888.19	30,888.19			30,888.19	30,888.19
Franklin Bank	General	1.91%	10/19/11	8,052.68	8,052.68			8,052.68	8,052.68
TOTAL				155,306.38	155,306.38	-	-	155,306.38	155,306.38

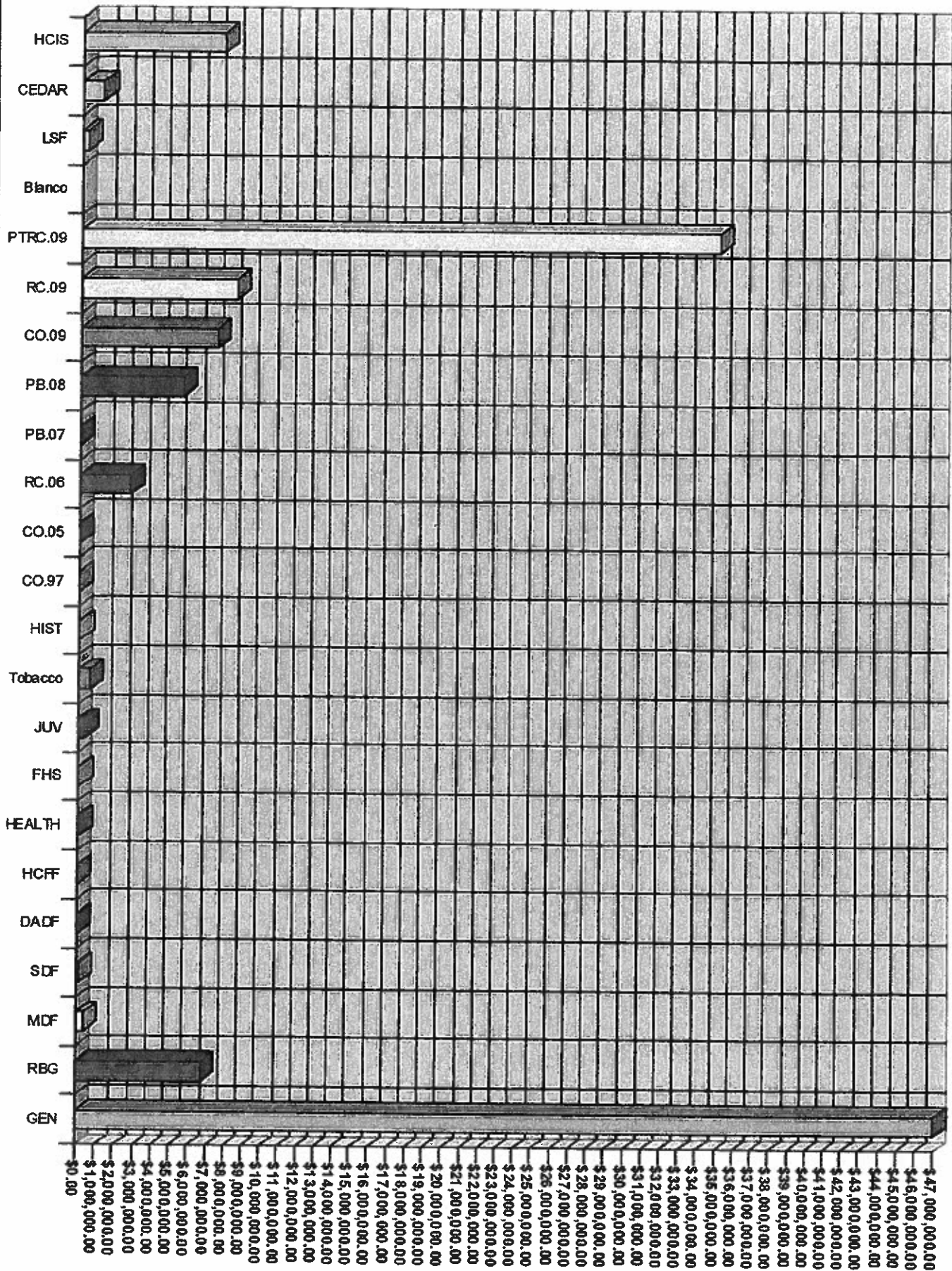
TOTAL Fund Balances 129,095,292.97

122,539,671.97

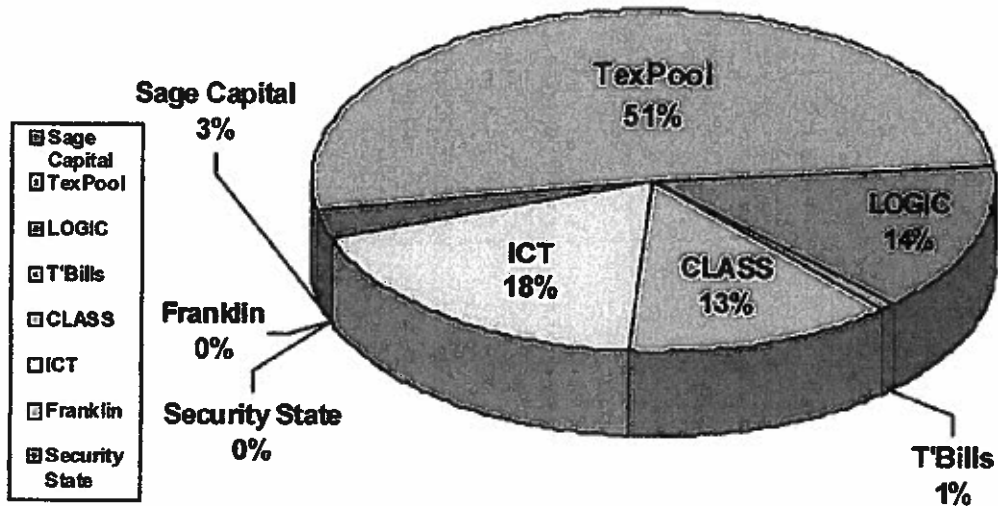
BENCHMARK

CURRENT 90 DAY TREASURY BILL YIELDING 0.119%


Fund balances for 2/28/10




INVESTMENT ALLOCATION TOTALS FEBRUARY 2010



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.


Bill Herzog, Hays County Auditor


Michele Tuttle, Hays County Treasurer


Britney Richey, Accountant, Hays County

HAYS COUNTY TREASURER'S REPORT

FOR THE MONTH OF MARCH 2010

CHECKING

OPERATING FUNDS:

	BEGINNING BALANCE	Interest	Revenues	Deposits From Investments	Disbursements	Transfer to Investments	ENDING BALANCE	Total Investments	TOTAL FUND
General	\$ 1,640,430.47	\$ 79.97	\$ 2,139,131.72	\$ 3,690,500.00	\$ 7,436,683.00	\$ -	\$ 33,459.16	\$ 42,321,251.90	\$ 42,354,711.06
Road and Bridge General	\$ 220,217.44	\$ 25.92	\$ 359,060.96	\$ 149,403.30	\$ 728,681.70	\$ -	\$ 25.92	\$ 6,459,235.30	\$ 6,459,261.22
Medical and Dental Fund	\$ 3.06	\$ 2.06	\$ 802,067.23	\$ -	\$ 802,069.28	\$ -	\$ 3.07	\$ 356,413.76	\$ 356,416.83
Sheriff's Drug Forfeiture	\$ 2,886.82	\$ -	\$ -	\$ 2,264.99	\$ 5,150.81	\$ -	\$ 1.00	\$ 63,210.30	\$ 63,211.30
District Attorney Drug Forfeiture	\$ 3,753.26	\$ -	\$ 21.99	\$ -	\$ 700.00	\$ 3,074.25	\$ 1.00	\$ 11,596.85	\$ 11,597.85
Hot Check Fee Fund	\$ 11,440.29	\$ -	\$ 2,922.69	\$ -	\$ 1,506.86	\$ -	\$ 12,856.12	\$ -	\$ 12,856.12
Health Services Grants	\$ 59,724.43	\$ 22.49	\$ 117,516.94	\$ -	\$ 177,240.37	\$ -	\$ 23.49	\$ 39.41	\$ 62.90
Family Health Services	\$ 27,337.15	\$ 3.95	\$ 453,365.26	\$ -	\$ 400,364.44	\$ 77,458.51	\$ 2,883.41	\$ 77,478.97	\$ 80,362.38
Juvenile Detention Center	\$ 230,622.35	\$ 36.36	\$ 529,388.64	\$ -	\$ 668,686.31	\$ 38,394.68	\$ 52,966.36	\$ 121,997.91	\$ 174,964.27
Tobacco Settlement Fund	\$ 1.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.00	\$ 600,791.27	\$ 600,792.27
Historical Commission Trust Fund	\$ 679.00	\$ -	\$ 1,325.00	\$ -	\$ -	\$ 1,177.50	\$ 826.50	\$ 21,682.04	\$ 22,508.54

CONSTRUCTION FUNDS:

Certificates of Obligation 1997	\$ 0.01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.01	\$ -	\$ 0.01
Certificates of Obligation 2005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,269.96	\$ 4,269.96
Road Construction Bond 2006	\$ 515,112.42	\$ -	\$ -	\$ 172,204.34	\$ 687,316.76	\$ -	\$ (0.00)	\$ 1,992,604.78	\$ 1,992,604.78
Parks Bond 2007	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.00	\$ -	\$ 0.00
Parks Bond 2008	\$ 50,988.15	\$ -	\$ -	\$ 155,878.43	\$ 206,865.58	\$ -	\$ 1.00	\$ 5,330,556.07	\$ 5,330,557.07
Certificates of Obligation 2009	\$ 142,385.30	\$ 2.22	\$ -	\$ 256,363.67	\$ 398,747.97	\$ -	\$ 3.22	\$ 7,020,334.77	\$ 7,020,337.99
Road Construction Bond 2009	\$ 41,677.81	\$ 1.16	\$ 1,798.00	\$ 218,186.32	\$ 261,661.13	\$ -	\$ 2.16	\$ 8,250,773.06	\$ 8,250,775.22
Pass Thru Revenue Bond 2009	\$ 371,915.96	\$ 4.04	\$ 2,603.36	\$ 225,054.80	\$ 599,573.12	\$ -	\$ 5.04	\$ 34,522,235.72	\$ 34,522,240.76
TCDP Disaster Relief Blanco	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LCRA Service Fee Fund	\$ 38,801.00	\$ -	\$ -	\$ 11,215.09	\$ 50,015.09	\$ -	\$ 1.00	\$ 206,779.77	\$ 206,780.77
Cedar Oaks Mesa	\$ 112,578.50	\$ -	\$ 15,600.00	\$ -	\$ 68,287.50	\$ -	\$ 59,891.00	\$ -	\$ 59,891.00

INTEREST AND SINKING FUNDS:

Hays County I & S	\$ 16.89	\$ 3.50	\$ 30,872.75	\$ -	\$ -	\$ 30,888.64	\$ 4.50	\$ 7,877,885.82	\$ 7,877,890.32
GRAND TOTALS:	\$ 3,470,571.31	\$ 181.67	\$ 4,455,674.54	\$ 4,881,070.94	\$ 12,493,549.92	\$ 150,993.58	\$ 162,954.96	\$ 115,239,137.66	\$ 115,402,092.62

Transfers Outstanding:

General Fund to Juvenile Center \$426,000.00
General Fund to Cedar Oaks Mesa \$56,429.00

Hays County Treasurer's Investment Report

For March 2010

PAGE 1

SAGE CAPITAL BANK

Description	2/28/10 Balance	Interest	Deposits	Debits	3/31/10 Balance
All Funds (see Page 1)	\$ 3,470,571.31	181.67	9,336,745.48	12,644,543.50	162,954.96

TEXPOOL

	0.1577%	NAV .99996			
Description	2/28/10 Balance	Interest	Deposits	Debits	3/31/10 Balance
General	\$ 23,904,288.94	3,146.49	650,220.71	3,690,500.00	20,867,156.14
Road and Bridge General	\$ 4,764,926.57	633.34	93,225.02	149,403.30	4,709,381.63
Medical and Dental Fund	\$ 354,979.59	47.53	-	-	355,027.12
Sheriff's Drug Forfeiture	\$ 65,466.66	8.63	-	2,264.99	63,210.30
D.A. Drug Forfeiture	\$ 8,459.06	1.17	3,074.25	-	11,534.48
Health Services Grants	\$ 2.91	-	-	-	2.91
Juvenile Center	\$ 83,591.92	11.31	38,394.68	-	121,997.91
Tobacco Settlement Fund	\$ 600,710.81	80.46	-	-	600,791.27
Historical Commission Trust	\$ 13,298.20	1.80	1,177.50	-	14,477.50
Certificates of Obligation '05	\$ 2.66	0.36	4,266.94	-	4,269.96
Road Construction 2006	\$ 2,164,528.94	280.18	-	172,204.34	1,992,604.78
Parks Bond 2007	\$ -	-	-	-	-
Parks Bond 2008	\$ 2,483,005.37	319.24	-	155,878.43	2,327,446.18
Certificates of Obligation '09	\$ 3,272,010.69	436.49	-	256,363.67	3,016,083.51
Road Construction 2009	\$ 3,463,110.95	455.78	-	218,186.32	3,245,380.41
Pass Thru Revenue 2009	\$ 15,727,703.28	2,104.95	-	225,054.80	15,504,753.43
LCRA Service Fee Fund	\$ 217,966.30	28.56	-	11,215.09	206,779.77
Hays County I & S	\$ 5,528,822.39	750.38	168,296.53	-	5,697,869.30
All Funds	62,652,875.24	8,306.67	958,655.63	4,881,070.94	58,738,766.60

ICT Funds Management

	0.0600%	NAV 1.00			
Description	2/28/10 Balance	Interest	Deposits	Debits	3/31/10 Balance
General	\$ 11,252,994.29	606.33	-	-	11,253,600.62
Parks Bond 2008	\$ 1,000,437.25	53.91	-	-	1,000,491.16
Certificates of Obligation '09	\$ 1,000,437.25	53.91	-	-	1,000,491.16
Road Construction 2009	\$ 1,000,437.25	53.91	-	-	1,000,491.16
Pass Thru Revenue 2009	\$ 8,003,497.74	431.25	-	-	8,003,928.99
All Funds	22,257,803.78	1,199.31	-	-	22,259,003.09

NAV 1.00

0.2300%

CLASS - MBIA

Description	2/28/10 Balance	Interest	Deposits	Debits	3/31/10 Balance
General	\$ 3,740,295.02	714.14	-	-	3,741,009.16
Parks Bond 2008	\$ 2,002,236.41	382.32	-	-	2,002,618.73
Certificates of Obligation '09	\$ 2,002,236.41	382.32	-	-	2,002,618.73
Road Construction 2009	\$ 2,002,236.41	382.32	-	-	2,002,618.73
Pass Thru Revenue 2009	\$ 6,006,709.03	1,146.93	-	-	6,007,855.96
All Funds	15,753,713.28	3,008.03	-	-	15,756,721.31

NAV 1.000092

0.1720%

LOGIC

Description	2/28/10 Balance	Interest	Deposits	Debits	3/31/10 Balance
General	\$ 5,503,533.69	803.89	-	-	5,504,337.58
Road and Bridge General	\$ 1,749,598.11	255.56	-	-	1,749,853.67
Medical and Dental Fund	\$ 1,386.44	0.20	-	-	1,386.64
D.A. Drug Forfeiture	\$ 62.36	0.01	-	-	62.37
Health Services Grants	\$ 36.49	0.01	-	-	36.50
Family Health Services	\$ 20.12	0.34	77,458.51	-	77,478.97
Historical Commission Trust	\$ 7,203.49	1.05	-	-	7,204.54
Parks Bond 2008	\$ -	-	-	-	-
Certificates of Obligation '09	\$ 1,000,995.16	146.21	-	-	1,001,141.37
Road Construction 2009	\$ 2,001,990.33	292.43	-	-	2,002,282.76
Pass Thru Revenue 2009	\$ 5,004,966.27	731.07	-	-	5,005,697.34
Hays County I & S	\$ 1,929,772.56	281.88	-	-	1,930,054.44
All Funds	17,199,565.02	2,512.65	77,458.51	-	17,279,536.18

TREASURY BILLS AND NOTES

Description	Price	Yield/ Maturity	Balances 2/28/10		Transactions		Balances 3/31/10	
			Par Value	Book Value	Purchases	Maturities	Par Value	Book Value
912795T50	99.9848	.061% 03/04/10	200,000.00	199,989.67		200,000.00		
		General	200,000.00	199,989.67		200,000.00		
919279UN9	99.9848	.061 4/22/10	250,000.00	249,962.08			250,000.00	249,962.08
		Hays County I & S	250,000.00	249,962.08			250,000.00	249,978.61
912795UP4	99.9861	4/29/2010	500,000.00	499,930.49			500,000.00	499,941.60
		General	500,000.00	499,930.49			500,000.00	499,941.60
912795US8	99.9747	.101 5/27/10	100,000.00	99,974.72			100,000.00	99,974.72
		General	100,000.00	99,974.72			100,000.00	99,987.58
912795US8	99.9884	.127% 06/3/10			200,000.00		200,000.00	199,950.22
		General			200,000.00		200,000.00	199,950.22
TOTAL			1,050,000.00	1,049,836.96	200,000.00	200,000.00	1,050,000.00	1,049,868.01

LINKED DEPOSIT PROGRAM CERTIFICATES OF DEPOSITS

Description	Fund	Yield/ Maturity	Balances 2/28/10		Transactions		Balances 3/31/10	
			Par Value	Market Value	Purchases	Maturities	Par Value	Market Value
Security State Bank	General	2.72% 11/7/09	4,022.27	4,022.27			4,022.27	4,022.27
Security State Bank	General	3.06% 6/14/10	13,686.22	13,686.22			13,686.22	13,686.22
Security State Bank	General	3.14% 6/14/12	21,030.03	21,030.03			21,030.03	21,030.03
Security State Bank	General	2.94% 7/10/10	16,721.09	16,721.09			16,721.09	16,721.09
Security State Bank	General	2.99% 7/10/12	12,628.08	12,628.08			12,628.08	12,628.08
Security State Bank	General	2.56% 1/4/13	9,168.58	9,168.58			9,168.58	9,168.58
Security State Bank	General	2.99% 1/4/13	13,813.14	13,813.14			13,813.14	13,813.14
Security State Bank	General	2.99% 1/4/13	11,230.35	11,230.35			11,230.35	11,230.35
Security State Bank	General	2.99% 1/4/13	14,065.75	14,065.75			14,065.75	14,065.75
Franklin Bank	General	2.64% 8/8/12	30,888.19	30,888.19			30,888.19	30,888.19
Franklin Bank	General	1.91% 10/19/11	8,052.68	8,052.68			8,052.68	8,052.68
TOTAL			155,306.38	155,306.38	-	-	155,306.38	155,306.38

TOTAL Fund Balances 122,539,671.97

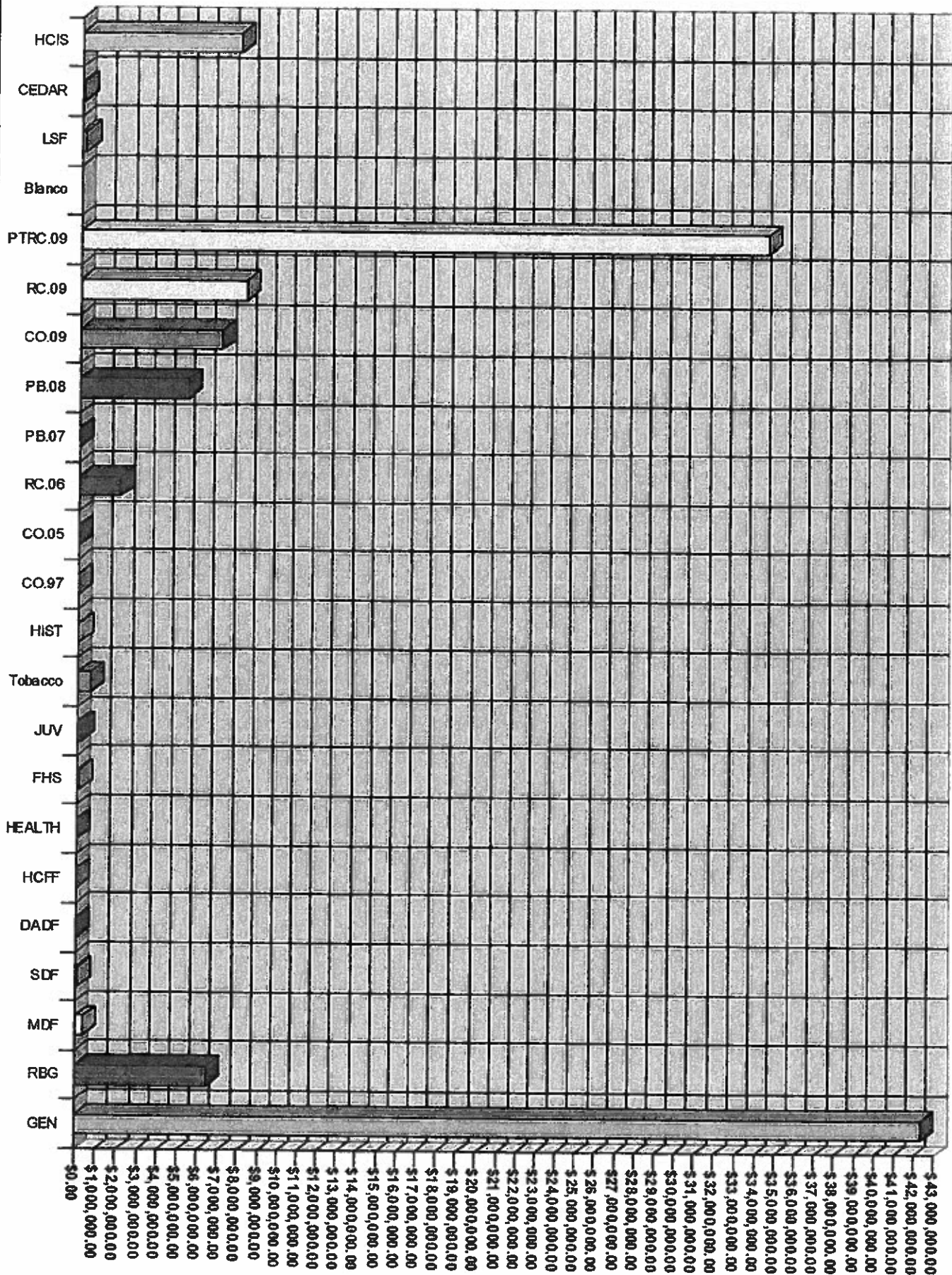
115,402,092.62

BENCHMARK

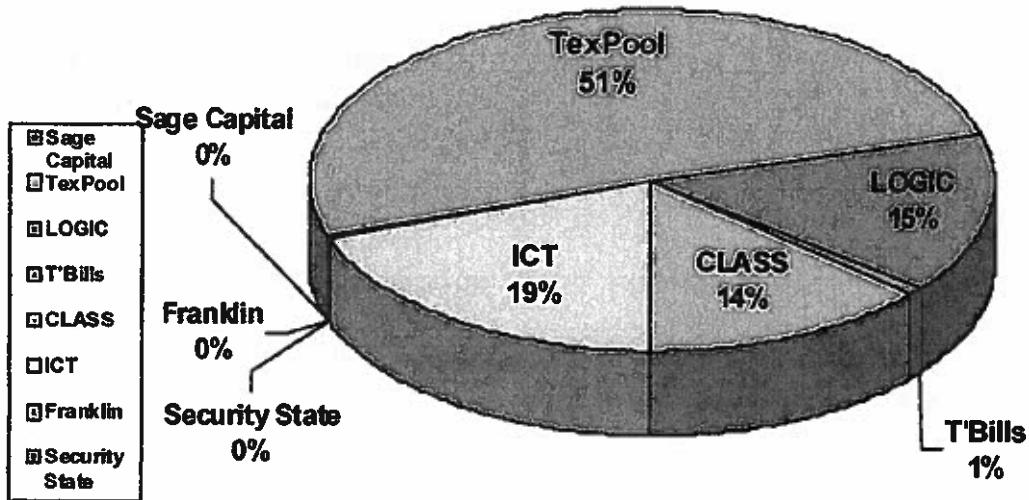
CURRENT 90 DAY TREASURY BILL YIELDING

0.13%

Fund balances for 3/31/10



INVESTMENT ALLOCATION TOTALS MARCH 2010



All maturity dates are less than 180 days. The Treasurer's Office invests with prudence to keep security and liquidity as the primary goals. The strategy used for each fund is based on the terms described in the Hays County Investment Policy. The Treasurer's Office strictly adheres to all laws and statutes concerning the investment of public funds.

Bill Herzog, Hays County Auditor

Michele Tuttle, Hays County Treasurer

Britney Richey, Accountant, Hays County

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Amend District Court and County Court @ Law budgets from Contingencies in General Fund and budget Government Center funds received from proceeds of Certificates of Obligation Series 2010.

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

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

PREFERRED MEETING DATE REQUESTED: July 27, 2010

**Amount Required: \$11,700 in County Court @ Law
\$14,000 in District Court**

LINE ITEM NUMBER OF FUNDS REQUIRED: \$25,700 from 001-645-00.5399 Contingencies

REQUESTED BY: Judge Rodriguez/Jimmie Kitchen/Auditors Office

SPONSORED BY: Sumter

SUMMARY:

Budget Amendment attached. County Court needs trial/pretrial and jury expense, while District Court needs both Indigent and Other trial/pretrial expense; neither has sufficient funds from within its own budget. Request is to transfer from Countywide contingencies line.

We have received the proceeds for Government Center and need to budget the funds; included in the Budget Amendment

FUND NO. 001
FUND TITLE: GENERAL

<u>Line Item - Expenditures</u>		<u>Appropriation before Amendment</u>	<u>Amendment</u> <u>Increases</u>	<u>Decreases</u>	<u>Appropriation as Amended</u>
<u>COUNTY COURT @ LAW 2 (612):</u>					
001-612-00.5305	Trial & Pretrial	12,500	5,000		17,500
001-612-00.5306	Jury Expense	20,000	6,500		26,500
001-612-00.5461	Printing	400	200		600
<u>DISTRICT COURT (608):</u>					
001-608-00.5304	Indigent Trial/Pretrial	50,000	10,000		60,000
001-608-00.5305	Other Trial/Pretrial	30,000	4,000		34,000
<u>COUNTY WIDE (645):</u>					
001-645-00.5399	Contingencies	188,280		(25,700)	162,580
Transfer for needed trial/jury expense in District & County Courts from contingencies.					
<u>CONSTABLE 3 (637):</u>					
001-637-00.5551	Continuing Ed	150	240		390
001-637-00.5411	Eqpt Maint	275		(152)	123
001-637-00.5206	Law Enf Supplies	810		(88)	722

Transfer for needed trial/jury expense in District & County Courts from contingencies.

CONSTABLE 3 (637):

001-637-00.5551	Continuing Ed	150	240		390
001-637-00.5411	Eqpt Maint	275		(152)	123
001-637-00.5206	Law Enf Supplies	810		(88)	722

Transfer for needed training.

FUND NO. 005
FUND TITLE: CERTIFICATES OF OBLIGATION '10 CONSTRUCTION

GOVERNMENT CENTER CONSTRUCTION (850-94):

005-850-94-489.5391	Misc Expenses	-0-	8,735		8,735
005-850-94-489.5581	Issuance Fees	-0-	200,000		200,000
005-850-94-489.5611	Construction	-0-	70,491,265		70,491,265
			<u>70,700,000</u>		

REVENUES

			<u>DECREASES</u>	<u>INCREASES</u>	
005-850-94-489.4701	C.O. 2010 Debt Proceeds	-0-		67,325,000	67,325,000
005-850-94-489.4703	Other Financing Sources	-0-		3,375,000	3,375,000
				<u>70,700,000</u>	

To budget proceeds received for building construction - Government Center.

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:

The Hays County Personal Health Department is requesting that the County Judge execute the contract for the Public Health Emergency Preparedness program for FY 2011, in the amount of \$145,902.00.

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

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

PREFERRED MEETING DATE REQUESTED: August 3, 2010

AMOUNT REQUIRED: \$14,590.00 in kind match

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Priscilla Hargraves

SPONSORED BY: Judge 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 2011. The award is for \$145,902.00. There is a requirement for an in kind match of \$14,590.00. The funding is for August 1, 2010 through July 31, 2011.

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number **2010-035679** (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 **\$145,902.00**, 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 **08/01/2010** and ends on **07/31/2012**. 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:

2010-035679-001 CPS-BIOTERRORISM PREPAREDNESS
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibit

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

Categorical Budget:

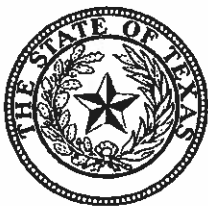
PERSONNEL	\$95,944.00	
FRINGE BENEFITS	\$37,106.00	
TRAVEL	\$0.00	
EQUIPMENT	\$8,654.00	
SUPPLIES	\$3,278.00	2903
CONTRACTUAL	\$0.00	
OTHER	\$0.00	
TOTAL DIRECT CHARGES	\$160,867.00	160,492
INDIRECT CHARGES	\$0.00	0
TOTAL	\$161,324.00	160,492
DSHS SHARE	\$145,902.00	
CONTRACTOR SHARE	\$15,422.00	14,590
OTHER MATCH	\$15,422.00	14,590

Total reimbursements will not exceed \$145,902.00

Financial status reports are due: 11/30/2010, 03/02/2011, 05/30/2011, 08/30/2011, 11/30/2011, 03/01/2012, 05/30/2012, 10/01/2012

Equipment List Attached.

The budgeted indirect cost amount is based on an indirect cost rate proposal prepared in accordance with OMB Circular A-87. A copy of the indirect cost rate proposal and supporting documents is on file in the contractors office and is subject to review by DSHS staff, or any of its duly authorized representatives. A copy of the current rate certification is on file at DSHS.



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 than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2010-035679

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: Amend Juvenile Probation TJPC X Grant to correct revenue funding per the grant contract and to purchase computer equipment, a bulletin board & contract services for the GED program.

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

PREFERRED MEETING DATE REQUESTED: August 3, 2010

AMOUNT REQUIRED: \$7,442.00

LINE ITEM NUMBER OF FUNDS REQUIRED: 001-686-99-035.5712 – 4,013.13

001-686-99-035.5711 – 399.99

001-686-99-035.5448 – 3,028.88

REQUESTED BY: Shelly Williams

SPONSORED BY: Liz Sumter

The Texas Juvenile Probation Commission award for the ICBP grant is 48,655.00. This amendment will correct the budgeted amount in revenue and expenditures with no matching funds required from the County.

Budget Amendment;

001-686-99-035.4301 – Intergovernmental Revenue: (9,331.00)

001-686-99-035.5712 – Computer Equipment: 4,013.13

001-686-99-035.5711 – Office Equipment: 399.99

001-686-99-035.5448 – Contract Services: 3,028.88

Agenda Item Routing Form

DESCRIPTION OF Item: Amend Juvenile Probation TJPC X Grant to correct revenue funding per the grant contract and to purchase computer equipment, a bulletin board & contract services for the GED program.

PREFERRED MEETING DATE REQUESTED: August 3, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$7,442.00

LINE ITEM NUMBER: 001-686-99-035.5712 – 4,013.13, 001-686-99-035.5711 – 399.99, 001-686-99-035.5448 – 3,028.88

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: _____

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Hold a public hearing to establish traffic regulations on Alpine Trail, CR 384 in the Highlands East subdivision.

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

PREFERRED MEETING DATE REQUESTED: August 3, 2010

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a

REQUESTED BY: Jerry Borcharding

SPONSORED BY: Commissioner Ford

SUMMARY:

To establish: a stop sign on Alpine Trail at Hilliard Road, and a speed limit of 35 MPH.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Subdivision/Road/Staff Review Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Hold a public hearing to establish traffic regulations in Rim Rock subdivision Ph. 2, Sec. 2 and Ph. 3, Sec. 2.

CIRCLE ONE ACTION ITEM	Subdivision	Road	Staff Recommendation
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PREFERRED MEETING DATE REQUESTED: August 3, 2010

AMOUNT REQUIRED: n/a

LINE ITEM NUMBER OF FUNDS REQUIRED: n/a
--

REQUESTED BY: Jerry Borcharding
--

SPONSORED BY: Commissioner Ford
--

SUMMARY:

To establish: a stop sign on Seep Rock Cove at Shelf Rock Road, a stop sign on Shelf Rock Road as it "T's" into itself, a stop sign on Pastoral Cove at Bluff Woods Drive, two stop signs on Bluff Woods Drive at Sad Willow Pass (one from each direction for a two-way stop), a stop sign on Prairie Grass Cove at Bluff Woods Drive, a stop sign on Applewood Drive at Bluff Woods Drive, a stop sign on Sarahs Spring Cove at Bluff Woods Drive, a separate stop sign on Bluff Woods Drive at Sad Willow Pass as it comes back around and "T's", and a speed limit on all roads of 25 MPH.

STAFF REVIEW/COMMENTS

ENVIRONMENTAL HEALTH DIRECTOR:

ROAD DIRECTOR:

STAFF RECOMMENDATIONS:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's office

no later than **12:00 noon** on **WEDNESDAY**.

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

AGENDA ITEM: Discussion and possible action to approve double filling the position of Assistant Tax Assessor-Collector for more than the standard two week period

Consent, Action, Executive Session, Etc. – Action

MEETING DATE REQUESTED: August 3, 2010

REQUESTED BY: Luanne Caraway

SPONSORED BY: Sumter

FUNDS REQUIRED:

SUMMARY: The Assistant Tax Assessor-Collector is retiring on 9/30/2010 and in order to train someone to assume this position I would like to hire as soon as possible to allow that additional training time. We have a position that has not been filled since March 11, 2010 and with these savings we will have more than enough to cover the expense of this request. This will also give us time to at least have this individual partially trained before we get into the busy tax season.

AGENDA ITEM – APPROVED BY:

COUNTY JUDGE

☐

COUNTY AUDITOR

☐

COMMISSIONER PCT. 1

☐

COMMISSIONER PCT. 2

☐

COMMISSIONER PCT. 3

☐

COMMISSIONER PCT. 4

☐

ACTION TAKEN / ACTION REQUIRED:

Agenda Item Request Form

Hays County Commissioners' Court

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 modify the Constable Pct. 3 budget to cover a shortage in their Continuing Education line item.

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

PREFERRED MEETING DATE REQUESTED: August 3, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY: Constable Darrell Ayres

SPONSORED BY: Commissioner Will Conley

SUMMARY:

Constable Ayres is requesting to move funds from the following line items to his Continuing Ed line item (001-637-00-5551) to cover the expenses accrued during a civil process class taken by his assistant, Matt Farris:

Law Enforcement Supplies (001-637-00-5206) - \$152.76

Equipment Maintenance and Repair (001-637-00-5411) - \$86.56

Total: \$239.32 to line item 001-637-00-5551

Agenda Item Routing Form

DESCRIPTION OF Item: Modify the Constable Pct. 3 budget to cover a shortage in their Continuing Education line item.

PREFERRED MEETING DATE REQUESTED: August 3, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$239.32

LINE ITEM NUMBER: 152.76 from 001-637-00-5206 and \$86.56 from 001-637-00-5411 put in line item 001-637-00-5551

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 to authorize the County Judge to execute a Contract with VOTEC for Software and Services.

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

PREFERRED MEETING DATE REQUESTED: August 2, 2010

AMOUNT REQUIRED: \$18,250.00

LINE ITEM NUMBER OF FUNDS REQUIRED: Title 19 funds

REQUESTED BY: Cowan

SPONSORED BY: SUMTER

SUMMARY: This is for the purchase of electronic poll book software. Joyce Cowan has been preapproved for reimbursement from the Secretary of the State, Texas for purchase of this equipment.

VR Request for Purchase Approval to Use Chapter 19 Funds TAC 81.13Date: 07/07/10 County Name: Hays Voter Registrar's Name: Joyce A. G...County Fax Number: (512) 393-7315

Check one or all that apply to this request:

- ☐ Increase the number of registered voters in the State
- ☒ Maintain and report an accurate list of the number of registered voters
- ☒ Increase the efficiency of the voter registration office through the use of technological equipment

APPROVED
07-08-2010
KC

Introduction - PURPOSE FOR THE PURCHASEProduct Name/Number: Votec - VoteSafeAnticipated Cost: \$25,554.67**HOW WILL THE PURCHASE ENHANCE THE VOTER REGISTRATION PROCESS?**

Entire election database of voter registration at our polls and will reduce the paperwork

Activity/Process - WHAT PERCENTAGE OF TIME WILL THIS PURCHASE BE USED BY THE VR DEPARTMENT? PLEASE PROVIDE AN EXAMPLE AND OUTLINE BELOW**EXAMPLE OF VR USAGE:**

I see that this system will be used 100% on voter registration. Complete listing of voter registration files put on laptops will help reduce the calls to the VR office during the early voting periods and election day.

WHAT OTHER AREA'S WILL HAVE ACCESS AND USAGE OF THIS PRODUCT OR SERVICE?:

Will use at early/election day polling locations for qualifying voters

Conclusion - PROVIDE A DETAILED EXPLANATION OF PURCHASE AND WHY IT SHOULD BE CONSIDERED for the use of CHAPTER 19 FUNDS?

Purchase of electronic poll book software

Return to Elections Funds Management by :

- FAX: 512-475-2811 (no cover sheet needed)

- E-mail: elections@sos.state.tx.us OR

- Mail: P.O. BOX 12060, Austin, Texas 78711

FOR SOS APPROVAL ONLY

- ☐ Increase the number of registered voters in the State
- ☐ Maintain and report an accurate list of the number of registered voters
- ☐ Increase the efficiency of the voter registration office through the use of technological equipment

EFM Manager: _____/_____/_____

(Initial)

DATE

☐ Approved☐ Disapproved - _____



Contract for Software and Services

THIS CONTRACT, made this _____ day of _____, 2010 by and between Hays County, a political subdivision of the State of Texas, hereinafter referred to as COUNTY, and VOTEC CORPORATION, a corporation with a place of business in San Diego, California, hereinafter referred to as VENDOR.

WITNESSETH:

WHEREAS, in consideration of the covenants mutually exchanged, the parties desire to agree that the VENDOR shall provide Elections/Voter Registration licensed software and associated support services, and; WHEREAS, the parties desire to reduce this agreement to writing.

NOW THEREFORE, for the consideration hereinafter stated the parties to this agreement agree as follows:

SECTION I - VENDOR AGREES:

1. To install and train, in a professionally competent manner, the VoteSafe epollbook system modules:
 - VoteSafe will be installed in a mutually agreeable timeline to both the COUNTY and VENDOR. This application is projected to be installed and accepted prior to the November 2, 2010 General Election. VoteSafe will meet the specifications listed in Attachments I and II.
2. To appoint a VENDOR project coordinator to work with COUNTY throughout the implementation and acceptance process.
3. To adhere to COUNTY and State requirements for Elections in fulfilling contract services. The COUNTY will make standards available to the VENDOR.
4. To handle all information made available by COUNTY in a confidential manner and in strict accordance with laws and COUNTY procedures.
5. To meet state requirements for data exchange in support of HAVA mandates.
6. VENDOR agrees to deposit all VoteSafe software with Lincoln-Parry Escrow subject to the VOTEC escrow agreement with Lincoln-Parry. The VOTEC – Lincoln-Parry agreement is included for reference as exhibit F. Counties are added to escrow account when they become customers of VOTEC.
7. VENDOR will work with COUNTY to obtain all existing voter data and related data contained within TEAM (Texas Election Administration Management) system and in any format available to COUNTY from existing system. COUNTY will work with VENDOR to define all necessary terms.



CERTIFICATION OF COMPLIANCE WITH STATE CONTRACT

Contractor/VENDOR hereby certifies that this contract is within the parameters of Texas Department of Information Resources (TDIR) contract DIR-SDD-937 between TDIR and

VOTEC. Details of the VOTEC contract with TDIR can be found at the link below verified 10/6/2009.

<http://www.dir.state.tx.us/store/busops/go-direct/votec937.htm>

INDEMNIFICATION / HOLD HARMLESS

Contractor/VENDOR shall indemnify, defend and hold harmless COUNTY, all officials, agents and employees of COUNTY, from and against all claims arising out of or resulting from the performance of the contract. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Contractor/VENDOR obligation to indemnify, defend, and hold harmless includes any claim by Contractor/VENDOR agents, employees, representatives, or any subcontractor to its employees.

Contractor/VENDOR expressly agrees to indemnify, defend, and hold harmless COUNTY for any claim arising out of or incident to Contractor/VENDOR or any subcontractor's performance or failure to perform the contract. Contractor/VENDOR obligation to indemnify, defend, and hold harmless COUNTY shall not be eliminated or reduced by any actual or alleged concurrent negligence of the COUNTY or its agents, agencies, employees and officials.

SECTION II - COUNTY AGREES:

1. To pay VENDOR for a VEMACS Perpetual Software License, data conversion, installation, training, and First Year Maintenance and Support for documented competent services rendered and accepted by COUNTY.
 - a. VoteSafe license fees for 20 Field systems @ \$800 = \$16,000.
 - b. VoteSafe project management fee of \$2,250.
 - c. **Total first year payment** will be the sum a + b = **\$18,250.00**
 - d. Second year's per Field System maintenance and support fees will be \$180. Total for twenty (20) Field Systems is \$3,600.
 - e. **Total maintenance and support fee** will be **\$3,600.00.**
 - f. Support fees will be due and payable on the first and subsequent anniversaries of the date of first production use of the VOTESAFE system.
 - g. Support fees may be increased after second year. COUNTY will receive 60 days notice of any planned support fee increases.
2. To provide computer access and on-site working space to support VENDOR employees assigned under this agreement.
3. To appoint a COUNTY project manager to work with VENDOR throughout Term of contract.



County Project Manager:

Contact Information:

email:

4. To dedicate appropriate COUNTY personnel to the specification, installation, testing, training, and operation of the licensed software.
5. To adhere to the VENDOR's license agreement as shown in Attachment I.
6. To order, install, test, and maintain all hardware and operating system software including data backup software, with remote support provided by VENDOR – see Attachment III for minimum system requirements.
7. To promptly notify VENDOR of changes proposed or being made to the network hardware and/or software during the term of this Contract.
8. To review all data conversion reports and correct, or provide direction to the VENDOR as to how to handle any inconsistencies or apparent errors in the data.
9. To provide support for remote communications by the VENDOR with the network, including resolving technical communications problems occurring on site in the COUNTY. Access shall be under control of the COUNTY utilizing Webex supplied by VOTEC.
10. To provide system level access on the network to the VENDOR for system installation and testing. This includes "administrator" access in order to load Oracle software and Windows privileges for software/data file maintenance after installation.

SECTION III - BOTH PARTIES AGREE:

1. When providing the above-stated services for the COUNTY, it is expressly understood that VENDOR shall defend, indemnify, and hold harmless the COUNTY, and the officers and employees of the COUNTY from and against all losses, liability, damages, injuries, claims, demands, costs, and expenses arising out of and in connection with the performance of services.
2. With regard to establishing final specifications:
 - a. COUNTY shall certify that all requirements are consistent with COUNTY's understanding and application of all applicable laws.
3. In the event of a conflict between this agreement and the terms and conditions of the attached Appendices, the terms and conditions of this agreement shall govern.
4. With regard to system installation:
 - a. All hardware and all software provided by the COUNTY will be installed and tested before the VENDOR installs VENDOR provided software. VENDOR will provide remote support if necessary.
 - b. All operationally essential system modifications will be tested by the COUNTY, with converted COUNTY data, and determined to be functioning in accordance with specifications prior to using the VoteSafe software for daily operations.



- c. COUNTY will assist in the installation of the system by providing prompt responses to any hardware or communications problems that arise on site and by identifying any apparent inconsistencies between the installed system and the specified requirements.
 - d. TEAM (Texas Election Administration Management) voter registration database updates are included as part of the data conversion fee and ongoing support fees. These updates will be included prior to each election or when needed.
5. All standard software upgrades are included through the software support fees.

IN WITNESS WHEREOF, the parties executed this agreement on the day and year first written above.

HAYS COUNTY, TEXAS

Name and Title

Date

CONTRACTOR - VOTEC Corporation:

Name and Title

Date



ATTACHMENT I- SOFTWARE LICENSE AGREEMENT

Agreement dated this _____ day of _____, 2009, by and between HAYS County, hereinafter referred to as the LICENSEE, and VOTEC CORPORATION of San Diego, California, hereinafter referred to as LICENSOR, for the installation, training, and licensing of the following Software Systems, hereinafter referred to as LICENSED SYSTEMS, to LICENSEE under the terms and conditions contained herein. (Headings used in this Agreement are for the convenience of the reader and do not add meaning to the Agreement.)

1. LICENSED SOFTWARE SUB-SYSTEMS:

All screens, reports, and batch processes to support the mandated or otherwise agreed upon database functions of LICENSEE in the following areas:

- VoteSafe Management System
- VoteSafe Field System

Such programs as may be added to these systems from time to time.

2. INSTALLATION SITE AND COMPUTERS

LICENSED SYSTEM is licensed for use on computers operated by the LICENSEE Elections Administrator in support of elections within LICENSEE's jurisdiction.

3. LICENSE

LICENSOR agrees to grant, and LICENSEE agrees to accept, on the following terms and conditions, for valuable consideration the sufficiency of which is hereby acknowledged, a non-exclusive LICENSE to use the LICENSED SYSTEMS as set forth in this agreement.

4. SYSTEM REGISTRATION AND PROTECTION

LICENSEE agrees that the LICENSEE in the conduct of its business shall use the LICENSED SYSTEMS set forth hereinabove. The LICENSEE further agrees that all applicable LICENSOR copyrights and patent rights plus all LICENSOR copying protection, and security provisions will be strictly observed.

5. PROTECTION AND SECURITY

LICENSEE acknowledges that the LICENSED SYSTEMS constitute a valuable asset of the LICENSOR, and the LICENSOR has proprietary rights and interest in and to the Systems and that portions thereof are confidential. Accordingly, LICENSEE agrees as follows:

- a) LICENSEE may make a) Working copies of the System in machine-readable format for backup purposes and in accordance with LICENSEE's standard software backup policies only.
- b) LICENSEE agrees that it shall not make any copies of manuals, flow charts, or other related documents, or portions thereof, directly or indirectly, except for purposes of maintaining voter files and conducting elections within LICENSEE's jurisdiction.
- c) LICENSEE agrees not to reveal the Licensed System materials including manuals, flow charts, program code, and related materials to any other parties other than LICENSEE's



employees except as may be contractually stipulated in the event of catastrophic interruption of LICENSOR's business or as otherwise required by law.

6. PATENT AND COPYRIGHT INDEMNIFICATION

LICENSOR agrees to defend and hold LICENSEE harmless from any patent, trade secret, or copyright infringement claim arising out of LICENSEE's use of the LICENSED SYSTEM.

7. WARRANTY

LICENSOR warrants the product, as delivered, will perform in the manner described in the accompanying System Documentation for a period of one year after delivery.

LICENSOR warrants that the product, as delivered, supports the election management requirements mandated by the State of Texas and by the United States of America with the exception of State or Federal certification. Should certification be required in the future for the software licensed by COUNTY, COUNTY may be required to pay a pro rata share of certification related costs in order to continue using the software.

LICENSOR further agrees to make the product conform to any subsequent legal requirements for the State of Texas and of the United States of America within the one year term of the installation warranty at no additional charge with the exception of any mandates for certification imposed after the start date of this contract.

EXCEPT FOR THE FOREGOING, LICENSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED WITH RESPECT TO THE SYSTEM, AND WARRANTIES OF MERCHANTABILITY FOR ANY OTHER PURPOSES OR FITNESS FOR ANY OTHER PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED.

8. LIMITATION OF LIABILITY

LICENSOR shall not be liable for any loss or damage caused by LICENSEE employees, consequential or otherwise, occurring out of or in connection with the use or performance of the System. LICENSOR may license the System to other customers without any consideration or liability to LICENSEE whatsoever.

9. TERMINATION

This license is terminable by the LICENSOR at any time, with thirty (30) days written notice, if LICENSEE fails to comply with any of the terms, conditions or provisions of Section 5 (SYSTEM REGISTRATION AND PROTECTION) and Section 6 (PROTECTION AND SECURITY) of this License.

In the event of default by LICENSEE of any of the terms of Sections 5 or 6 of this Agreement and a subsequent termination by LICENSOR, the LICENSOR shall be entitled to immediate possession of the LICENSED SYSTEM and LICENSEE shall forthwith return all related documents, materials, data, copies of the System, and the like.



LICENSEE shall be allowed continued use of the LICENSED SYSTEM for up to 120 days after written notice in order to conclude work on elections whose election date is within the 90 days following written notice of termination.

10. GENERAL

Performance hereunder shall be construed and regulated in accordance with the laws of the State of Texas.

This Agreement is not assignable and any attempt to assign any rights, duties or obligations under this Agreement will be void.

These terms and conditions are severable and should any be deemed invalid, then only that provision shall fail and the remainder of the terms and conditions shall be of full force and effect.

All rights and remedies of the parties hereto, whether evidenced hereby or by any subsequent agreement, instrument or paper, shall be cumulative and may be exercised singularly or concurrently.

In the event either party shall on any occasion fail to perform any term of this Agreement and the other party shall not enforce that term, failure to enforce on that occasion shall not prevent enforcement on any other occasion.

11. ACCEPTANCE

IN WITNESS WHEREOF, the parties executed this agreement on the day and year first written above.

HAYS COUNTY, TEXAS

HAYS County Judge

DATE

CONTRACTOR - VOTEC Corporation:

Name and Title

Date



ATTACHMENT II- Functional Specifications

The following is a list of VoteSafe functions

This list is part of the VoteSafe software specifications for contractual purposes. All functions offered shall operate in a reliable and efficient manner when used according to VOTEC instructions. Screen shots may not be precisely appropriate to your jurisdiction.

Voter Check-in

- Lookup by name, state ID#, drivers license #
- Limit check-in to eligible status codes
- Print labels identifying voter precinct and ballot style
- Label reprint
- Same site, same day check-in removal to correct mistaken check-in
- Correction of check-ins on Management System at any time
- Track provisional voters
- Review list of checked-in voters on screen
- Copy check-ins to all Internet connected Field Systems for Early Voting and Super Precincts

Live Help

- Field System initiated instant message style communications with central office Management System
- Automatic reference of voter record currently on screen
- Tracking of messages by site and user
- Management initiated messages to individuals
- Management initiated messages to all Field Systems at a site, using a ballot style
- Archiving of all messages

Election Setup

- Import voter, polling place, ballot style, precinct, poll worker data from VEMACS or TEAM
- Enter data not available from Voter Registration system
- Verify consistency of data
- Produce JAR files for Field Systems

Reports

- Check-in statistics by site, Field System, date, and party
- Voter check-in lists by site, Field System, date, and party
- Logons by site and user

Exports

- Field Systems can export their check-in list and audit log if they were not running in connected mode. Management System can import these files
- Management System provides daily and final exports for TEAM
- Management System will export data to VEMACS where available

Archiving

- Archiving is automatic



ATTACHMENT III- VoteSafe Hardware specifications including required and suggested peripherals

Field System PC

- PC running Windows XP Pro or Windows 7 (with the latest Service Packs installed) (VoteSafe is not certified to run with Windows Vista)
- 1 GB main memory
- x86 CPU running at 1.5 GHz or above.
- 9 GB disk storage available for VoteSafe.
- 1024 x 768 minimum display resolution – higher resolution works well also.
- 4 USB ports preferred – used for printer(s), barcode scanner, magnetic stripe card swiper, thumb drive – optionally for network connection.
- Card slot or USB port for “air card”.

NOTE – slower PCs may run at an acceptable speed. Only testing will tell.

Label Printer

Used to print In-Person or Replacement Absentee Ballot Labels. Label printers attach to individual PC's. Printers have a small 4" x 8" footprint. Printer handles 1" or 2" high labels. Print quality is satisfactory for bar coding. We recommend the Brother QL-570 for ease of use in separating labels (automatic cutter) and label reloading. Dymo 400 and Turbo 400 printers have been used and will continue to be supported.

Bar Code Scanners (for cert/ID card scanning)

Any keyboard wedge scanner that works with County PC's should suffice. A major brand is Symbol. A 2008 model we recommend is LS2208-SR20001R-UR. This is a USB trigger operated scanner with cable and stand.

Magnetic Stripe Readers (for driver's license swipe)

The Magtek Mini Swipe Reader (USB) is recommended. Part numbers are 21040107 (white) and 21040108 (black).

Web Application Server (to support browser based modules – may be able to use database server for if network traffic is light)

- Pentium PC server running Windows XP or Windows 2003/2008 Server
- CPU – 2 GHz or greater
- 2 GB main memory (RAM)
- Network connection per customer standard
- 50 GB minimum hard disk space

AGREEMENT NO. № 7 2 2 1

SOFTWARE ESCROW AGREEMENT
Multi User Plan

BETWEEN:

Lincoln-Parry SoftEscrow, Inc.
400 Inverness Drive, South
Suite 200
Englewood, Colorado 80112

and

Votec Corporation
16980 Via Tazon
Suite 120
San Diego

(called the Escrow Agent)

(called the Licensor)

WHEREAS the Licensor carries on the business of licensing computer software and is desirous of making available severally to certain of its customers, each herein called the Licensee the benefits contemplated by this agreement, and;

WHEREAS the Licensor has granted or shall grant to the Licensee the right to use certain computer programs in object form and has agreed or shall agree to support the programs but wishes to maintain their confidentiality as trade secrets, and;

WHEREAS the Licensee is desirous of being assured that the source code, documentation and related materials for such programs will be made available to it for the purposes of self support if certain events named herein occur;

THEREFORE the parties agree as follows:

1. ESCROW MATERIALS

The computer programs to which this agreement applies are those named in the List of Escrow Programs. A program shall consist of the source code magnetically or optically stored, and such supporting documentation and related materials that are necessary for a reasonably competent programmer to routinely maintain and modify such programs. The programs shall be collectively referred to herein as the Software.

2. BENEFICIARIES

All Licensees of the Software shall separately become a beneficiary hereunder upon the filing by the Licensor with the Escrow Agent of a notification in the form described in Schedule C and shall have full standing under this agreement as though signed by each of the Licensees.

3. DELIVERY AND CERTIFICATION

The following procedure shall be adopted for the presentation and certification of the Software into escrow.

(a) Within 10 days after the signing of this agreement by both parties, the Escrow Agent shall supply to the Licensor a

standard sized container, which is capable of being sealed, and in which the Software shall be stored.

(b) The Licensor shall thereupon deposit the Software into the said container, identifying it by name and release number, and shall certify as to the authenticity of the contents in the sealed container on the form supplied by the Escrow Agent.

(c) The Licensor shall seal the container and shall deliver it to the Escrow Agent to hold in accordance with the terms of this agreement.

(d) The Licensor will deposit new releases into escrow, and upon the filing by the Licensor with the Escrow Agent of a Direction to Return or Destroy in the form described in Schedule E the Escrow Agent shall return earlier deposits to the Licensor or destroy the earlier deposits as directed.

(e) The Escrow Agent shall hold the container in its sealed state and shall not open, cause or permit it to be opened under any circumstances whatsoever except as may be permitted under this agreement or amendments thereto.

4. EVENTS CAUSING RELEASE

The Software shall be held in escrow by the Escrow Agent until the earliest of the following events:

(a) A cessation of the use of the Software by the Licensee and the termination or expiry of its program license agreement with the Licensor, or the termination or expiry caused or permitted by the Licensee of the Software maintenance and support services portion of the said program license agreement.

(b) A termination of this agreement by consent of the Licensor and Licensee, or the Licensee alone.

(c) The occurrence of any of the following events, and provided in all events that the Licensor has not made suitable alternate arrangements for the continued maintenance of the Software:

1. A petition in bankruptcy, or an assignment for the benefit of creditors of the Licensor is filed by the Licensor, or a third party against the Licensor and is not dismissed within thirty (30) days of its filing;

2. A cessation of normal business operations by the Licensor during the term of this agreement.

3. A failure or refusal by the Licensor to provide the Software maintenance and support services required of it under its program license agreement with the Licensee, which failure has been preceded by a notice in writing to the Licensor that its continued default would cause the Licensee to invoke its rights under this agreement fifteen (15) days after the date of the said notice.

5. RETURN TO THE LICENSOR

The Escrow Agent shall deliver the Software back to the Licensor if any of the events named in Section 4(a) or 4(b) occurs before any of the events named in Section 4(c), provided that a Termination Notice in the form set out in Schedule A and signed by the Licensor and Licensee has been delivered to the Escrow Agent along with the balance of any fees and charges that are due, and further provided that no other Licensee is a beneficiary under this agreement at the time. Where any materials lodged in escrow are to be returned by the Escrow Agent to the Licensor pursuant to the terms of this agreement, the Licensor shall select the method of delivery and the carrier, and shall bear the shipping cost.

6. RETURN TO LICENSEE

The Escrow Agent shall deliver the Software to the Licensee if any of the events named in Section 4(c) occurs before any of the events named in Sections 4(a) or 4(b), provided that the procedure set out below has been followed and the conditions met.

(a) The Licensee has delivered to the Escrow Agent a written request for the release of the Software, accompanied by a sworn affidavit from a senior officer of the Licensee stating the particulars of the reasons for its request with reference to the events named in Section 4 of this agreement.

(b) A copy of the request and affidavit have been delivered by the Escrow Agent to the Licensor in a timely manner, and the Licensor has received at least the notice period named in Section 4(c)(3).

(c) No dispute in writing has been received from the Licensor by the Escrow Agent within fifteen (15) days of the Licensor's receipt of the Licensee's request and affidavit.

(d) The Licensee has signed a non disclosure covenant in the form set out in Schedule B and delivered it to the Escrow Agent.

(e) All outstanding charges under this agreement have been paid to the Escrow Agent, and the Licensee has paid copying charges. The Licensee shall select the method of delivery and the carrier, and shall bear the shipping cost.

7. DISPUTES AND ARBITRATION

If the Licensor enters a dispute as contemplated by paragraph 6(c) then the procedure set out below shall be followed before the Software is delivered to the Licensee.

(a) The Licensor and Licensee shall within ten (10) days after the entering of a dispute name an arbitrator to decide whether the Licensee is entitled to receive the Software. If they are unable to agree upon the selection of an arbitrator then the Escrow Agent shall make the said selection.

(b) The arbitration shall otherwise be conducted in accordance with the Rules for the American Arbitration Association, and the Escrow Agent shall immediately upon the expiry of any appeal period carry out the decision of the arbitration.

(c) In addition to such other powers as may be conferred on the arbitrator under enabling legislation the arbitrator shall be empowered to decide whether an event described in Section 4 has occurred, whether all other conditions for release have been met, and to order or enjoin release. The arbitrator's decision shall be binding. The Escrow Agent shall act upon the decision of the arbitrator immediately after the expiry of any appeal period.

(d) The Licensor and Licensee shall each pay one half of the fees and charges of the arbitration.

8. VERIFICATION PROCEDURE

In order to verify the authenticity of the contents of any container deposited by the Licensor and being held in escrow the Licensee may at any time call for its inspection in the manner and subject to the conditions below:

(a) The Licensee shall notify the Licensor and the Escrow Agent in writing of its demand to inspect the contents of a container, and such notification shall be made at least thirty (30) days in advance of the date appointed for such inspection.

(b) The Escrow Agent shall appoint the location for such inspection.

(c) The Escrow Agent shall attend the appointment time and place and shall thereat produce the sealed container in question.

(d) The contents of the container shall be removed and inspected by the Licensee and a determination made as to whether they are as purported by the Licensor on its certificate.

(e) If the contents are determined to be as purported, they will be resealed and returned to the Escrow Agent to continue to hold in escrow. The Licensee shall pay all costs associated with the inspection, including machine time, operating personnel travel, food, lodging and a reasonable per diem fee for the attendance of all the parties attending at the inspection.

If the contents of the container are determined not to be as purported, then the Licensor shall pay all of the costs named above and shall also forthwith deliver to the Escrow Agent a copy of the authentic software as purported on the Licensor's certification, and the Licensee may first verify that the same are authentic.

9. DUTIES OF ESCROW AGENT

(a) The Escrow Agent shall store the sealed containers in a safe and secure location of its own choosing.

(b) The Licensor may direct the Escrow Agent to store the sealed containers in a location selected by the Licensor, in which event the Escrow Agent shall comply

with such direction provided that access to the location is under the Escrow Agent's control and that any additional cost incurred by the Escrow Agent in using the site are paid by the Licensor.

(c) The Licensor represents that the Software does not require any storage conditions other than office environment conditions. The Escrow Agent shall exercise reasonable judgment in the handling of the Software in event of a dispute and shall not be liable to either party except for grossly or deliberately negligent conduct.

10. FEES, CHARGES AND TERM

The Licensor shall pay to the Escrow Agent the following fees and charges:

(a) An annual fee of \$540.00 payable upon execution by the Licensor of this agreement and on each anniversary date thereafter unless earlier terminated by either party.

(b) This agreement shall continue thereafter on a yearly basis unless terminated by either party by giving the other at least thirty (30) days written notice prior to any anniversary date, and provided that all named beneficiaries have either ceased to hold a use license for the Software or have consented to the termination of this agreement.

(c) Respecting each issued standard size container in excess of one a fee of \$54.75 per year or part year payable on the anniversary date of this agreement.

(d) Respecting each notice in writing sent by the Escrow Agent a fee of \$27.25 payable on receipt of invoice.

(e) Respecting all expenses incurred by the Escrow Agent for media, copying, shipping or delivery, special storage requested by either the Licensor or Licensee a charge for such amounts disbursed due and payable on receipt of account.

(f) Respecting any attendance made by the Escrow Agent in carrying out its obligation under this agreement or related thereto, travel, lodging and legal representation expenses incurred if any plus the then current per diem attendance fee payable on receipt of invoice.

(g) The term of this agreement shall continue so long as any beneficiary has rights under it.

(h) The Escrow Agent may resign at the end of any year provided that it has delivered at least ninety (90) days prior written notice to the Licensor to find a replacement.

(i) The fees above shall be in force for a period of one year. Thereafter the Escrow Agent may alter the fees provided that any increase is part of a general fee increase.

11. DEFAULT IN PAYMENT

If the Licensor fails to pay any fee or charge on its due date, then the Escrow Agent may, after giving the Licensor and Licensee hereunder thirty (30) days prior written notice to make such payment, terminate this agreement and either destroy or return the escrow materials in its possession at the Escrow Agent's option. The remedies above do not exclude any other remedies that are otherwise available to the Escrow Agent. This notice shall be sent to the Contact and Address provided on the most recently dated Schedule C forms received by the Escrow Agent, and shall be conclusively deemed as having been received upon being sent.

12. INSPECTION

For the purpose of insuring that any sealed container delivered to and held by the Escrow Agent under this agreement remains in a sealed state, either the Licensor or the Licensee may at any time demand to inspect such container at the offices of the Escrow Agent, and the Escrow Agent shall produce such container on a timely basis for inspection.

13. NOTICES

Any notice required to be given in writing under this agreement shall be conclusively deemed to have been given and received when made at the sender's option by fax, email, first class post, courier

or prepaid certified or registered post, return receipt requested, to the respective, fax numbers, email addresses or street addresses appearing on Schedule D or to such other fax numbers, email address or street addresses as the parties may from time to time direct.

14. TITLE

Title to the Software shall remain in the Licensor either in its own right or as agent for the owner. The Escrow Agent shall have title to the physical storage medium but not to the Software residing on it.

15. GOVERNING LAW

This agreement shall be governed in accordance with the laws of the State of TEXAS without giving effect to its conflict of laws provisions.

16. ENUREMENT

This agreement shall be binding upon and enure to the benefit of parties and the beneficiaries named by the Licensor and the assignees of each of them. This agreement may not be assigned by the Escrow Agent without the prior written consent of the Licensor.

17. GENERAL

The Escrow Agent may rely on all documents, notices and communications on their face, and is not required to make further inquiry into their authenticity or the veracity of their contents.

END OF TERMS AND CONDITIONS

IN WITNESS WHEREOF the parties have by their representatives so authorized executed this agreement to go into force on the date below first mentioned.

ESCROW AGENT:
Lincoln-Parry SoftEscrow, Inc.


Authorized Representative

Andrew Poon
Name

TRUST DEED
Title

March 26/02
Date

LICENSOR:
VOTEC Corporation


Representative

Bill Bilyeu
Name

President
Title

March 22, 2002
Date

LIST OF ESCROW PROGRAMS

No.	Program Name	Description	Release No.
1	VEMACS	VOTEC Election Management and Compliance System	5.5
2			
3			
4			
5			
6			
7			

* The Licensor shall deposit updates, if any, to the Software above-listed not less frequently than annually, and such updates shall be considered as included in the Software.

SCHEDULE C - NOTIFICATION

TO: Lincoln-Parry SoftEscrow, Inc.
400 Inverness Drive, South
Suite 200
Englewood, Colorado 80112
Central Fax: 613-839-1362

BE INFORMED THAT THE FOLLOWING

Cuyahoga County, Ohio (Cleveland)
Michael Coletta, Election IS Director
2925 Euclid Avenue
Cleveland OH 44115
216-443-6557

Clark County, Nevada
Larry Lomax, Registrar of Voters
P.O. Box 551761
Las Vegas NV 89155-1761
702-455-2869

Collin County, Texas
Sharon Rowe, Elections Administrator
920 East Park Blvd - Suite 120
Plano TX 75074
972-633-3210

Guilford County, North Carolina
George Gilbert, Elections Director
301 West Market Street
Greensboro, NC 27401
336-373-3836

Chester County, Pennsylvania
Linda Cummings, Director
601 Westtown Road – Suite 150
West Chester PA 19382
610-344-6410

St. Louis County, Missouri
Judy Taylor, Director
12 Sunnen Drive
St. Louis MO 63143
314-951-0100

Fort Bend County, Texas
David Beirne, Elections Administrator
4520 Reading Road – Suite A
Rosenberg TX 77471
281-341-8670

Denton County, Texas

Don Alexander, Elections Administrator
401 West Hickory Street - Suite 125
Denton TX 76201-9026
940-565-8514

McLennan County, Texas
Kathy E. Van Wolfe, Elections Administrator
County Records Building
214 North 4th Street, Suite 300
Waco TX 76701
254-757-5043

Skagit County, Washington
Norma Hickok-Brummett, Auditor
700 South 2nd Street, Room 201
Mt. Vernon WA 98273
360-336-9411

Jackson County, Missouri
Charlene Davis, Director
Independence Square Court House
Independence, MO 64051
816-521-4600

San Luis Obispo County, California
Julie Rodewald, Registrar of Voters
1144 Monterey Street
San Luis Obispo, CA 93408
805-781-5144

Guadalupe County, Texas
J.R. Perez, Elections Administrator
307 W. Court St.
Seguin TX 78155
830-303-6363

Larimer County, Colorado
Jan Kuehn, Deputy for Elections
200 W. Oak Street
Fort Collins, CO 80521
970-498-7859

Douglas County, Colorado
John Green, Deputy County Clerk
301 N. Wilcox St
Castle Rock CO 80104
(303) 663-7643

Weld County
Randy Propp, Deputy County Clerk
1402 17th Avenue
Greeley CO 80631-9563
970-304-6525

Harris County Clerk, Texas
John German, Deputy IT Director

P.O. Box 1525
Houston TX 77251-1525
713-755-5792

Adams County
Carol Snyder, Clerk and Recorder
450 South 4th Avenue
Brighton CO 80601
303-654-6025

Eagle County, Colorado
Damon Baillie, Deputy for Elections
P.O. Box 537
Eagle CO 81631
970-328-8715

Ector County, Texas
Sharon Wilson, Elections Administrator
P.O. Box 11149
Odessa TX 79760-8149
915-498-4030

Arapahoe County, Colorado
Tracy Baker, Clerk and Recorder
5334 South Prince Street
Littleton, Colorado 80166-0001
303-795-4511

City and County of Broomfield, Colorado
Russ Ragsdale, Clerk and Recorder
One DesCombes Dr.
Broomfield CO 80020-2495

Jefferson County, Colorado
Gary Vande Stouwe, Office of the Clerk and Recorder
100 Jefferson County Pkwy
Golden Co 80419
303-271-8169

El Paso County, Colorado
J. Patrick Kelly, Clerk and Recorder
2200 S. Cascade Avenue
Colorado Springs, CO 80903
(719) 520-6216

have become licensed users of those programs included in the Software described or otherwise included in Software Escrow Agreement No. 7221 and bearing date _____ between you and VOTEC Corporation (Licensor) which are listed below and as such become entitled to the rights of a beneficiaries there- under upon filing of this Notification with the Escrow Agent. The Licensee's rights under this Agreement shall relate to the Software in those container(s) held by the Escrow Agent for which the Licensee has a valid license agreement that is not in arrears or otherwise in default, at such time as those rights are exercised.

Programs of the software licensed by the Licensee:

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 award IFB #2010-B15 for the Winter's Mill Parkway Trail to Myers Concrete Construction, LP, in the amount of \$367,417.20, and authorize the County Judge to sign contract documents.

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

PREFERRED MEETING DATE REQUESTED: August 3, 2010

AMOUNT REQUIRED: \$367,417.20 – TxDOT Funds 80%; County Funds 20%

LINE ITEM NUMBER OF FUNDS REQUIRED: 020-710-99-048.5611 / 145-813-97-048.5611

REQUESTED BY: Hauff/Maiorka

SPONSORED BY: Conley

SUMMARY:

On March 30, 2010 the Commissioners Court authorized Purchasing to advertise for bids for the Winter's Mill/Blue Hole Loop Trail project. Bids were received on June 28, 2010 with ten firms responding. The low bidder was Myers Concrete Construction, LP with a bid of \$367,417.20. The bid has been reviewed by both the engineering firm for the project and the Texas Department of Transportation (TxDOT), and is within the budget allocated. It is recommended that the project be awarded to this firm.

This project is funded in part through an Advance Funding Agreement with TxDOT, which will provide 80% of the project costs. The remainder will consist of County matching funds.

Agenda Item Routing Form

DESCRIPTION OF Item: Award IFB #2010-B15 for the Winter's Mill Parkway Trail to Myers Concrete Construction, LP, in the amount of \$367,417.20, and authorize the County Judge to sign contract documents.

PREFERRED MEETING DATE REQUESTED: August 3, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$367,417.20 – TxDOT Funds 80%; County Funds 20%

LINE ITEM NUMBER: 020-710-99-048.5611 - 145-813-97-048.5611

COUNTY PURCHASING GUIDELINES FOLLOWED: Yes

PAYMENT TERMS ACCEPTABLE: Yes

COMMENTS: This will require a budget amendment.

Bill Herzog

SPECIAL COUNSEL

Typically Requires 9 Business Day Review

CONTRACT TERMS ACCEPTABLE: _____

COMMENTS:

COMMISSIONERS' COURT

APPROVED/DISAPPROVED AND DATE: _____

COUNTY JUDGE

Signature Required if Approved

DATE CONTRACT SIGNED: _____



June 29, 2010

Mr. Jeff Hauff
Grants Administrator
Hays County
111 E. San Antonio St, Suite 303
San Marcos, TX 78666

Re: Winter's Mill Parkway Trail, Hays County IFB #2010-B15,
TXDOT CSJ 0914-33-054
June 28, 2010 Bid Opening Recommendations

Dear Mr. Hauff:

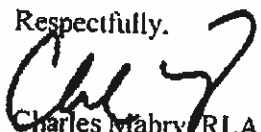
On June 28, 2010 Hays County received ten contractor bids in association with Hays County Winter's Mill Parkway Trail.

The apparent low bidder was Myers Concrete Construction, LP based out of Wimberley, Texas with a total base bid of \$367,417.20.

Upon review of the bids and based on Land Design Partners' familiarity with the contractor, we recommend that the County award a contract to Myers Concrete Construction, LP for the Hays County Winter's Mill Parkway Trail.

Please give us a call if you have any questions or comments.

Respectfully,


Charles Mabry, RLA
Associate

CM/kd

Land Design Partners, Inc.
221 West Sixth Street, Suite 200
Austin, Texas 78701
Ph 512.327.5006 Fax 512.328.1251

LANDSCAPE ARCHITECTS



**Hays County - Winter's Mill Parkway Trail
 Bid Tabulation
 06/28/2010, 2:00pm**

Contractor	Addendum Acknowledgement	Bid Surety Included	Base Bid
Myers Concrete Construction, LP	1,2,3	Yes	\$367,417.20
Harris Road Company, Inc.	1,2,3	Yes	\$377,959.35
MAC, Inc.	1,2,3	Yes	\$447,355.00
Lowden Excavating, Inc.	1,2,3	Yes	\$448,108.02
KIVA, Inc.	1,2,3	Yes	\$465,978.00
Smith Contracting Co., Inc.	1,2,3	Yes	\$488,776.40
Cravens Services, Inc.	1,2,3	Yes	\$547,676.95
Fuquay, Inc.	1,2,3	Yes	\$555,519.00
Muniz Concrete & Contracting, Inc.	1,2,3	Yes	\$718,854.61
Austin Engineering Co., Inc.	1,2,3	Yes	\$730,000.00



Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512)832-7000
July 22, 2010

Jeff Hauff
Grants Administrator
111 E. San Antonio St., Ste. 300
San Marcos, TX 78666

RE: TxDOT Concurrence with Award
CSJ 0914-33-054
Winters Mill Parkway Trail

Dear Mr. Hauff:

Please find attached a copy of TxDOT's Concurrence with Award for the bid opening on the above referenced project. The document authorizes Hays County to proceed with contract execution with Myers Concrete Construction.

Mr. Tracy Cooper, District Construction Office, will be responsible for the oversight on this project and may be contacted at 832-7111. He will serve as the primary contact during the construction phase and will provide periodic inspection as required to meet Federal requirements. Please contact him for attendance at the pre-construction conference. Mr. Don Nyland, TxDOT South Austin Area Engineer, will also be available.

Hays County billing statements requesting reimbursement should be submitted directly to this office with appropriate documentation which details the work completed. The attached Certification form must be submitted with each billing statement. I will handle the processing of the billing statements and will also be available to assist with answering any questions concerning the project.

The County should keep TxDOT updated of changes in the project status to allow for any necessary coordination. The County must submit any modifications made to the contract by Change Order to TxDOT for approval prior to execution. This requirement is necessary to ensure the modifications are in compliance with Federal regulations.

If you have any questions or need assistance, please contact me at 832-7392.

Sincerely,

Danette R. Palenske
Austin District Design

Attachments
cc: Don Nyland, P.E.
Tracy Cooper

An Equal Opportunity Employer



MEMORANDUM

RECEIVED BY
JUL 19 2010
DISTRICT OPERATIONS

TO:

David B. Casteel, P.E.

DATE: July 9, 2010

FROM:

Russel W. Lenz, P.E. *RL*

SUBJECT: Award of Local Let Project

County: Hays

Control: 0914-33-054

Project: STP 2008(385)

Highway: Blue Hole Loop - Hays County

2010 JUL 20 PM 5:13

RECEIVED
CONSTRUCTION DIVISION

The above referenced project has been reviewed. Hays County and the Austin District recommend awarding the contract to Myers Concrete Construction. The total amount of the bid was \$367,417.20, which is 42.22% under the Engineer's total estimate of \$636,000.00. The Federal funds for this project are capped at \$558,883.60. Hays County is responsible for any overruns.

There were no add/delete alternates in this project.

Attached is the "State Letter of Authority for Locally Let Projects" indicating clearance for the following:

- Environmental
- Right-of-way
- Utility adjustments
- Re-location assistance
- Encroachments

We request your concurrence in the award of this project. If you have any questions, please do not hesitate to call Scott Nichols at (512) 416-2491.

*Concur
D. M. Lenz
7/19/10*

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 provide direction to staff and the citizen Parks and Open Space Advisory Board regarding criteria and process for recreation-focused projects in lieu of remaining dollars in 2007 Parks and Open Space bond funds.

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

PREFERRED MEETING DATE REQUESTED: August 3, 2010

AMOUNT REQUIRED:

LINE ITEM NUMBER OF FUNDS REQUIRED:

REQUESTED BY:

SPONSORED BY: Ford

SUMMARY:

In the court's discussion on Sept 15, 2009, it was agreed to move forward with call for projects for conservation land acquisition, but to postpone finalizing the recreation criteria, application and a specific call for recreational projects. The DRAFT criteria and application that were in the 9/15/09 agenda backup are included here again for discussion.

Further, the court needs to discuss process when a previously funded project changes scope or cannot fulfill the terms agreed upon when the project was originally scored by CPAT and grant made by the court.

**Hays County
Parks and Recreation Criteria
Guidelines for Project Evaluation**

1. Recipient will provide matching funds (match must be at least 1:1 to submit):
 - (a). Matching funds equal to or greater than 3 to 1 ratio: _____ (10 pts.)
 - (b). Matching funds equal to or greater than 2 to 1 ratio: _____ (5 pts.)
 - (c). Matching funds equal to or greater than 1.5 to 1 ratio: _____ (2 pts.)
2. Project is a priority in an approved Parks and Open Space Master Plan:
 - (a). Project includes High Priority facilities listed in the current Hays County Parks and Open Space Master Plan; _____ (10 pts.)
 - (b). Project includes Moderate Priority facilities listed in the current Hays County Parks and Open Space Master Plan; _____ (5 pts.)
 - (c). Project includes Low Priority facilities listed in the current Hays County Parks and Open Space Master Plan; _____ (2 pts.)
 - (d). or Project includes High Priority facilities or projects from a locally adopted Parks and Open Space Master Plan, if within that jurisdiction. _____ (5 pts.)
3. Recipient can demonstrate the ability to complete the proposed land acquisition or improvements within three years: _____ (up to 5 pts.)
4. Recipient can demonstrate the ability for the continued operation and maintenance of the property and/or improvements: _____ (up to 5 pts.)
5. Site will be open for general public use during normal hours of operation. _____ (up to 10 pts.)
6. Recipient can demonstrate that a variety of users will be accommodated by the project facilities:
 - (a). Project will be accessible to the greatest extent practical to those with mobility impairments;
 - (b). Accommodates various age groups;
 - (c). Provides for culturally diverse users;
 - (d). Opportunities for low income citizens._____ (up to 10 pts.)
7. Project will provide for environmentally responsible development.
 - (a). Use of native plants
 - (b). Limits impervious cover
 - (c). Incorporates current landscape
 - (d). Controls invasive non-native plants
 - (e). Employs water conservation methods_____ (up to 10 pts.)

8. Project provides for the re-use or renovation of existing facilities.
_____ (up to 10 pts.)
9. Funds will be used for construction of direct recreational improvements rather than infrastructure or design fees.
_____ (up to 15 pts.)
10. Project creates new recreational opportunities in the jurisdiction or intended service area or meets a demonstrated need for additional services.
_____ (up to 15 pts.)

Hays County

Application for Recreational Project Funding

In 2007 voters in Hays County approved Proposition 2 which authorized the County to sell bonds to fund "...Parks, Natural Areas, Open Space, and Related Projects, and the Preservation of Water Quality, Aquifer Recharge Areas, and Wildlife Habitat..." Numerous projects addressing recreational needs in the County have already been funded with bond monies, and the purpose of this application is to allocate remaining funds set aside for recreational projects (approximately \$600,000) on a competitive basis for projects within the County.

Applicants may request up to \$200,000 for project funding, and must agree to match the amount requested on at least at 1:1 basis, with the match secured within one year of funding award. Applicants must allow general public use of facilities constructed with County funds, and must have legal control of the land where improvements will be made. The project must be completed within 3 years of funding award and an agreement will be executed between the County and the successful applicants agreeing to the terms of the funding.

Please complete the attached application and submit to the following:

Jeff Hauff
Hays County Grants Dept.
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

Questions may be directed to the above at 512-393-2211. Applications are due by 5:00 p.m. on November 16, 2009

Hays County
Recreation Project Application Form

1. Project Title: _____
2. Applicant: _____
3. Contact Information:
Name: _____ Title: _____
Address: _____
Phone: _____ E-Mail: _____
4. Project Description - include a narrative describing project and elements to be constructed with grant funds:
5. Project Location - describe the project area, including environmental setting and features - provide a map showing project location and a site plan highlighting those elements for which you are requesting funding:
6. Project Budget - provide a line item budget for those improvements/facilities for which you are requesting funding, and also show budget for other improvements or costs associated with the project:
7. Describe elements of your project that incorporate environmentally responsible development, such as use of native plants, limitations of imperious cover, use of existing landscape, water conservation measures, etc.:
8. Describe expected users or user groups and proposed accommodation of those with mobility or other impairments, those with low incomes, and minority populations:
9. Describe any element or facilities in your project that are considered to be priorities in the Hays County Parks and Open Space Master Plan, or a priority in a locally adopted Parks and Open Space Master Plan that includes your project area – cite the document:
10. Describe matching funds or in-kind services to be dedicated to the project, including specific amount and source (match must be at least a 1:1 applicant /funding request ratio for the application to be considered):

11. Describe any re-use or renovation activities planned, if your project involves an existing park area:
12. Describe how your project creates new recreational opportunities or meets a demonstrated need for additional services in the jurisdiction or intended service area:
13. Describe your ability to provide for continued operations and maintenance of the facility:
14. Describe your plan to make the property available for general public use:
15. Provide a commitment that the applicant can complete the acquisition or development within 3 years of receiving a funding award:

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM: Presentation by Zara Environmental regarding the Hays County Karst Invertebrate study and report.

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

PREFERRED MEETING DATE REQUESTED: August 3, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Hauff

SPONSORED BY: Ford

SUMMARY:

On December 16, 2008, the Commissioners Court accepted a grant award from the Texas Parks and Wildlife Department (TPWD) for a U.S. Fish & Wildlife Service, Cooperative Endangered Species Conservation Fund (Section 6 Traditional) grant in the amount of \$54,063 for a karst invertebrate study in Hays County, with a County match of \$18,021. Further action by the Commissioners Court on December 23, 2008 authorized the County Judge to execute the Interlocal Agreement with TPWD for the grant funds. On January 27, 2009 the Court authorized a contract with Zara Environmental LLC to conduct the study.

The study has been completed and a draft report prepared for the County's review. A copy of the report is included as backup material and a representative of Zara Environmental will present a brief overview of the study and results. The grant agreement with the TPWD expires on August 31, 2010 (original term was extended per Court action on October 6, 2009) and the final report of results is due by this date.

**Management Units for Karst Biota: an Exploration of
Methods in Hays County, Texas.**



Cave entrance in Hays County

Prepared for
County of Hays, Texas

15-July-2010

Abstract

The objective of this study is to explore a variety of methods for designating management units (or subdivisions of ranges used for recovery planning purposes) for cave species. The distribution of 45 rare karst species was determined throughout Hays County by sampling caves and examining historical locality data. We performed analyses of endemism using three methods, Parsimony Analysis of Endemism, NDM, and the Veni Endemism Index. These results demonstrated a high degree of endemism located around San Marcos Springs. Hydrogeologic evaluations of cave and spring localities within the geological context aided mapping habitat continuity across the county. Multiple iterative maps were prepared based on published karst terrane datasets to evaluate alternative areas for karst species management units. Multiple techniques for evaluation of biological spatial data within these areas are proposed, and the pros and cons of each are discussed.

Introduction

Hays County lies within the Edwards Plateau ecoregion of central Texas, an area characterized by karst topography and underground drainage that supports many endemic and unique aquatic and terrestrial faunal assemblages (Bowles and Arsuffi 1993). Compared to surface species, cave-adapted fauna generally have small geographic ranges and high levels of endemism, making them biogeographically distinct (Culver and Holsinger 1992, Christman et al. 2005). Sixteen terrestrial karst invertebrates in this ecoregion are federally listed as threatened or endangered species, with several known from only one locality (Campbell 2003, USFWS 2004). Six aquatic species (known from springs and caves) are federally listed as threatened or endangered species, two of these are only known from one locality (Chippendale et al. 1998, USFWS 2007 cite). One site, an artesian spring in Hays County, has eleven endemic species documented, representing 40 percent of all species sampled there (Culver and Sket 2000). A total of five species listed as threatened or endangered in Hays County.

The purpose of identifying areas of endemism (and subsequent management units) for rare and endangered karst species in central Texas is to delineate recovery regions (USFWS 1994 and 2008). Recovery regions dictate the geographic spread of numbers of individuals or populations needed to delist or downlist a species. They are also used in determinations of jeopardy that impact the outcome of Endangered Species Act permitting. In many cases the purchase of conservation land is also dictated by recovery regions, with the goal of preserving populations of species across their known range. An area of endemism is almost always one of high conservation priority due to the presence of many narrowly ranged species that are typically restricted to such areas (Stattersfield et al. 1998, Margules and Sarkar 2007).

The U.S. Fish and Wildlife Service (USFWS) established management units, also called karst fauna regions, for the federally-listed karst invertebrates in Travis, Williamson and Bexar counties (USFWS 1994 and 2008). These karst faunal regions were created using a mix of data on habitat continuity, karst fauna endemism, and species ranges (Veni 1992, 1994, and 2002). Habitat continuity was evaluated by examining geologic controls on cave development, and included detailed analyses of specific cave morphology in relation to probable vicariant mechanisms for cave adapted species. Vicariant mechanisms include faulting and river downcutting, which isolate blocks of rock formations that contain caves. Degrees of endemism and species ranges were mapped onto those habitat blocks *post hoc*. This approach provides a way of estimating the potential for communication among modern species populations while also identifying limits to faunal assemblages across a region.

Various authors have also used genetic data to show patterns of population connectedness in cave adapted species in central Texas. Paquin and Hedin (2004) examine morphologic and genetic (mtDNA) data of *Cicurina* spiders, and show relative changes in populations between designated karst fauna regions (KFRs). White (2006) uses gene data in this group to support hypotheses regarding hydrogeologic history of the region, and suggests that KFRs do not reflect the biogeographic history of this taxon. Krejca (2005) tests *a priori* hydrogeologic hypotheses against gene trees (mtDNA) for two genera of aquifer adapted isopods, and finds that patterns of relatedness follow the different origin (freshwater vs. marine) of each taxon. Lucas (2008) gathered both mtDNA and nuclear DNA in *Eurycea* salamanders and performed analyses that indicated complete isolation of the populations, therefore recommended that each population be considered a distinct management unit. Each of these studies supports gene trees and relationship networks that can be mapped to create management units.

In this paper, similar methods approved by USFWS are used for drawing karst fauna regions (Veni 1992, 1994 and 2002). We also examine different methods for performing endemism analyses, including PAE - Parsimony Analysis of Endemism and NDM (Rose 1988, Szumik and Goloboff 2004), and discuss the results of each method in regards to efficacy in endangered species management.

Background

Hays County Geology

The geology of Hays County is spatially variable, ranging from younger clastic rocks in the southeastern portion of the county to progressively older carbonate rocks towards the northwest. The ages of these rocks exposed on the surface from youngest to oldest are: Quaternary alluvial deposits found in river and creek valley bottoms (Leona Gravel Fm., Onion Creek Marl, and various alluvial members); Late Cretaceous clay/shale (Navarro Group); Late Cretaceous chalk, limestone and marl (Pecan Gap Chalk, Austin Chalk); Mid Cretaceous limestone and marl (Eagle Ford Formation, Buda Limestone, Del Rio Clay); Early Cretaceous limestone of the Edwards Group (Georgetown Limestone, Person Formation, Kainer Formation, Fort Terrett Limestone); Early Cretaceous limestone and sandstone of the Trinity Group (Upper Glen Rose Limestone, Lower Glen Rose Limestone, Cow Creek Limestone, Hensell Sand). The geologic map for Hays County shows the spatial distribution of rock types and formations in the county (Figure 1). Detailed mapping of Edwards Group formations and members was performed by Hanson and Small (1995), and mapped units from other lithologies come from the Geologic Atlas of Texas (TNRIS 2010) These units from different ages have been juxtaposed to each other by Miocene faulting of the Balcones Fault Zone.

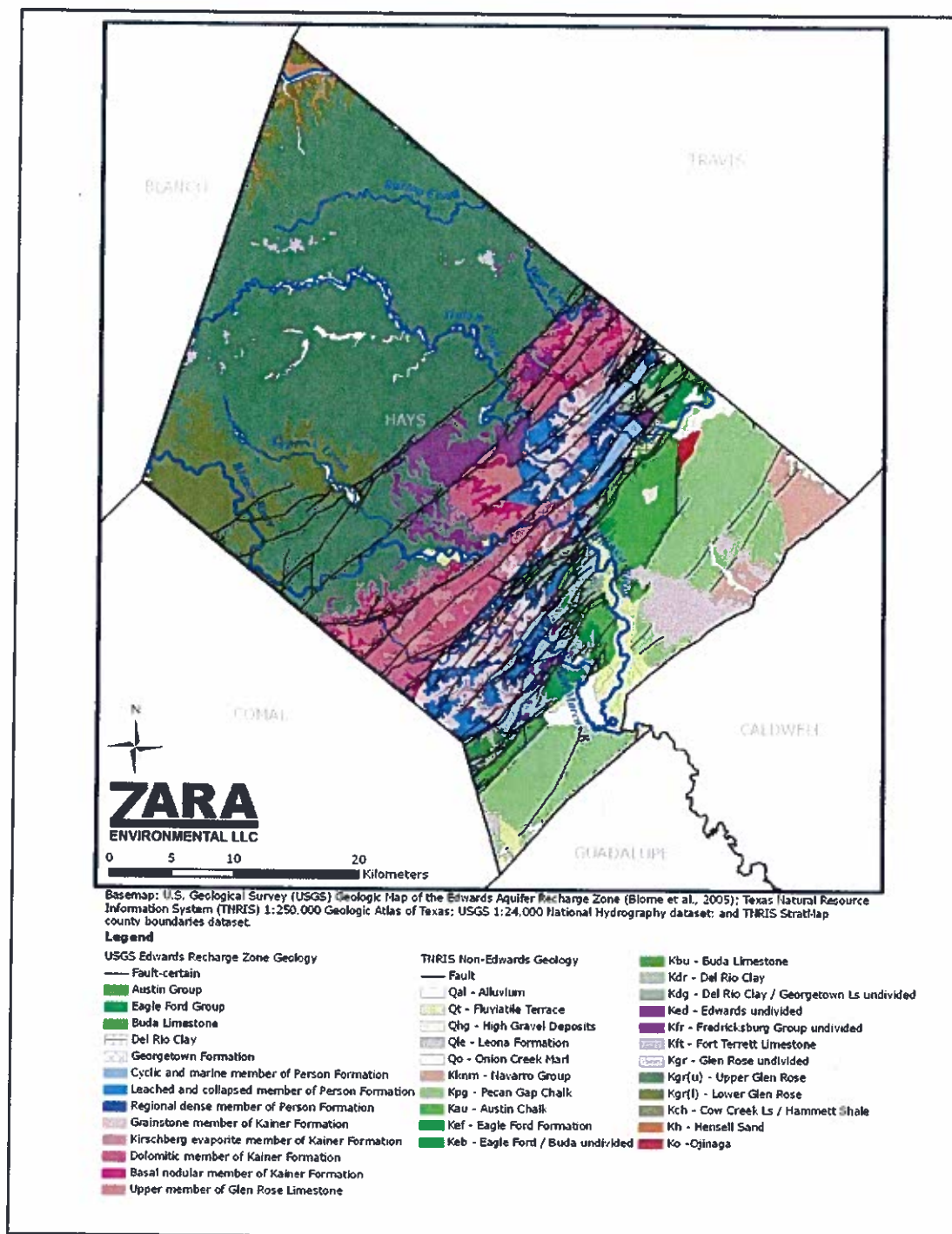
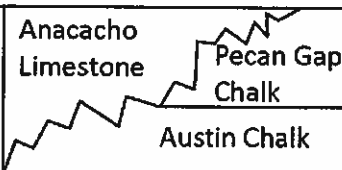


Figure 1. Geologic map of Hays County.

Stratigraphic Units				Hydrogeologic Units		
Upper Cretaceous			Upper Confining Units			
Lower Cretaceous	Georgetown Formation		Edwards Aquifer			
	Edwards Group	Person Formation				Cyclic and marine members, undivided
						Leached member
						Collapsed member
						Regional dense member
	Kainer Formation	Grainstone member				
		Kirschberg evaporite member				
		Dolomitic member				
		Basal nodular member				
	Glen Rose Limestone		Upper member of the Glen Rose Limestone	Trinity Aquifer	Upper Zone	
	Lower member of the Glen Rose Limestone	Middle Zone				

adapted from Lindgren et. al. (2004)

Figure 2. Stratigraphic column for Hays County geologic units showing hydrogeologic units relative to the Edwards Aquifer.

Regional Geologic History

The pre-Cretaceous geologic history includes deposition of about 5,000 feet of Paleozoic carbonates, sandstone, and shale during the Early Cambrian (Flawn 1956). These sedimentary rocks were intensely uplifted, faulted and folded during the Ouachita orogeny peaking in the Late Pennsylvanian through Early Permian. A wide, shallow sea formed in a basin within the region and was eventually uplifted and aerially exposed by the end of the Paleozoic Era. During the Triassic and Jurassic Periods, most of central and west Texas was exposed to erosion as the Llano uplift created a topographic high in central Texas. The surrounding basin filled with Triassic red beds of the Dockum Group. By the end of the Jurassic, a large sea prograded westward and eventually covered most of central and much of west Texas.

The primary karstic geologic units in the area are Cretaceous age limestone, and include Lower Cretaceous (Glen Rose Limestone, Edwards Group) and Upper Cretaceous (Del Rio Clay, Buda Limestone, Eagle Ford Group, Austin Chalk) and are shown in Figures 1 and 2. These carbonate rocks were deposited in a series of cycles where shallow oceans covered the region then regressed seaward (southeast) and prograded back to submerge the area. Thick sequences of limestone formed as a result of this process, and provide the primary framework for present day aquifers.

In the early Cenozoic time, these rocks were heavily faulted as the ancestral Gulf of Mexico to the southeast subsided. This high angle normal faulting produced as much as 365 meters of vertical displacement in the area now referred to as the Balcones Fault Zone (BFZ). The BFZ is defined by Cretaceous carbonates dissected by this network of faults and related fractures, including series of ramp-like structural features interconnected with major faults that strike generally east-northeast. Bedding on the downthrown fault blocks exhibits a steeper southeastward dip relative to the upthrown fault blocks of the Hill Country region (Marclay and Small 1986).

The BFZ is the principal structural geologic feature in the Plan Area, and has a great influence on groundwater flow. Fracture planes can act as conduits for or barriers to groundwater movement, depending on the amount of offset, stratigraphic juxtaposition, and post-tectonic erosional and dissolutional processes. The contact between the Hill Country and the Balcones Fault Zone was determined structurally from the up-dip edge of major faults juxtaposing older Trinity Group rocks against younger Edwards Group rocks (Barker et al. 1994). Development of secondary porosity along fault planes heavily influenced the diagenetic processes occurring throughout the Cenozoic and into the Quaternary, including extensive karstification.

In areas of streams and rivers there has been some deposition of alluvial deposits, mostly silt, sand, and gravel that thinly cover the eroded limestone surface. A more detailed explanation of the regional geologic history can be found in Rose (1972), Madlay and Small (1986), and Barker et al. (1994), as well as many others.

Karstification

Karst occurs in soluble rock, primarily limestone, which covers all but the southeastern portion of Hays County. Not all limestone is heavily karstified in the county. In 2008, Zara Environmental LLC looked at the distribution of known karst features relative to bedrock geology in order to designate five types of bedrock outcrop where karst features are likely to form. These outcrops are referred to as karst terranes and are, from youngest to oldest, the Buda limestone, the main outcrop of the Edwards Aquifer (Georgetown, Person and

Kainer formations), outliers of the Edwards Group (Fort Terrett Limestone) that are geographically isolated from other outcrops of Edwards Group limestone, the lower member of the Glen Rose Formation, and the Cow Creek Limestone. During this study we targeted these karst terranes for biological surveys and compared collection data to hydrogeological features present throughout. These efforts resulted in the delineation of five Hays County KFRs.

Karst Fauna Regions

Following analysis of the topographic, geologic, hydrologic and biologic data reviewed for Hays County, we delineated five KFRs. The karst terranes published in the Hays County Habitat Conservation Plan (HCP) (Zara Environmental 2008) provided the geologic framework to compare to independent analyses of karst species distribution.

Species Distributions

The list of 45 Hays County rare species used for this study was compiled using a variety of sources, including the database of karst invertebrates in the Texas Memorial Museum (maintained by James Reddell) as the foundation for species range data. Additionally, we conducted interviews and obtained reports as described in the earlier document by Zara (2008). We omitted cave species known to occur widely throughout the region, for example *Cambala speobia* millipedes and *Brackenridgia cavernarum* isopods. While these species are important for the cave community, their lack of differentiation at the scale of a single county makes them less useful for creating management units at this local level.

Parsimony Analysis of Endemism (PAE) and NDM Analyses

Parsimony analysis is widely used in phylogenetic studies, but can also be used to delimit areas of endemism within a region (Morrone et. al 1999, Garcia-Barros 2002 et al., Sigrist and Barros de Carvalho 2008). The parsimony analysis of endemism (PAE), originally proposed by Rosen (1988), is a biogeographical tool that aims to classify areas by the most parsimonious solution based on the shared presence of taxa. Morrone implemented a tractable user-friendly algorithm into publicly available software (1994). His method subdivides a region into a square grid and uses a cladistic analysis to categorize the grid cells into a cluster based on their shared taxa. The most parsimonious solution contains clusters of cells that are designated as areas of endemism.

PAE does not take into account spatial relationships between cells. When a cluster in the most parsimonious solution contains grid cells that are not congruent with each other, a single area of endemism is split into more than one geographic area. Such a result usually does not permit any plausible biogeographic explanation of the observed endemism. This situation also presents problems for conservation planning because non-adjacent cells do not form a spatially coherent network of conservation management areas.

To address these issues, Szumik *et al.* (2002) proposed a different method, based on spatial relations, to determine areas of endemism. This method, called NDM (from "eNDeMicity"), was updated in 2004 (Szumik and Goloboff 2004). NDM constructs an objective function that is a measure of endemism (see Section 2) and then tries to find the optimal spatial solution that maximizes the value of this objective function. It differs from a PAE in three important ways (Szumik *et al.* 2002):

- i. For areas of endemism, higher scores are given for contiguous areas rather than discontinuous ones.
- ii. A continuous range of scores, as opposed to 0 for non-endemic and 1 for endemic, is used by NDM to quantify a degree of endemism for a species. For instance, a species with fewer records from outside the area is more endemic than a species with more records outside. This is a useful feature in many conservation prioritization contexts.
- iii. Different areas of endemism, as determined by NDM, may overlap. However, since each will have a quantitative endemism score, produced by its unique complement of species, these different overlapping areas may have different conservation value.

Methods

The methods section is organized according to project components, and also by a timeline. Our first step included gathering species data, both in the field and by literature review, and this was followed by analyses. The endemism analyses (PAE and NDM) were performed by the Sarkar laboratory at The University of Texas at Austin using the biogeographic dataset. Zara Environmental geologists and biologists used the same dataset independently to mimic existing methods for KFR delineation.

Zara Environmental conducted biological surveys in caves across karst terranes in Hays County, Texas to assess distribution of 45 rare karst fauna across geologic and hydrologic barriers. Collected data were compiled with historical records of rare fauna across the county and evaluated for the purpose of identifying areas of endemism, and for establishing management units within the county for species conservation.

Biological Surveys

Biological surveys of Hays County caves were conducted from February 2009 to March 2010. At each cave surveyed, positional data were recorded using a hand held Magellan Explorist Global Positioning System (GPS) receiver and estimated position errors (EPE) were recorded. All features surveyed were also photographed.

Biological surveys in each cave were conducted with a minimum of two persons. Visual searches for organisms were performed by thoroughly inspecting all surfaces, including the walls, floor, and examining the insides of any cracks and crevices using a headlamp. The undersides of loose rocks were inspected with the naked eye, occasionally aided by the use of a jeweler's loupe for magnification. The floor substrate, including substrate underneath rocks, was also thoroughly examined. Collected organisms were placed in plastic bottles containing 95% ethyl alcohol for later identification. Collected specimens were taken back to the Zara Environmental lab for examination and taxonomic evaluation. All collections were assigned a collection number, placed in glass vials with permanent labels, and entered into an

Table 1. Features surveyed in Hays County, Texas from February 2009 to March 2010.

Feature Name	Feature Type	# of Visits
6F Cave	Cave	1
Antioch Cave	Cave	1
Beyond the Pail Cave	Cave	2
Big Mouth Cave	Cave	1
Blanco Robusta Swallet	Feature	4
Cantera Ranch Cave	Cave	1
Cliff Cave	Cave	1
Corrie Smith Cave No. 1	Cave	1
County Line Bat Cave	Cave	1
Dahlstrom Cave	Cave	1
Feature 42 V	Feature	1
Feature 51	Feature	1
Flocke's Cave	Cave	1
Freeman Crawl Cave	Cave	1
Fritz's Cave	Cave	1
Grapevine Cave	Cave	1
Hackberry Cave	Cave	2
Harwell's Greenhouse Pit	Cave	1
Harwell's Stinkpot Cave	Cave	1
Hays Ranch Bat Cave	Cave	2
Hobbit Hole	Cave	2
Hole in the Ground	Cave	1
Hoskins Hole	Cave	1
Jeanette's Cave	Cave	1
Kira's Sink	Sink	1
Kiwi Sink	Sink	3
Kunkel Cave	Cave	1
Lona's Sink	Feature	1
Lost Springs Cave	Cave	1
McCarty Cave	Cave	2
Mouse Hole Cave	Cave	2
Porcupine Cave	Cave	1
Possum Haw Cave	Cave	1
Pucker Cave	Cave	2
Pulpit Cave	Cave	2
Root Beard Cave	Cave	1
Sink #2	Sink	1
Sky Ranch Cave	Cave	1
Taylor Bat Cave	Cave	1
Twin Chimney Cave	Cave	1
Unknown Name (Rattlesnake Sink)	Sink	1
Wimberley Bat Cave	Cave	2

Microsoft Access database. All collected specimens were delivered to Dr. James Reddell of the Texas Memorial Museum (TMM) for curation.

Great effort was made to gain access to those sites located on private land. The Texas Speleological Survey (TSS) database was accessed in order to target previously unsurveyed features of interest. This information was used in conjunction with Hays County tax maps in order to obtain property ownership information. All caves surveyed from February 2009 to March 2010 are listed in Table 1.

Designation of Karst Fauna Regions

Methods applied in this study are similar to those previously approved by USFWS in other counties to create KFRs for Hays County. This is an iterative methodology resulting from analyzing topographic, hydrologic, geologic, and biologic information. Defining specific regions is a spatial analytical process based on pre-existing data and data generated from the scope of this investigation. The starting point for delineating KFRs for Hays County is the Karst Terrane Map prepared for the Hays County HCP by Zara Environmental (2008). This map defined five distinct geologic units that contain significant caves and karst features, classified as 1.) Cow Creek; 2.) Edwards Outliers; 3.) Lower Glen Rose; 4.) Georgetown/Edwards; and 5.) Buda Limestone (Figure 3). This geo-spatial dataset generated by Zara (2008) was imported into a geodatabase using ArcGIS 9.3 software to allow for expanded analysis within a Geographical Information System (GIS) framework.

The karst polygons defined in the Hays County HCP provide an initial filter to subtract areas without known karst development from analysis. Known localities of caves or karst features containing karst biota (terrestrial and aquatic) are then plotted on these polygons. These features are defined as locality sites. There are several karst terrane polygons that do not contain a locality site, for example the karst units at the northern tip of the county, many patches of Buda Limestone at the northeast margin of the Georgetown/Edwards, the small, isolated Edwards caprocks in the north central part of the county, and the isolated Georgetown/Edwards plateaus in the center of the county (Figure 3). Since there are no biologic data associated with these polygons, we proceeded with the assumption that they would have a faunal assemblage related to geographically proximal units.

The remaining polygons with locality sites are then compared to maps of species ranges and indices of diversity (using percent of shared species and other endemism indices, PAE and NDM). Patterns of karst species endemism are identified to determine if an additional geographic area should be separated from any existing contiguous polygon. If any pattern is recognized, then possible geologic, geographic, or hydrologic boundaries are considered that could serve as significant barrier to troglobite migration. These possibilities include rivers that incise karstified limestone to sufficiently separate contiguous habitats, faults that offset karstified strata, and groundwater levels that may isolate suitable habitats for both aquatic and/or terrestrial troglobitic species. This step results in numerous karst area polygons that all have records of karst species, but the geometry of polygons is solely defined by previously mapped geologic units, prior to further analysis of species distribution.

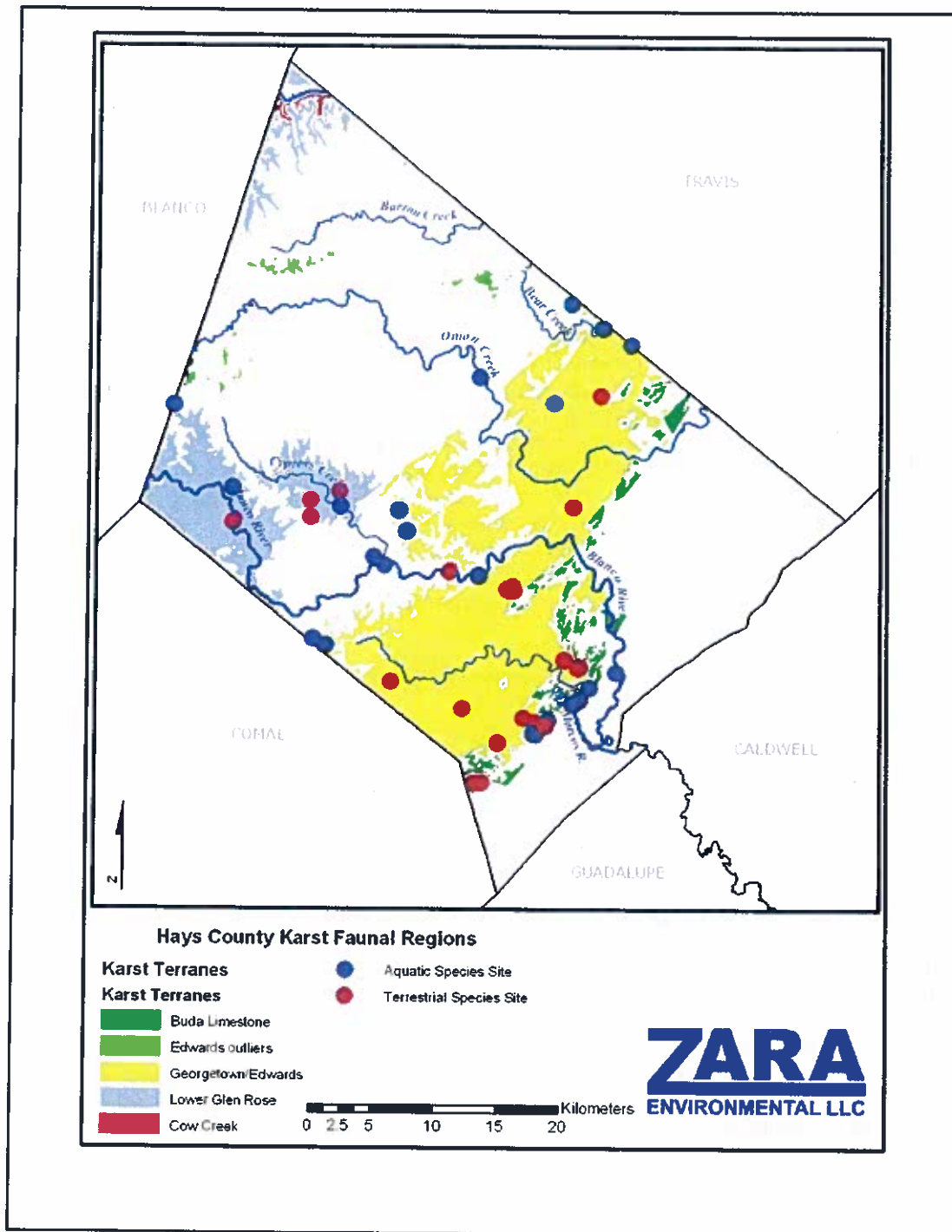


Figure 3. Karst Terranes map from Hays County HCP shows karst geologic areas in the study area.

Endemism Index (percent of shared species method)

The Endemism Index was calculated for each of the delineated Hays County KFRs by subtracting the average percent shared troglobites in each area from the percent of endemic species (Veni 1992, 1994). As per Veni, the endemism indices were calculated after the KFRs were delineated. Degrees of endemism are classified as follows (Veni 1994):

- 100 to -61: High non-endemism. Areas with no restrictions to migration; biologically homogeneous with other areas.
- 60 to -31: Moderate non-endemism. Areas with minor restrictions to migrations which cause no apparent reductions in biologic homogeneity with other areas.
- 30 to 0: Low non-endemism. Areas with restrictions to migration in which there are some minor differences in species distribution while there is overall biologic homogeneity with other areas; also areas where there has been insufficient time to speciated since the development of restrictions.
- 0 to 30. Low Endemism. Areas with significant restrictions or minor barriers to migration; biologically distinct from, yet similar to other areas; also areas with major barriers to migrations where speciation has recently begun to affect local fauna.
- 31 to 60: Moderate endemism. Areas significantly bounded by barriers to migration, but where limited migration may still be possible; biologically distinct but with several species in common with other areas.
- 61 to 100: High Endemism. Areas bounded by barriers to troglobites migrations; biologically distinct from other areas with few, if any, common species; species have troglobitically advanced since the development of migration barriers.

Parsimony Analysis of Endemism (PAE) and NDM Analyses

Occurrence data for the species were restricted to the karst regions of Hays County. In all, there were 128 occurrence records corresponding to 45 species; 46 species including *Cicurina bandida* (Table 2). The study area, covering almost all of Hays County except for the northern tip which was not represented in the data set, was modeled as a 5 km × 5 km grid. There were 90 cells, each of which was assigned a unique number (Figure 4). Twenty-seven cells contained occurrence records. The 5 km resolution was selected because a preliminary analysis using NDM and "all species" (see below) gave higher endemism scores for units at this resolution compared to a 2.5 km and 10 km resolution.

Terrestrial and aquatic species were analyzed together as well as separately. Because of taxonomic uncertainties within the spider genus *Cicurina* (Pierre Paquin pers. comm.), two types of analyses were performed: (i) in one set of analyses, the genus *Cicurina* was considered to be comprised of three species, *Cicurina ezelli*, *C. russelli* and *C. ubicki*; (ii) in the other set of analyses, with a "modified" data set, *C. bandida* was considered as a single species which embraced *C. ezelli*, *C. russelli* and *C. ubicki*—these analyses included new cells which had *C. bandida* records. This distinction only affected the analyses of all species and that of terrestrial species (because *Cicurina* is a terrestrial spider). Thus, there were five sets of analyses: *all species*, *modified species*, *terrestrial*, *modified terrestrial*, and *aquatic*.

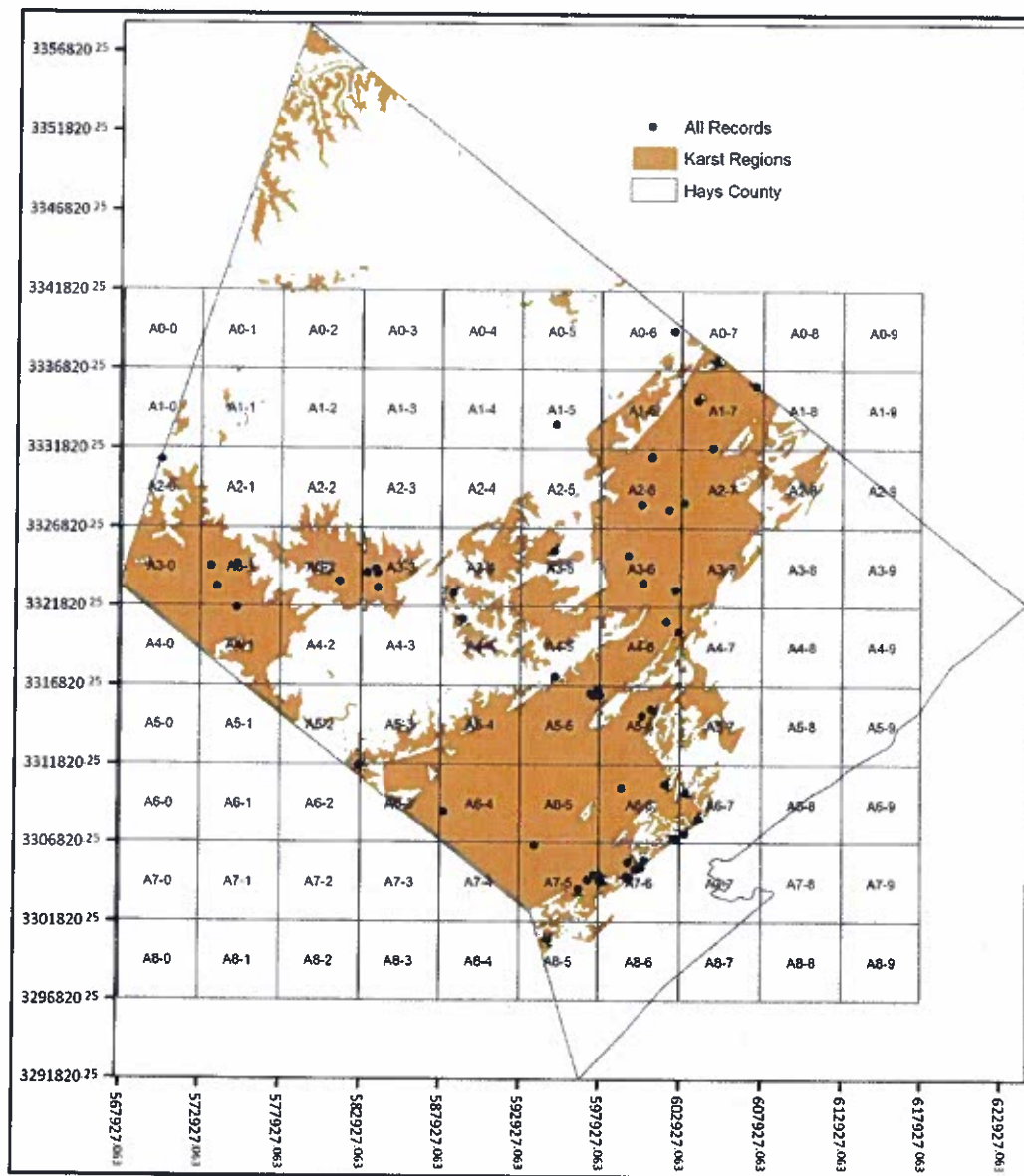


Figure 4. Study Area with All Occurrence Points and Operational Geographical Units (Cells). Occurrence points (black dots) for data collected from the karst regions (in orange) of Hays County, Texas. In several instances, a single black dot represents occurrence points of several species at one location. The co-ordinate system is UTM 14 North.

The PAE was performed with the software package, TnT (Version 1.1; Goloboff *et al.* 2003). Typically optimal (exact) solutions can be found using TnT in a reasonable amount of time for data sets with 15 -30 cells (Goloboff *et al.* 2008). For larger data sets, the use of a heuristic search algorithm becomes necessary to solve problems in reasonable time even with high performance computers. These heuristic methods were used for this analysis. However, to assess the performance of these heuristic methods (which may produce sub-optimal results), optimal solutions were obtained for the smallest data set (*modified*

terrestrial). The results were identical to the heuristic solutions. This provides some reason to expect that, in general, the heuristic solutions are not marred by problematic sub-optimality.

Because of the relatively large size of the data set, the heuristic search algorithm used branch swapping between random trees for all the data sets. The best (most parsimonious) trees, as determined internally by the TnT algorithm, were stored and subsequently used to generate a consensus tree. The consensus tree was generated by using both a strict and a majority rule. The strict consensus tree contains only those clusters found in all the best (most parsimonious) trees whereas the majority rule consensus tree (at a cutoff of 50) contains all the clusters found in at least half of such trees (Goloboff *et al.* 2008). Both consensus trees and a map of synapomorphies were recorded for all the data sets.

The NDM software package (NDM/VNDM, Version 2.5 [Goloboff 2004]) computes endemism scores for various sets of cells with the following formula (Szumik and Goloboff 2004). The score, E , for an area, A , with a fixed number of cells, n , is given by:

$$E = \sum_{j=0}^n V_j$$

where V_j is the endemism score of the individual species j , and is given by:

$$V_j = \frac{p + (iF_i) + (aF_a)}{S + \frac{o}{F_o} + \frac{d}{F_d} + \frac{n}{F_n}}$$

where p is the number of cells in A in which species j is present, i is the number of cells in which species j is not present but is inferred as present because it is present in all of the surrounding cells, a is the number of cells in A in which species j is assumed to be present ($a = 0$ in this analysis), S is the total number of cells in A , o is the number of cells adjacent to A in which species j has been recorded, d is the number of cells adjacent to A in which species j has been assumed ($d = 0$ in this analysis), n is the number of cells outside of A and non-adjacent to A in which species has been assumed ($n = 0$ in this analysis). F_i , F_a , F_o , F_d , and F_n are weights (between 0 and 1) attached to these numbers. The influence of inferred and assumed presence is made more or less influential by giving a score between 0 and 1 to the weights. The following default values provided by the program were used in this analysis: $F_i = 0.5$, $F_a = 0.75$, $F_o = 0.5$, $F_d = 2$, and $F_n = 0.5$ (Szumik and Goloboff 2004). However, the only factors that influence this analysis are F_i and F_o . All species with $V_j > 0$ are regarded as endemic.

Two partially overlapping areas can be considered as separate areas of endemism if different species contribute to the endemism score, that is, different species are endemic to the two overlapping areas according to the criteria of NDM. Because the number of species in this analysis is relatively small, a set of cells was deemed an area of endemism if at least 50 % of the species were unique.

Results

Biological Surveys

Fifty-six visits to 42 features were conducted throughout Hays County (Table 1). A total of 43 collected individuals were candidates for rare fauna, with the majority of those collected belonging to the spider genus, *Cicurina*. We combined these data with historic localities to create the base dataset (Table 2). Using this dataset, we created maps of a selection of representative species' ranges in Hays County (Figure 5-7).

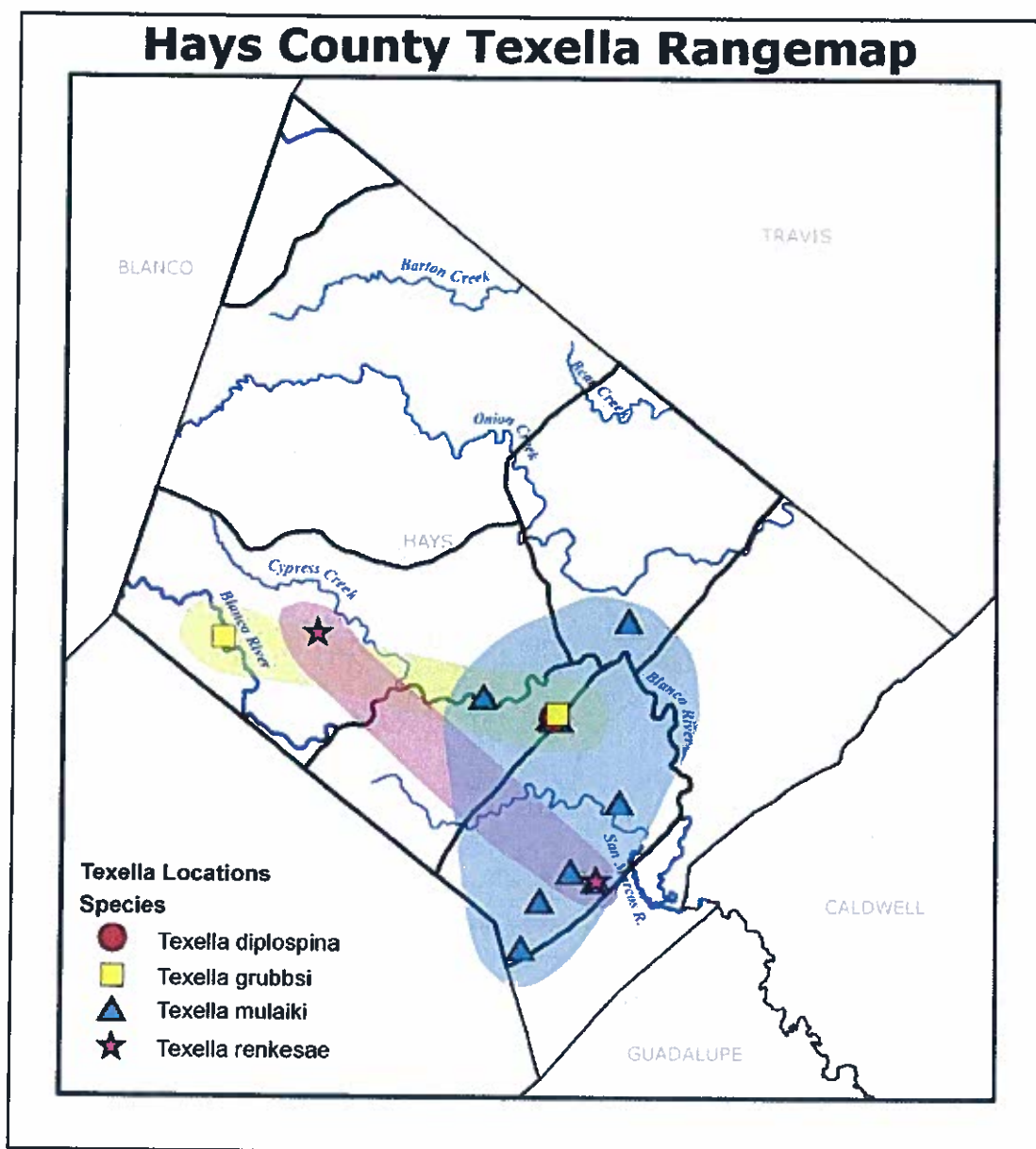


Figure 5. Range map of four *Texella* species found in Hays County.

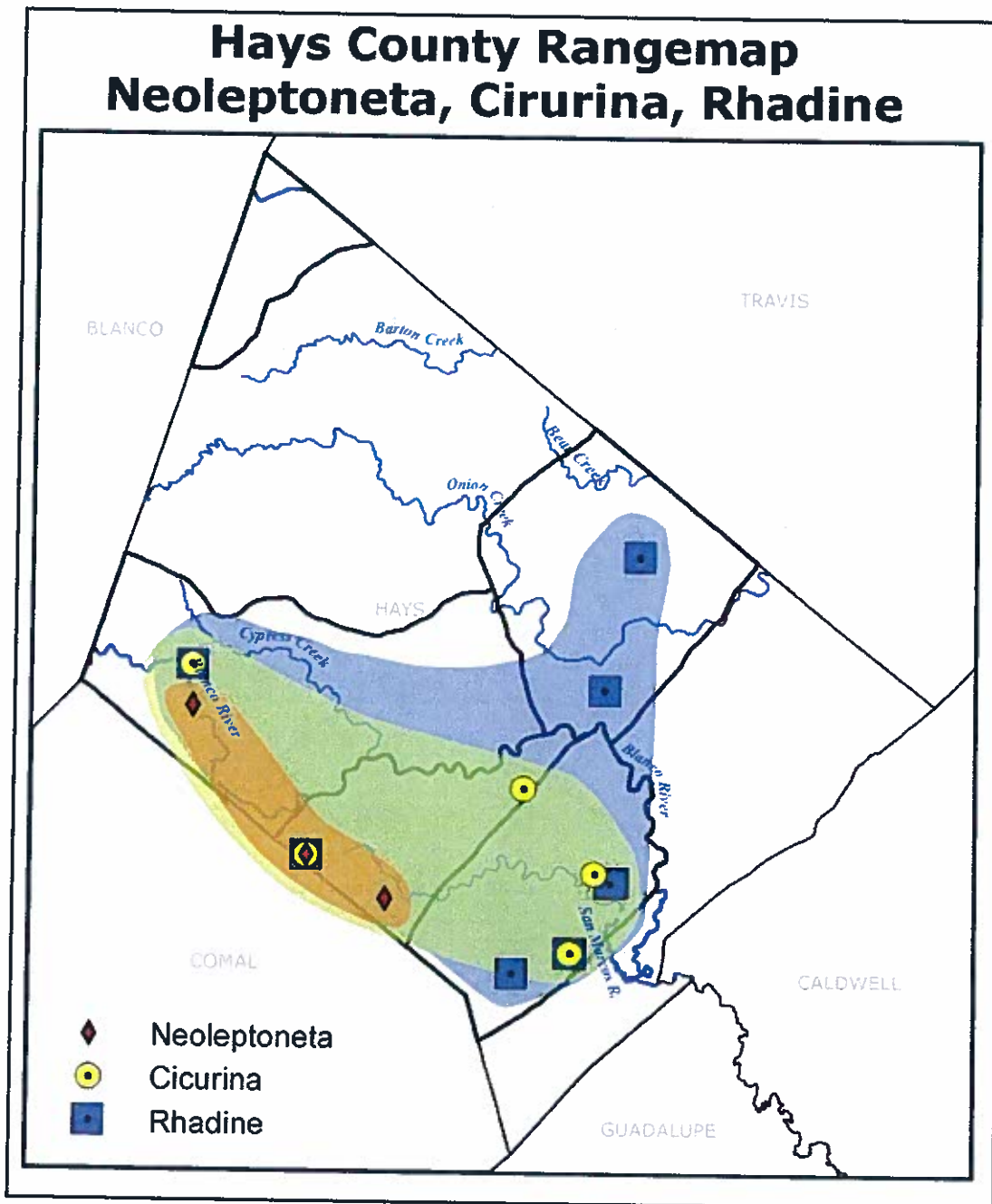


Figure 6. Range map of three genera of karst invertebrates in Hays County.

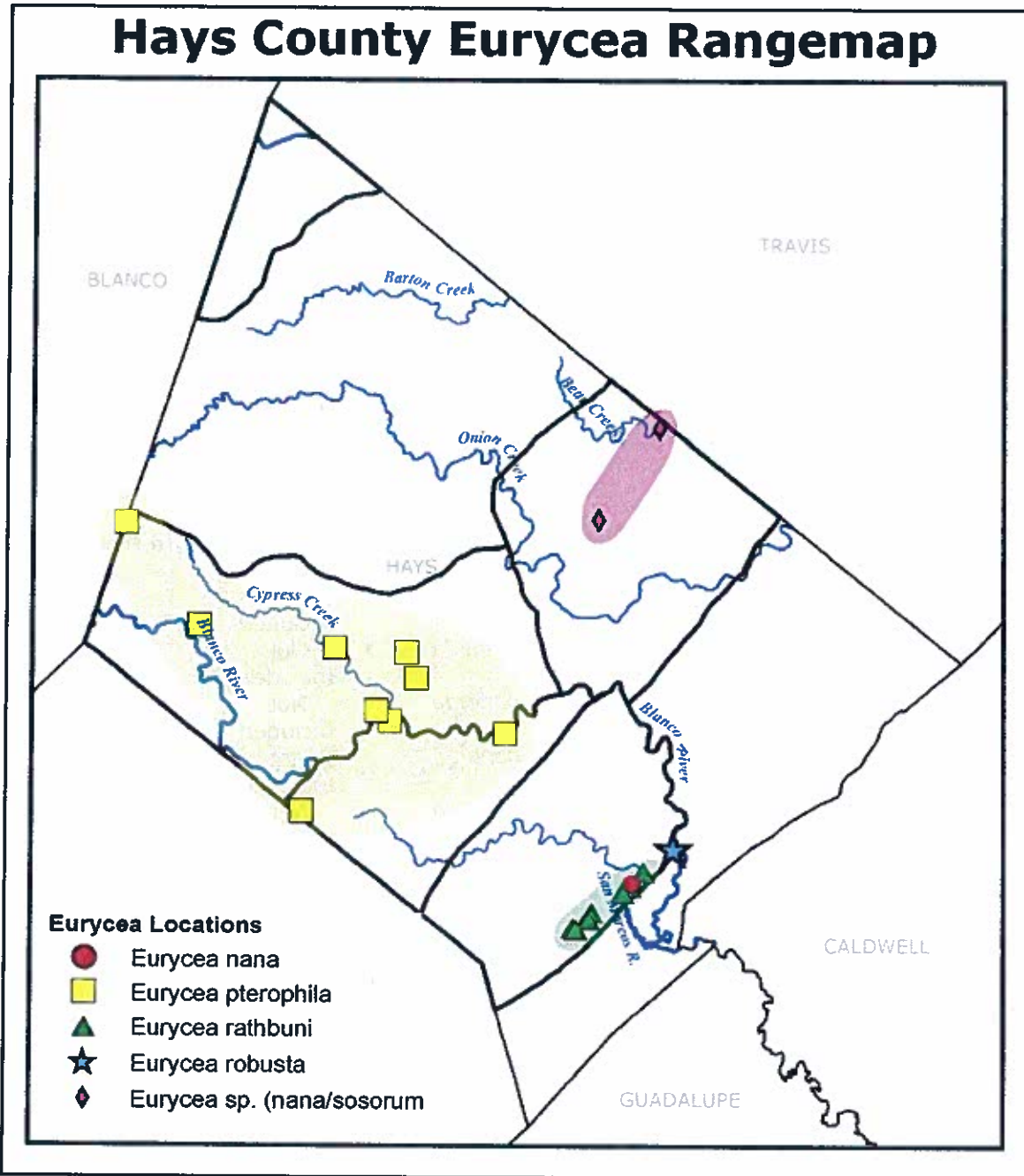


Figure 7. Range map of five species of *Eurycea* in Hays County.

Table 2. All rare species data, locality records and karst fauna region in which it occurs.

Cell ID	KFR	Site Name	SPECIES	All Species	Modified Species
A6-6	San Marcos	Artesian Well	<i>Allotexiweckelia hirsuta</i>	Aquatic	Aquatic
A3-1	Western Hays	Grapevine Cave	<i>Arrhopilites texensis</i>	Terrestrial	Terrestrial
A5-5	Bat Cave FB	Wissman's Sink #2	<i>Arrhopilites texensis</i>	Terrestrial	Terrestrial
A6-6	San Marcos	Artesian Well	<i>Artesia subterranea</i>	Aquatic	Aquatic
A7-6	San Marcos	Ezell's Cave	<i>Artesia subterranea</i>	Aquatic	Aquatic
A3-1	Western Hays	Grapevine Cave	<i>Batrises grubbsi</i>	Terrestrial	Terrestrial
A6-6	San Marcos	Artesian Well	<i>Calathaemon holthuisi</i>	Aquatic	Aquatic
A7-6	San Marcos	Ezell's Cave	<i>Calathaemon holthuisi</i>	Aquatic	Aquatic
A6-9	San Marcos	(Rattlesnake Sink?)	<i>Cicurina bandida</i>	Not Included	Terrestrial
A3-6	North Edwards	6F Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A2-7	North Edwards	Beyond the Pail	<i>Cicurina bandida</i>	Not Included	Terrestrial
A7-5	San Marcos	Cave (Ogden 16)	<i>Cicurina bandida</i>	Not Included	Terrestrial
A7-6	San Marcos	Cave (Ogden 17)	<i>Cicurina bandida</i>	Not Included	Terrestrial
A7-6	San Marcos	Cave (Ogden 18)	<i>Cicurina bandida</i>	Not Included	Terrestrial
A7-6	San Marcos	Corrie Smith Cave No. 1	<i>Cicurina bandida</i>	Not Included	Terrestrial
A1-7	North Edwards	County Line Bat Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A3-3	Western Hays	Flocke's Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A7-5	San Marcos	Formation Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A6-6	San Marcos	Freeman Crawl Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A5-6	San Marcos	Fritz's Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A4-6	North Edwards	Hackberry Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A3-1	Western Hays	Harwell's Greenhouse Pit	<i>Cicurina bandida</i>	Not Included	Terrestrial
A1-7	North Edwards	Hays Ranch Bat Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A4-6	North Edwards	Hole in the Ground	<i>Cicurina bandida</i>	Not Included	Terrestrial
A2-6	North Edwards	Hoskins Hole	<i>Cicurina bandida</i>	Not Included	Terrestrial
A3-5	Western Hays	Kiwi Sink	<i>Cicurina bandida</i>	Not Included	Terrestrial

Cell ID	KFR	Site Name	SPECIES	All Species	Modified Species
A3-1	Western Hays	Lost Springs Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A3-3	Western Hays	Pucker Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A3-6	North Edwards	Sky Ranch Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A5-6	San Marcos	Sofa Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A2-6	North Edwards	Taylor Bat Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A7-5	San Marcos	Twin Entrance Cave	<i>Cicurina bandida</i>	Not Included	Terrestrial
A7-6	San Marcos	Ezell's Cave	<i>Cicurina ezelli</i>	Terrestrial	Not Included
A3-1	Western Hays	Grapevine Cave	<i>Cicurina ezelli</i>	Terrestrial	Not Included
A6-2	Bat Cave FB	Boyett's Cave	<i>Cicurina russelli</i>	Terrestrial	Not Included
A5-5	Bat Cave FB	Fern Cave	<i>Cicurina ubicki</i>	Terrestrial	Not Included
A6-6	San Marcos	McGlothin Sink	<i>Cicurina ubicki</i>	Terrestrial	Not Included
A4-5	Bat Cave FB	Fern Bank Spring	<i>Comaldessus stygius</i>	Aquatic	Aquatic
A7-6	San Marcos	Ezell's Cave	<i>Eidmanella n. sp.</i>	Terrestrial	Terrestrial
A7-5	San Marcos	McCarty Cave	<i>Eidmanella n. sp.</i>	Terrestrial	Terrestrial
A6-6	San Marcos	McGlothin Sink	<i>Eidmanella n. sp.</i>	Terrestrial	Terrestrial
A6-7	San Marcos	San Marcos Springs	<i>Eurycea nana</i>	Aquatic	Aquatic
A4-5	Bat Cave FB	Fern Bank Spring	<i>Eurycea pterophila</i>	Aquatic	Aquatic
A3-1	Western Hays	Grapevine Cave	<i>Eurycea pterophila</i>	Aquatic	Aquatic
A3-3	Western Hays	Jacob's Well	<i>Eurycea pterophila</i>	Aquatic	Aquatic
A5-5	Bat Cave FB	Blanco River Spring	<i>Eurycea pterophila</i>	Aquatic	Aquatic
A4-4	Western Hays	Spring 004	<i>Eurycea pterophila</i>	Aquatic	Aquatic
A3-4	Western Hays	Spring 005	<i>Eurycea pterophila</i>	Aquatic	Aquatic
A2-0	Western Hays	Spring 008	<i>Eurycea pterophila</i>	Aquatic	Aquatic
A5-5	Western Hays	Cypress Creek Spring	<i>Eurycea pterophila</i>	Aquatic	Aquatic
A5-5	Bat Cave Fault Block	Rancho Cima Dam Spring	<i>Eurycea pterophila</i>	Aquatic	Aquatic
A6-6	San Marcos	Artesian Well	<i>Eurycea rathbuni</i>	Aquatic	Aquatic
A7-6	San Marcos	Ezell's Cave	<i>Eurycea rathbuni</i>	Aquatic	Aquatic

Cell ID	KFR	Site Name	SPECIES	All Species	Modified Species
A7-6	San Marcos	Johnson's Well	<i>Eurycea rathbuni</i>	Aquatic	Aquatic
A7-6	San Marcos	Primer's Well	<i>Eurycea rathbuni</i>	Aquatic	Aquatic
A6-7	San Marcos	Rattlesnake Cave	<i>Eurycea rathbuni</i>	Aquatic	Aquatic
A6-7	San Marcos	San Marcos Springs	<i>Eurycea rathbuni</i>	Aquatic	Aquatic
A6-6	San Marcos	Seep on Sessoms Creek	<i>Eurycea rathbuni</i>	Aquatic	Aquatic
A7-6	San Marcos	Wonder Cave	<i>Eurycea rathbuni</i>	Aquatic	Aquatic
A7-6	San Marcos	Underneath Blanco; I-35	<i>Eurycea robusta</i>	Aquatic	Aquatic
A0-7	North Edwards	Spillar Ranch Springs	<i>Eurycea</i> sp. (<i>nana/sosorum</i>)	Aquatic	Aquatic
A2-6	North Edwards	Stuart Springs	<i>Eurycea</i> sp. (<i>nana/sosorum</i>)	Aquatic	Aquatic
A6-6	San Marcos	Artesian Well	<i>Haideoporus texanus</i>	Aquatic	Aquatic
A6-7	San Marcos	San Marcos Springs	<i>Heterelmis comalensis</i>	Aquatic	Aquatic
A6-6	San Marcos	Artesian Well	<i>Holsingerius samacos</i>	Aquatic	Aquatic
A6-6	San Marcos	Artesian Well	<i>Lirceolus smithii</i>	Aquatic	Aquatic
A6-7	San Marcos	San Marcos Springs	<i>Lirceolus smithii</i>	Aquatic	Aquatic
A6-6	San Marcos	Artesian Well	<i>Mooreobdella</i> n.sp.	Aquatic	Aquatic
A7-6	San Marcos	Ezell's Cave	<i>Mooreobdella</i> n.sp.	Aquatic	Aquatic
A6-7	San Marcos	San Marcos Springs	<i>Mooreobdella</i> n.sp.	Aquatic	Aquatic
A6-4	Bat Cave FB	A.J. Rod Cave	<i>Neoleptoneta</i> eyeless n. sp.?	Terrestrial	Terrestrial
A4-1	Western Hays	Burnett Ranch Cave	<i>Neoleptoneta</i> n. sp. 1	Terrestrial	Terrestrial
A6-2	Bat Cave FB	Boyett's Cave	<i>Neoleptoneta</i> n. sp.2	Terrestrial	Terrestrial
A6-6	San Marcos	Artesian Well	<i>Palaemonetes antrorum</i>	Aquatic	Aquatic
A7-6	San Marcos	Ezell's Cave	<i>Palaemonetes antrorum</i>	Aquatic	Aquatic
A7-6	San Marcos	Johnson's Well	<i>Palaemonetes antrorum</i>	Aquatic	Aquatic
A7-6	San Marcos	Wonder Cave	<i>Palaemonetes antrorum</i>	Aquatic	Aquatic
A6-6	San Marcos	Artesian Well	<i>Phreatodrobia micra</i>	Aquatic	Aquatic
A6-7	San Marcos	San Marcos Springs	<i>Phreatodrobia micra</i>	Aquatic	Aquatic
A6-6	San Marcos	Artesian Well	<i>Phreatodrobia plana</i>	Aquatic	Aquatic
A6-7	San Marcos	San Marcos Springs	<i>Phreatodrobia plana</i>	Aquatic	Aquatic
A6-7	San Marcos	San Marcos Springs	<i>Phreatodrobia punctata</i>	Aquatic	Aquatic
A6-6	San Marcos	Artesian Well	<i>Phreatodrobia rotunda</i>	Aquatic	Aquatic
A6-7	San Marcos	San Marcos Springs	<i>Phreatodrobia rotunda</i>	Aquatic	Aquatic

Cell ID	KFR	Site Name	SPECIES	All Species	Modified Species
A3-1	Western Hays	Grapevine Cave	<i>Rhadine insolita</i>	Terrestrial	Terrestrial
A7-6	San Marcos	Ezell's Cave	<i>Rhadine</i> n. sp. 2 (subterranea group)	Terrestrial	Terrestrial
A6-7	San Marcos	Finger Cave	<i>Rhadine</i> n. sp. 2 (subterranea group)	Terrestrial	Terrestrial
A7-5	San Marcos	McCarty Cave	<i>Rhadine</i> n. sp. 2 (subterranea group)	Terrestrial	Terrestrial
A6-2	Bat Cave FB	Boyett's Cave	<i>Rhadine</i> sp. [subterranea group] eyed	Terrestrial	Terrestrial
A1-7	North Edwards	Dahlstrom Cave	<i>Rhadine</i> sp. cf. <i>austinica</i>	Terrestrial	Terrestrial
A3-6	North Edwards	Michaelis Cave	<i>Rhadine</i> sp. cf. <i>austinica</i>	Terrestrial	Terrestrial
A6-6	San Marcos	Artesian Well	<i>Seborgia relict</i>	Aquatic	Aquatic
A7-6	San Marcos	Ezell's Cave	<i>Seborgia relict</i>	Aquatic	Aquatic
A6-6	San Marcos	Artesian Well	<i>Sphalloplana mohri</i>	Aquatic	Aquatic
A7-6	San Marcos	Ezell's Cave	<i>Sphalloplana mohri</i>	Aquatic	Aquatic
A6-2	Bat Cave FB	Boyett's Cave	<i>Stygobromus balconis</i>	Aquatic	Aquatic
A5-5	North Edwards	Autumn Woods Well	<i>Stygobromus balconis</i>	Aquatic	Aquatic
A6-6	San Marcos	Artesian Well	<i>Stygobromus flagellatus</i>	Aquatic	Aquatic
A7-6	San Marcos	Ezell's Cave	<i>Stygobromus flagellatus</i>	Aquatic	Aquatic
A6-7	San Marcos	Rattlesnake Cave	<i>Stygobromus flagellatus</i>	Aquatic	Aquatic
A6-7	San Marcos	San Marcos Springs	<i>Stygobromus flagellatus</i>	Aquatic	Aquatic
A4-5	Bat Cave FB	Fern Bank Spring	<i>Stygoparnus comalensis</i>	Aquatic	Aquatic
A3-3	Western Hays	Wimberley Bat Cave	<i>Tartarocreagris grubbsi</i>	Terrestrial	Terrestrial
A5-5	Bat Cave FB	Wissman's Sink	<i>Tartarocreagris grubbsi</i>	Terrestrial	Terrestrial
A6-6	San Marcos	Artesian Well	<i>Tethysbaena texana</i>	Aquatic	Aquatic
A7-6	San Marcos	Ezell's Cave	<i>Tethysbaena texana</i>	Aquatic	Aquatic
A6-7	San Marcos	San Marcos Springs	<i>Tethysbaena texana</i>	Aquatic	Aquatic
A5-5	Bat Cave FB	Ladder Cave	<i>Texella diplospina</i>	Terrestrial	Terrestrial
A4-1	Western Hays	Burnett Ranch Cave	<i>Texella grubbsi</i>	Terrestrial	Terrestrial
A5-5	Bat Cave FB	Wissman's Sink	<i>Texella grubbsi</i>	Terrestrial	Terrestrial
A5-5	Bat Cave FB	Wissman's Sink #2	<i>Texella grubbsi</i>	Terrestrial	Terrestrial
A8-5	San Marcos	Big Mouth Cave	<i>Texella mulaiki</i>	Terrestrial	Terrestrial
A7-6	San Marcos	Ezell's Cave	<i>Texella mulaiki</i>	Terrestrial	Terrestrial
A5-5	Bat Cave FB	Fern Cave	<i>Texella mulaiki</i>	Terrestrial	Terrestrial
A5-5	Bat Cave FB	Ladder Cave	<i>Texella mulaiki</i>	Terrestrial	Terrestrial
A7-5	San Marcos	McCarty Cave	<i>Texella mulaiki</i>	Terrestrial	Terrestrial

Cell ID	KFR	Site Name	SPECIES	All Species	Modified Species
A6-6	San Marcos	McGlothin Sink	<i>Texella mulaiki</i>	Terrestrial	Terrestrial
A3-6	North Edwards	Michaelis Cave	<i>Texella mulaiki</i>	Terrestrial	Terrestrial
A7-5	San Marcos	Pulpit Cave	<i>Texella mulaiki</i>	Terrestrial	Terrestrial
A5-5	Bat Cave FB	Root Beard Cave	<i>Texella mulaiki</i>	Terrestrial	Terrestrial
A7-6	San Marcos	Tricopherous Cave	<i>Texella mulaiki</i>	Terrestrial	Terrestrial
A7-6	San Marcos	Ezell's Cave	<i>Texella renkesae</i>	Terrestrial	Terrestrial
A3-2	Western Hays	Magens Sink	<i>Texella renkesae</i>	Terrestrial	Terrestrial
A6-6	San Marcos	Artesian Well	<i>Texiweckelia texensis</i>	Aquatic	Aquatic
A7-6	San Marcos	Ezell's Cave	<i>Texiweckelia texensis</i>	Aquatic	Aquatic
A6-7	San Marcos	San Marcos Springs	<i>Texiweckelia texensis</i>	Aquatic	Aquatic
A6-6	San Marcos	Artesian Well	<i>Texiweckeliopsis insolita</i>	Aquatic	Aquatic
A6-7	San Marcos	San Marcos Springs	<i>Texiweckeliopsis insolita</i>	Aquatic	Aquatic

Karst Fauna Regions

Review of the species range maps show that the most unique zone of endemism occurs primarily around the San Marcos Springs area, resulting from aquatic species not found elsewhere in the county (Figure 7). This area is unique in comparison to other areas of the county because there are so many endemics in a very small geographic area (Longley 1981, Culver and Sket 2000). In our analysis, 24 out of 45 species occur only in this small area. This area of endemism is not reflected by geologic discontinuities in the base karst terrane map (Figure 3), so we decided that this warranted additional splitting of the Edwards/Georgetown Karst Terrane. The San Marcos Springs area is located within this karst terrane which covers a broad swath of the central portion of the county from southwest to northeast (Figure 3). San Marcos Springs is in the southern portion of this segment, so we identified likely natural boundaries separating it from the rest of the Edwards/Georgetown. To the north, the Blanco River provides the break from Edwards/Georgetown limestone in northern Hays County. To the west, The Bat Cave Fault significantly offsets the younger Person Formation from the Kainer Formation, both within the Edwards Group Limestone. Although both formations are karstified and contain numerous caves with karst biota, this is considered to provide a possible natural extent for aquatic species that live in the deeper portions of the Edwards Aquifer and are observed in the San Marcos Springs area.

The remainder of the species distributions showed no striking patterns, or instances where multiple taxa show the same geographic boundaries. Terrestrial invertebrates in some cases are known from only a single site, and in other cases (for example *Texella grubbsi*, Figure 6) are known from both sides of a potential restriction or barriers to modern migration. Thus the remainder of decisions regarding the creation of KFRs relies on information from a much smaller number of species.

Based on the range of the aquatic species *Eurycea pterophila*, we determined that combining the Glen Rose Limestone in the western portion of the county is warranted.

Another zone of lower endemism shows a signal from the PAE in the western portion of the county in Glen Rose Limestone. This review resulted in an intermediate KFR delineation with seven separate regions (Figure 8). The geographic extent of these intermediate areas is a direct reflection of the geologic polygons defined in the Hays County HCP Karst Terrane map, but has been divided into individual contiguous units and split by PAE results.

Review of species distribution across some adjacent intermediate KFRs indicates that no variability existed, so in those cases they are merged together into one final KFR. For example, caves with species in both Glen Rose intermediate KFRs have similar aquatic species (for example *Eurycea pterophila*), so they are joined. The "non-karst" area that separates these karst terrane polygons in plan view is a ridge of younger (Upper Glen Rose) limestone. It overlays the Lower Glen Rose, thus is actually a cap on an otherwise contiguous lateral band (figure 7). The cap is narrow enough that it may allow for lateral migration of terrestrial karst species underneath it, and provides no barrier to aquatic species movement. Therefore, they are grouped into a single KFR. Analysis of species in the Central Edwards Islands intermediate KFR (Figure 8) reflects similarities in aquatic species (for example *Eurycea pterophila*) to those found in both the Glen Rose intermediate KFRs, so this area has been included into one final KFR called the Western Hays KFR. The result of final grouping based on patterns of karst species distribution across intermediate KFRs defines five KFRs for Hays County: The North Edwards KFR, The Western Hays KFR, The Bat Cave Fault Block KFR, the San Marcos KFR and The Pedernales KFR (Figure 9). A geologic cross-section of Hays County showing major geographic, geologic, and hydrologic features related to KFR delineation is shown in Figure 10. Distribution of rare fauna across the five Hays County karst fauna regions is shown in Figure 9.

The North Edwards KFR

The North Edwards KFR includes primarily areas of Edwards Group limestone (Georgetown Limestone, Person Formation, Kainer Formation) northeast of the Blanco River. Two caves with karst species of concern are located just outside of the Karst Terrane defined by the Hays County HCP, so the extent of the final KFR has been broadened to incorporate these features. Also, small areas not defined as karst terrane by Zara Environmental (2008) that are surrounded by karst terrane (e.g. white areas within Edwards north of the Blanco shown in figure 5) have been included in the final North Edwards KFR. This is due to the fact that the karst terranes were derived directly from mapped outcrops of major karst forming limestone, and minimal consideration was given to vertical extents of these limestones. It is likely that even though a karst forming limestone may have some thickness of younger non-karst forming rock above, caves and troglobite habitat exist in these areas.

There are currently four rare species known from the North Edwards KFR, two of which are aquatic. These are *Stygobromus balconis* and a North Edwards KFR endemic salamander-*Eurycea* sp. (nana/sosorum). This particular taxon, known only from two sites in Hays County, is somewhat of an enigma and is awaiting further analyses for taxonomic clarification (Zara 2008, Bendik 2006). The two remaining rare species known from this KFR are the harvestman *Texella mulaiki* (found in all Hays County KFRs except Western Hays), and another North Edwards endemic, the ground beetle *Rhadine* sp. c.f. *austinica*, known from this area and also in Travis County.

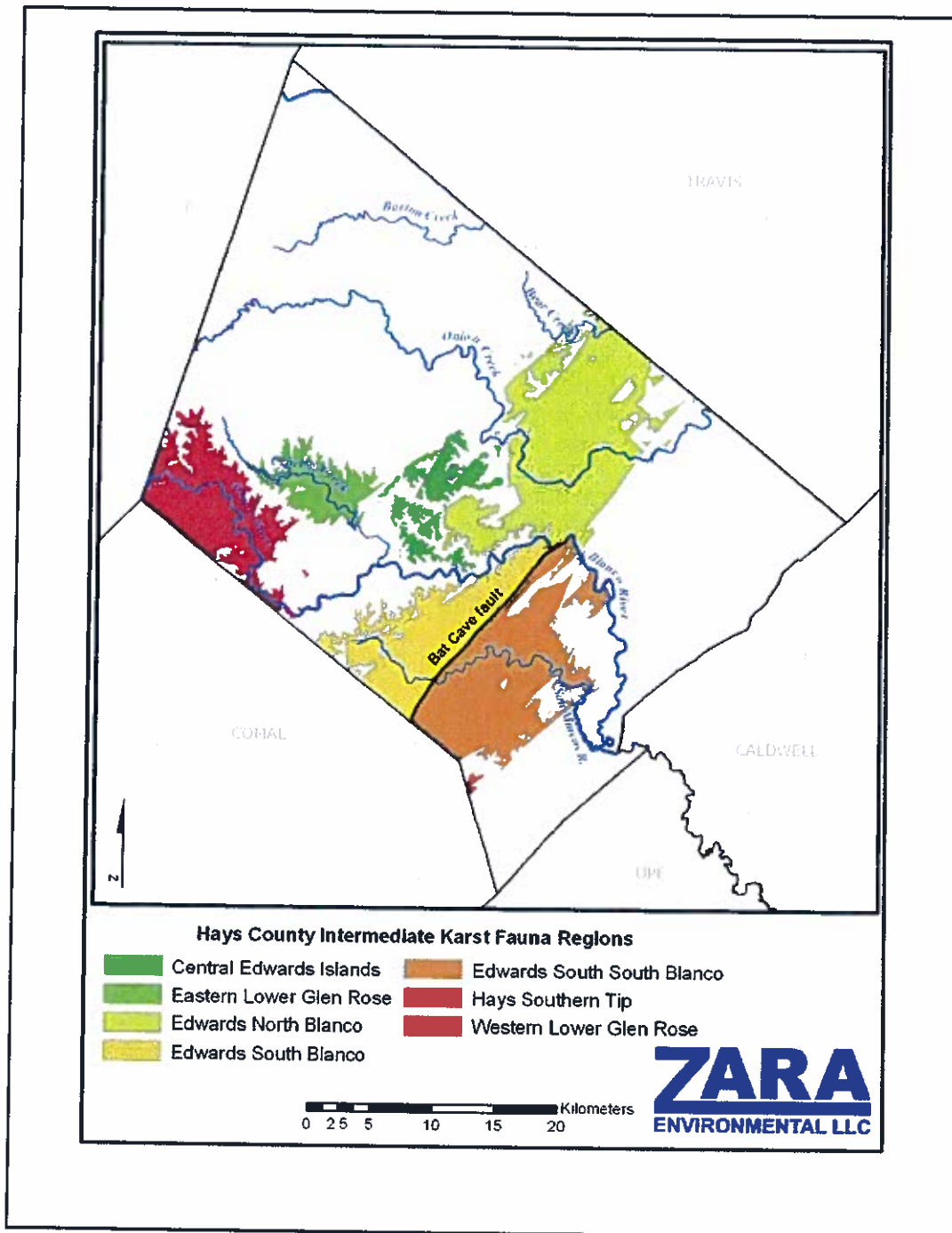


Figure 8. Intermediate KFR map showing karst terrane extents divided into separate geologically derived units.

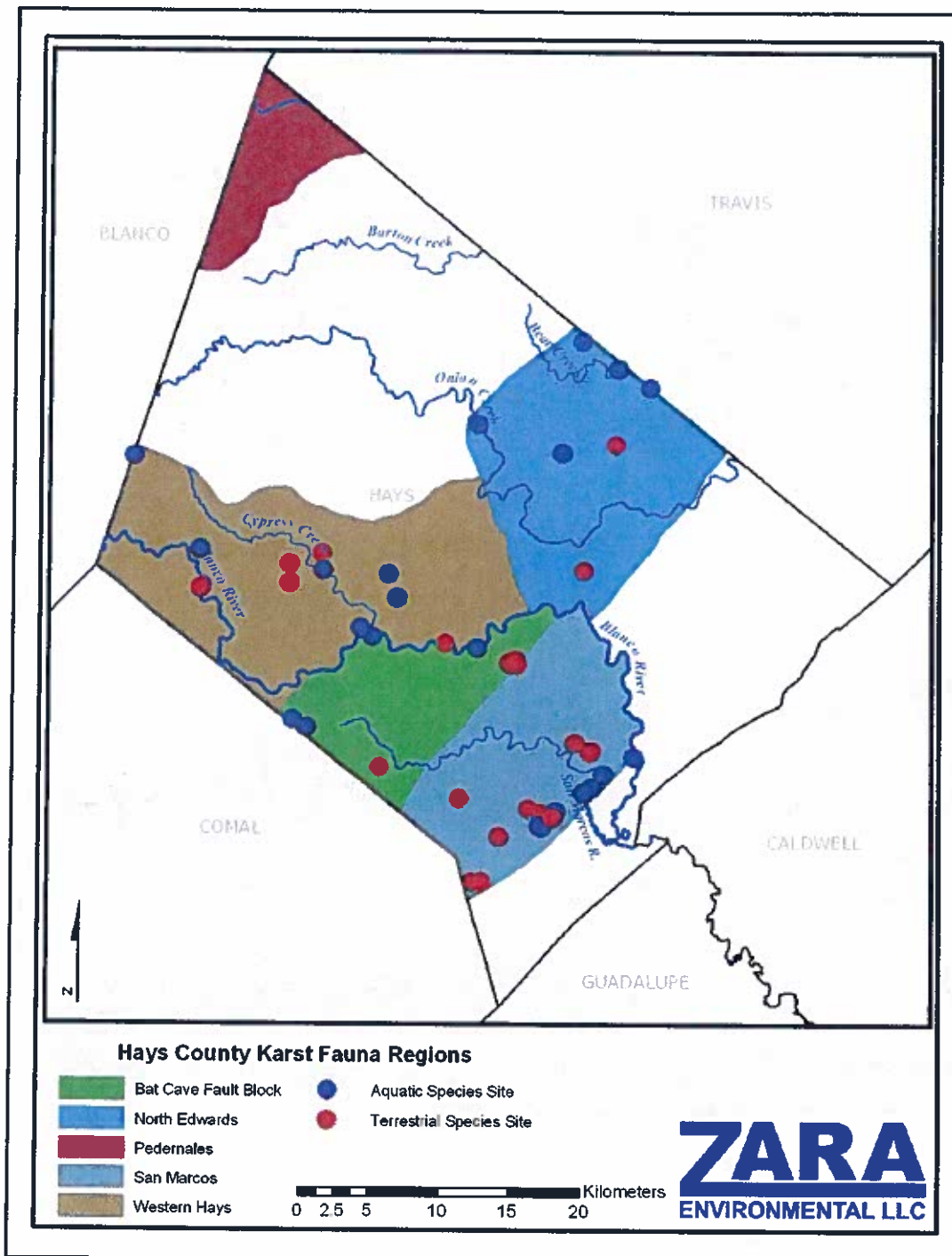


Figure 9. Map of Hays County Karst Fauna Regions.

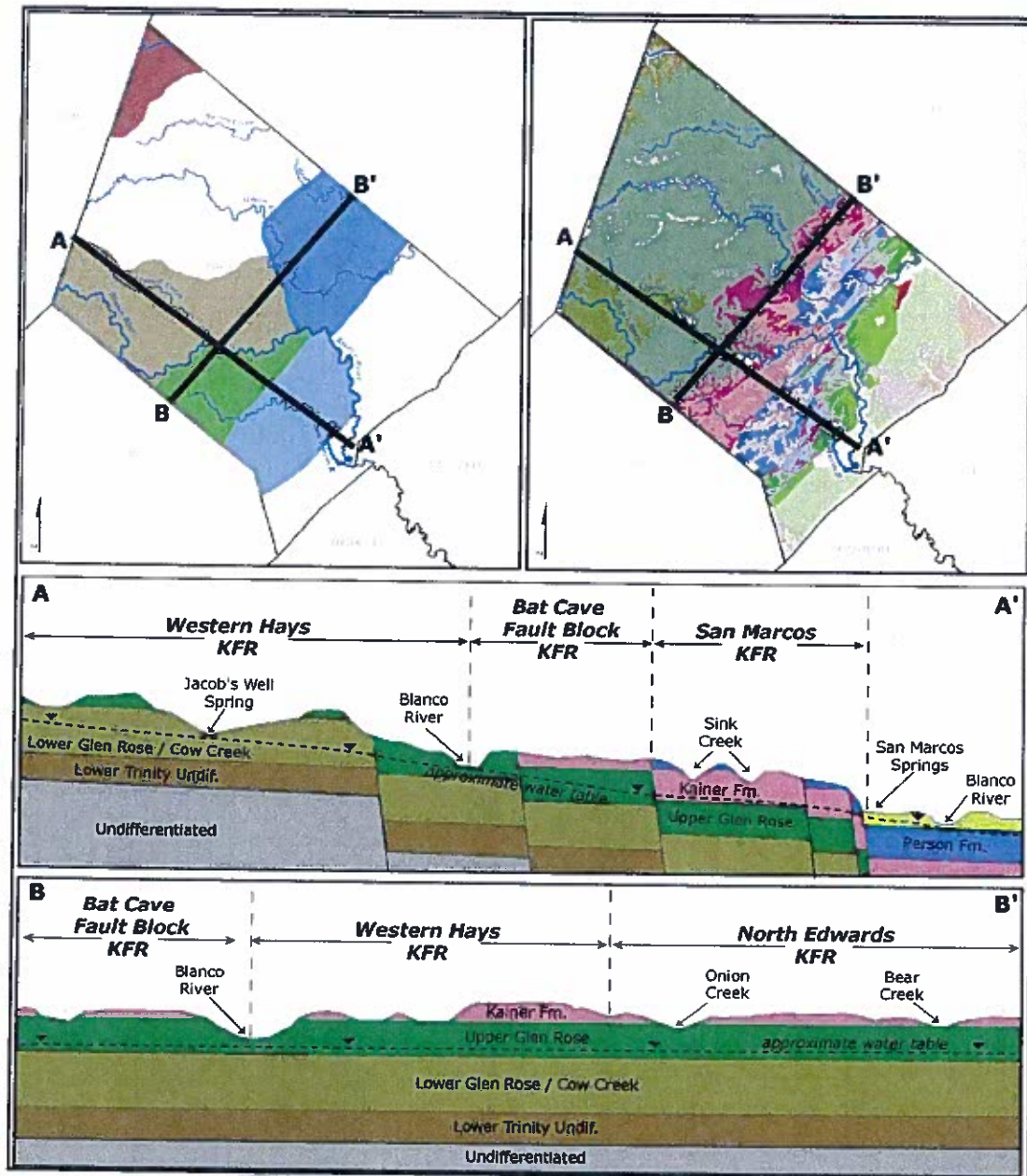


Figure 10. Geologic cross-section of Hays County showing Karst Fauna Region zones.

The Western Hays KFR

The Western Hays KFR includes areas with Lower Glen Rose Limestone, isolated outcrops of lower Edwards Group limestone located directly above the Glen Rose, and portions of Upper Glen Rose Limestone found between these rock units. The Blanco River is the southern boundary along most of the region, before shifting to the county line for the southwestern boundary. The northern boundary includes a buffer generally around the extent of Lower Glen Rose Limestone and Edwards Group outlier outcrops to near Onion Creek. The eastern

boundary with the North Edwards KFR connects back to the Blanco River in an area with no known karst species localities.

Nine rare species are found in the Western Hays KFR, three of which are endemic. Two of these are beetles (*Batrisodes grubbsi* and *Rhadine insolita*) and a neoleptonetid spider (*Neoleptoneta* n. sp. 1). Each of these three species is known only from one locality.

The Bat Cave Fault Block KFR

The Bat Cave Fault Block is comprised of primarily Edwards/Georgetown Limestone, and a portion of Upper Glen Rose Limestone south of the Blanco River. The northern boundary is the Blanco River, merging into the southwestern county line. The southeastern boundary is the Bat Cave Fault, a major normal fault with over 150 feet of vertical displacement (Johnson and Schindel 2008). This fault continues along a northeastern strike, intersecting the Blanco River.

The Bat Cave Fault Block KFR has the second highest number of endemic species in the county after the San Marcos KFR. Of the 14 rare species records there, 7 are endemic. Five of these are terrestrial troglobites.

The San Marcos KFR

The northwestern boundary is the Bat Cave Fault Block, extending to the county line along the southwest. The southeastern boundary extends near the limit of the Edwards/Georgetown Limestone, encompassing a small buffer area and areas surrounded by this karstic limestone up to the Blanco River, which serves as the northeastern boundary. The northeastern boundary is the Blanco River up to the intersection of the Bat Cave Fault. This region includes geologic strata of the Hueco Springs, Comal Springs, and Artesian Fault Blocks.

The San Marcos KFR includes the greatest number of endemic karst species among the karst regions in Hays County. Of 28 recorded rare species, 24 are endemics found nowhere else worldwide. Most of these are aquatic species known from three sites that have arguably received some of the most intensive collection efforts for any species of troglobites in the state: Ezell's Cave, San Marcos Springs, and the Artesian Well (see discussion for more on this sampling).

The Pedernales KFR

The Pedernales KFR is located in the northern-most part of Hays County, and primarily includes areas with Lower Glen Rose outcrops. The Pedernales River has deeply incised the limestone here, and the Cow Creek Limestone is exposed along lower levels of the river canyon. The region is isolated from other KFRs by a large area of Upper Glen Rose Limestone, which has been significantly less karstified.

None of the 45 rare species considered in this report are known from this KFR. One species of interest, however, is the salamander, *Eurycea* sp. "pedernales". Identified by Chippindale et al. (2000), it is only known from Hammot's Crossing in an isolated band of Cow Creek Limestone (Figure 3). The species is genetically distinct and geographically isolated from other *Eurycea* salamanders, and is a new species awaiting description.

Endemism Index (percent of shared species method)

The endemism index value calculated for four of the Hays karst faunal regions is depicted in Figure 11. The San Marcos region had the highest value with a score of 50. The Bat Cave Fault Block, although still considerably low, yielded the second highest endemism value of 10. Seven endemics are known from this region. Both the Western Hays and the North Edwards KFRs produced values under five.

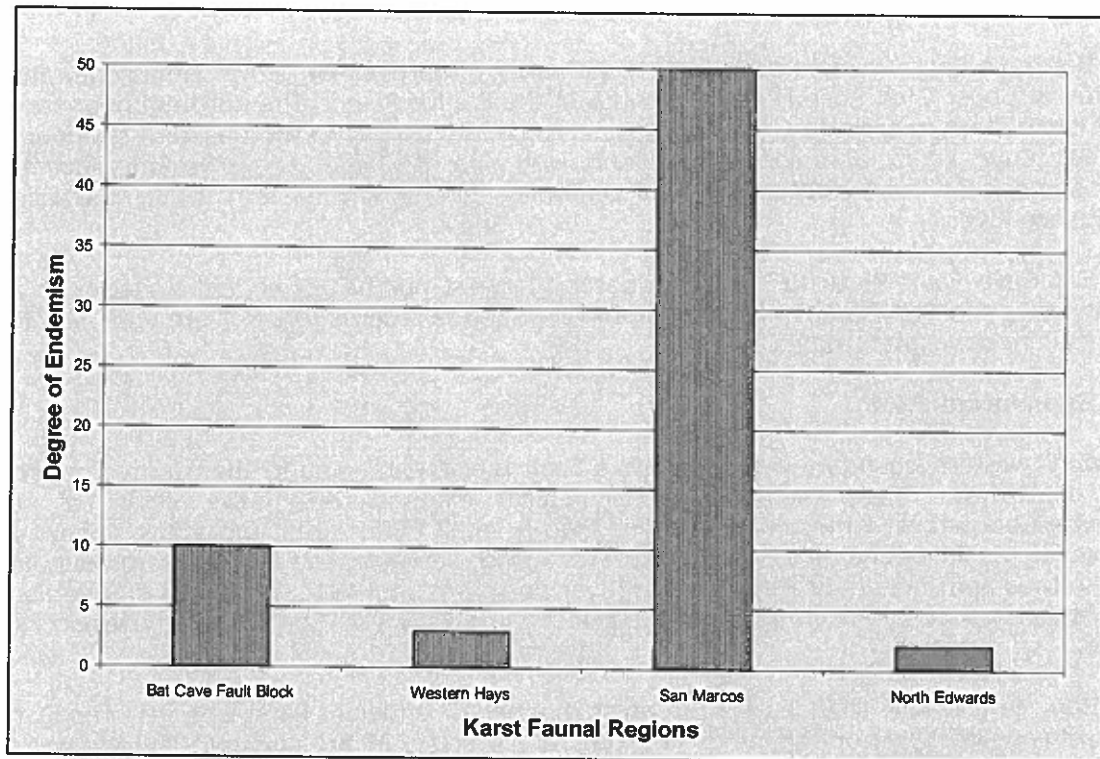


Figure 11. Endemism index: Karst Fauna Regions of Hays County.

PAE and NDM Analyses

All Species Data

The "All Species" data set contained 45 species that occurred in 22 cells (Table 2). TnT stored 16 best trees after 97,216 rearrangements. The consensus trees generated from the 16 best trees (Figures 12, 13) and NDM (Figure 14) chose the same set of three cells (A6-6, A6-7, A6-8) as the areas of highest endemism. However, the two methods identified different species as endemic (Table 3).

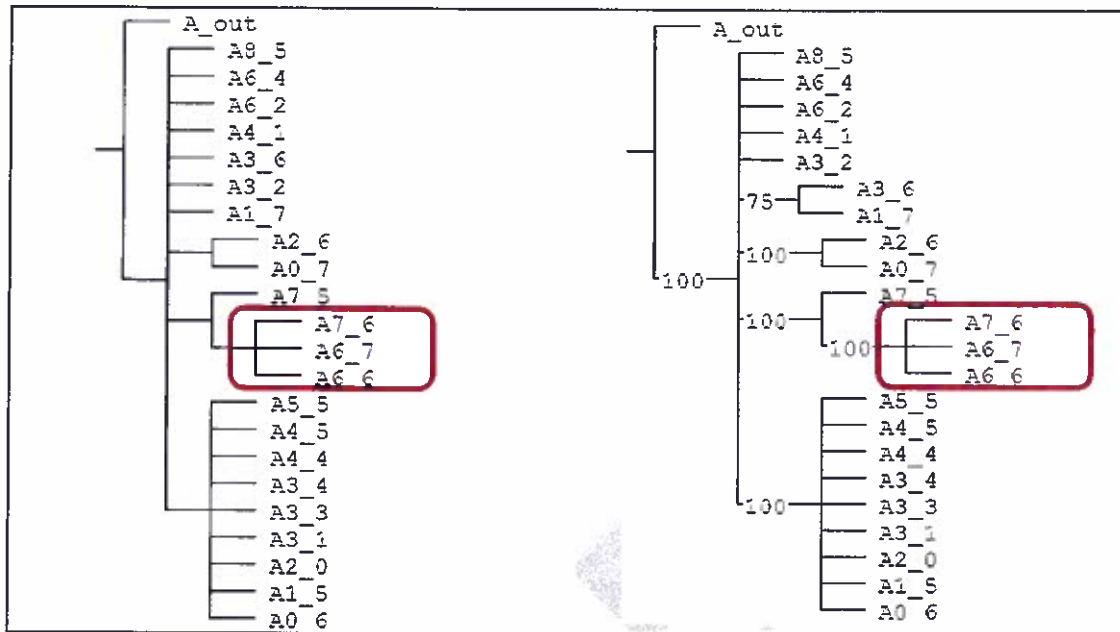


Figure 12. Strict Consensus Tree (left) and Majority Rule (50%) Consensus Tree for "All Species" generated using TnT. Trees were derived from 16 best trees generated after 97,216 rearrangements. The selected cells were interpreted as the areas of endemism.

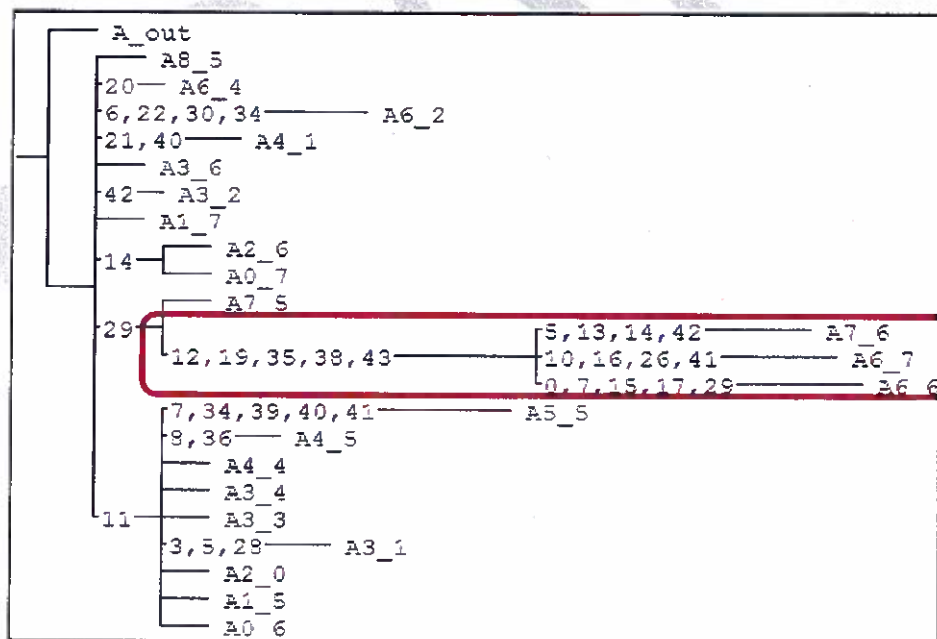


Figure 13. Synapomorphies common to all most Parsimonious Trees using "All Species". The selected cells were interpreted as the areas of endemism.

The only area of endemism identified by NDM had a score of 14.330; 17 species were identified as being endemic to the area (Figure 14). Different areas of endemism can have different sets of species. So, the inclusion of more than one area of endemism will result in the representation of more endemic species than in any single one of them. In this case, NDM identified only one area with a score greater than 2. Given the large difference (more than seven-fold) in the score of the identified area and any other potential area, no other areas of endemism with a score less than 2 were identified as such in this analysis.

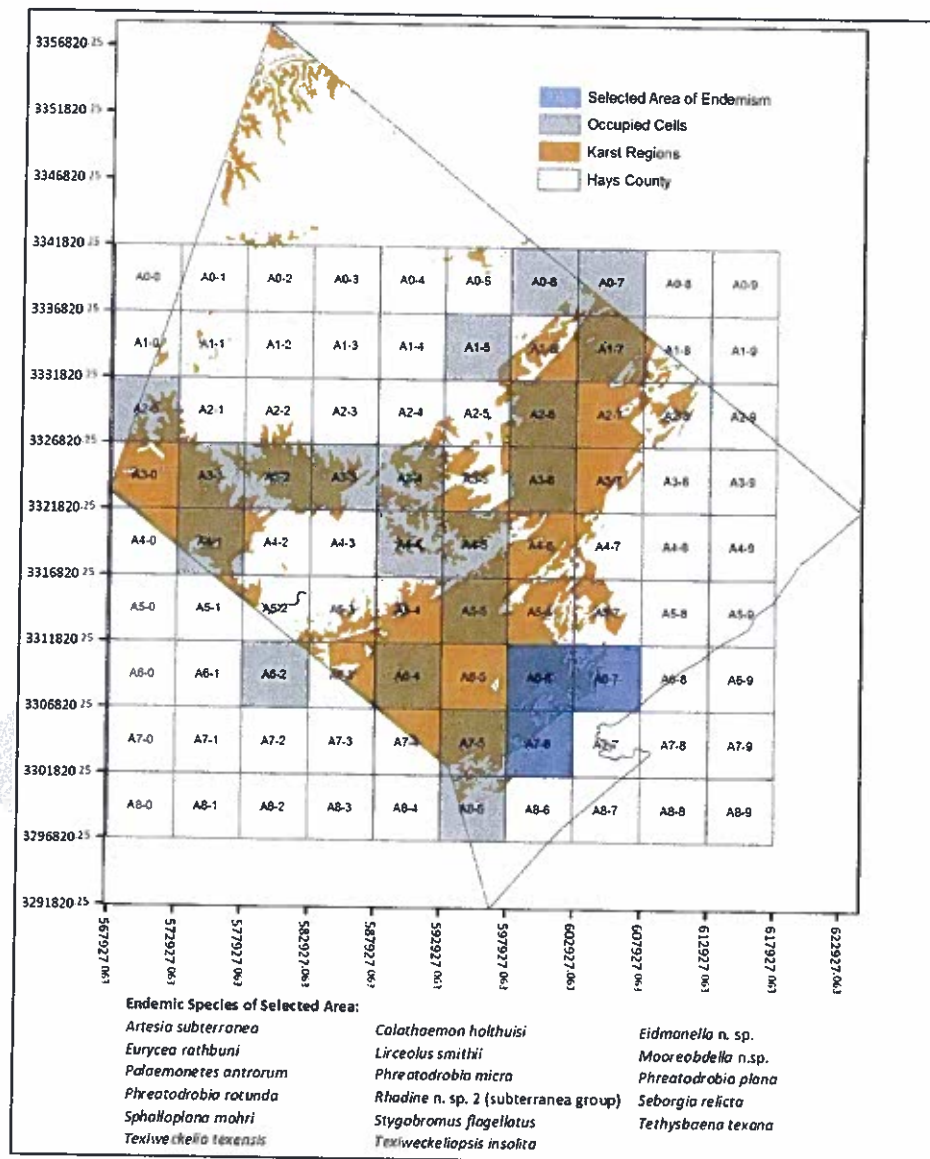


Figure 14. Area of Endemism determined by NDM using "All Species". Of 285 areas examined, the area in blue was the only one with a score of >2 ($E = 14.330$). Twenty-eight species were present in the area and 17 contributed to the score.

Table 3. Endemic species in the areas of endemism using "All Species" data. Dots indicate which species are designated as endemic by PAE and NDM.

Species # used in TnT and NDM	SPECIES	Endemic species in the area of endemism	
		PAE	NDM
0	<i>Allotexiweckelia hirsuta</i>	•	
1	<i>Arrhopilites texensis</i>		
2	<i>Artesia subterranea</i>		•
3	<i>Batrisodes grubbsi</i>		
4	<i>Calathaemon holthuisi</i>		•
5	<i>Cicurina ezelli</i>	•	
6	<i>Cicurina russelli</i>		
7	<i>Cicurina ubicki</i>	•	
8	<i>Comaldessus stygius</i>		
9	<i>Eidmanella</i> n. sp.		•
10	<i>Eurycea nana</i>	•	
11	<i>Eurycea pterophila</i>		
12	<i>Eurycea rathbuni</i>	•	•
13	<i>Eurycea robusta</i>	•	
14	<i>Eurycea</i> sp. federally listed (<i>nana/sosorum</i>)	•	
15	<i>Haideoporus texanus</i>	•	
16	<i>Heterelmis comalensis</i>	•	
17	<i>Holsingerius samacos</i>	•	
18	<i>Lirceolus smithii</i>		•
19	<i>Mooreobdella</i> n.sp.	•	•
20	<i>Neoleptoneta</i> eyeless n. sp.?		
21	<i>Neoleptoneta</i> n. sp. 1		
22	<i>Neoleptoneta</i> n. sp.2		
23	<i>Palaemonetes antrorum</i>		•
24	<i>Phreatodrobia micra</i>		•
25	<i>Phreatodrobia plana</i>		•
26	<i>Phreatodrobia punctata</i>	•	
27	<i>Phreatodrobia rotunda</i>		•
28	<i>Rhadine insolita</i>		
29	<i>Rhadine</i> n. sp. 2 (subterranea group)	•	•
30	<i>Rhadine</i> sp. [subterranea group] eyed		
31	<i>Rhadine</i> sp. cf. <i>austinica</i>		
32	<i>Seborgia relict</i>		•
33	<i>Sphalloplana mohri</i>		•
34	<i>Stygobromus balconis</i>		
35	<i>Stygobromus flagellatus</i>	•	•
36	<i>Stygoparnus comalensis</i>		

Species # used in TnT and NDM	SPECIES	Endemic species in the area of endemism	
		PAE	NDM
37	<i>Tartarocreagris grubbsi</i>		
38	<i>Tethysbaena texana</i>	.	.
39	<i>Texella diplospina</i>		
40	<i>Texella grubbsi</i>		
41	<i>Texella mulaiki</i>	.	
42	<i>Texella renkesae</i>	.	
43	<i>Texiweckelia texensis</i>	.	.
44	<i>Texiweckeliopsis insolita</i>		.

Modified Species Data

As a result of the grouping of all *Cicurina* species as *Cicurina bandida*, the modified species data set contained 43 species that occurred in 27 cells (Table 2). TnT stored 100 most parsimonious trees after 878,120 rearrangements. The consensus trees generated from the set of 100 best trees included the same three (A6-6, A6-7, A7-6) cells that NDM (Figure 14) chose as the most endemic area in the region.

Terrestrial Species

The "Terrestrial" data set contained 18 species that occurred in 14 cells (Table 2). TnT stored 40 most parsimonious trees after 59,165 rearrangements. The result of the consensus trees (Figures 15 and 16) agree with that of NDM (Figure 17). NDM, however, identified three areas of endemism with scores above 1 (Table 4).

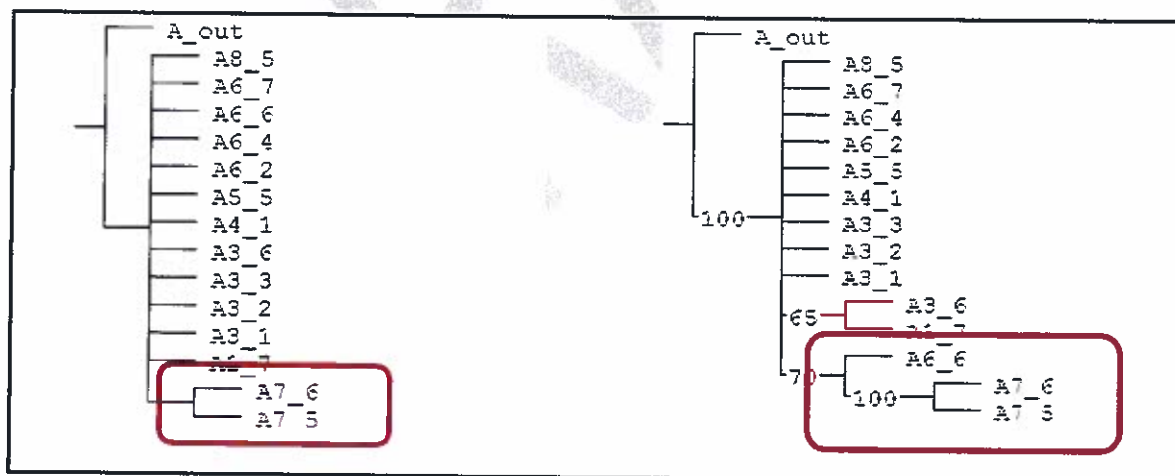


Figure 15. Strict Consensus Tree (left) and Majority Rule (50%) Consensus (right) for "Terrestrial Species" generated using TnT. The selected cells were interpreted as the areas of endemism.

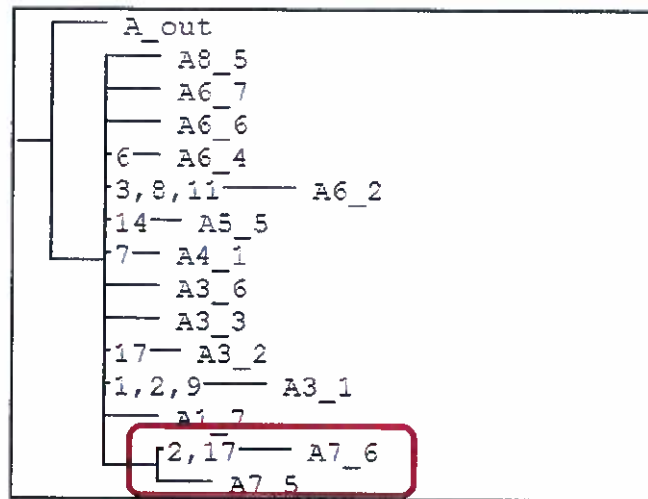


Figure 16. Synapomorphies common to all trees derived using "Terrestrial Species". The selected cells were interpreted as the areas of endemism.

Table 4. Endemic species in the areas of endemism using "Terrestrial Species". These results are for the area depicted in Figure 19 (with the highest score of all three areas, $E = 1.75$). The dots indicate which species are designated as endemic by PAE and NDM.

Species # used in TnT and NDM	SPECIES	Endemic species in the area of endemism	
		PAE	NDM
0	<i>Arrhopilites texensis</i>		
1	<i>Batrissodes grubbsi</i>		
2	<i>Cicurina ezelli</i>	.	
3	<i>Cicurina russelli</i>		
4	<i>Cicurina ubicki</i>		
5	<i>Eidmanella</i> n. sp.		.
6	<i>Neoleptoneta eyeless</i> n. sp.?		
7	<i>Neoleptoneta</i> n. sp. 1		
8	<i>Neoleptoneta</i> n. sp. 2		
9	<i>Rhadine insolita</i>		
10	<i>Rhadine</i> n. sp. 2 (subterranea group)		.
11	<i>Rhadine</i> sp. [subterranea group] eyed		
12	<i>Rhadine</i> sp. cf. <i>austinica</i>		
13	<i>Tartarocreagris grubbsi</i>		
14	<i>Texella diplospina</i>		
15	<i>Texella grubbsi</i>		
16	<i>Texella mulaiki</i>		
17	<i>Texella renkesae</i>	.	

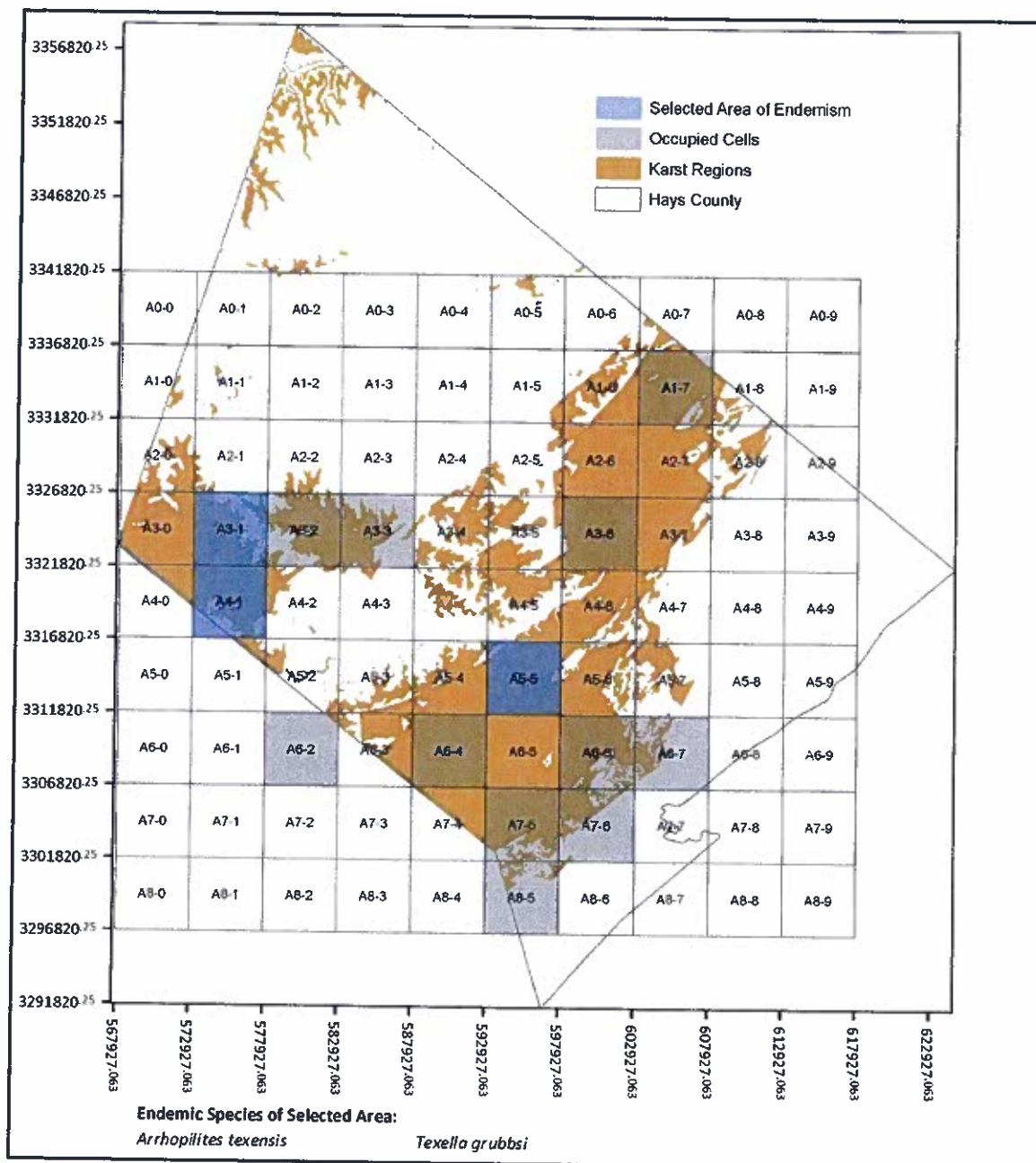


Figure 17. Areas of endemism (map 1 of 3) determined by NDM using "Terrestrial Species". A total of 104 areas were examined and three had a score > 0.10. Ten species were present in the area and two contributed to the score ($E = 1.666$).

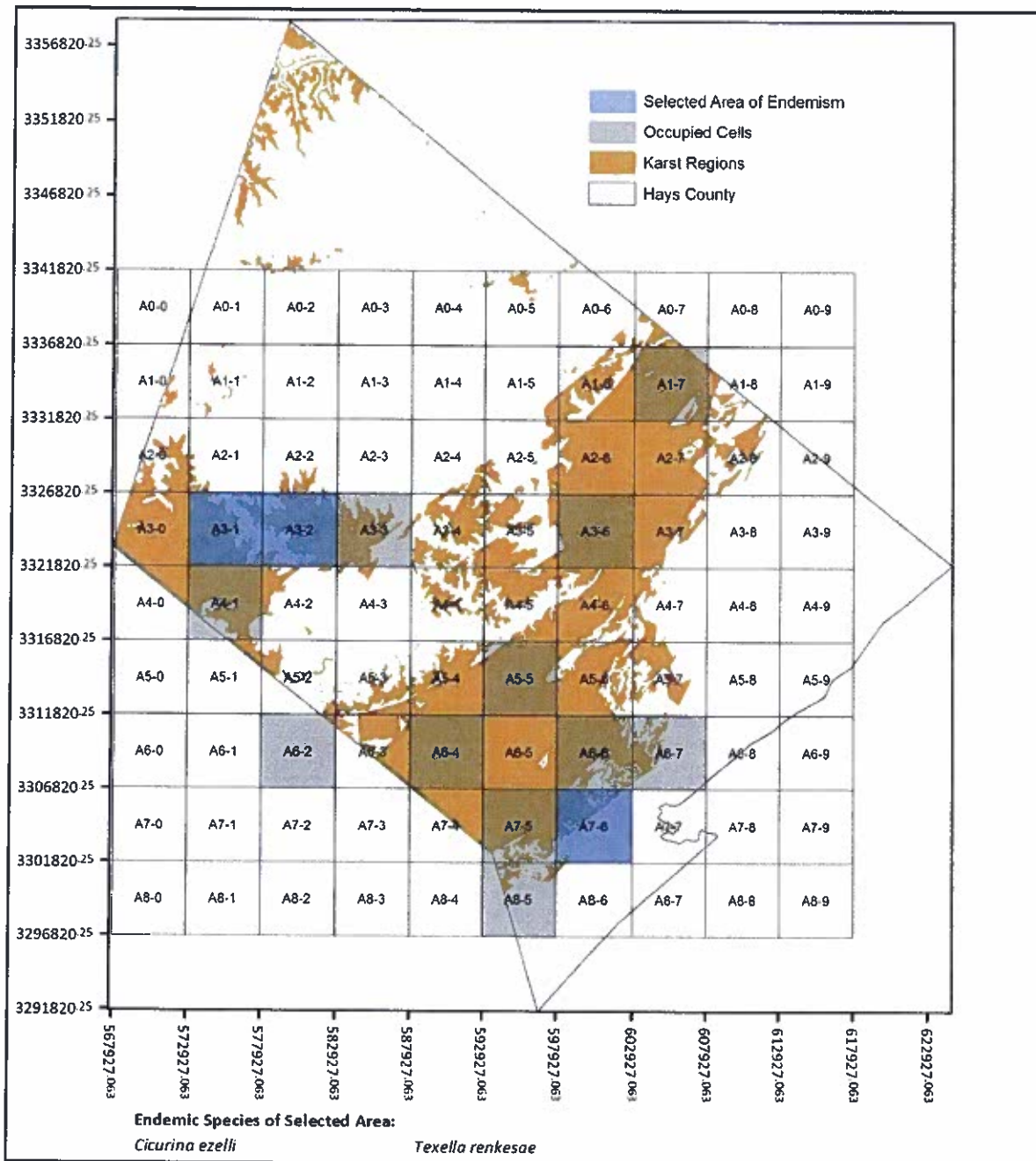


Figure 18. Areas of endemism (map 2 of 3) determined by NDM using "Terrestrial Species". A total of 104 areas were examined and three had a score > 0.10. Eight species were present in the area and two contributed to the score ($E = 1.666$).

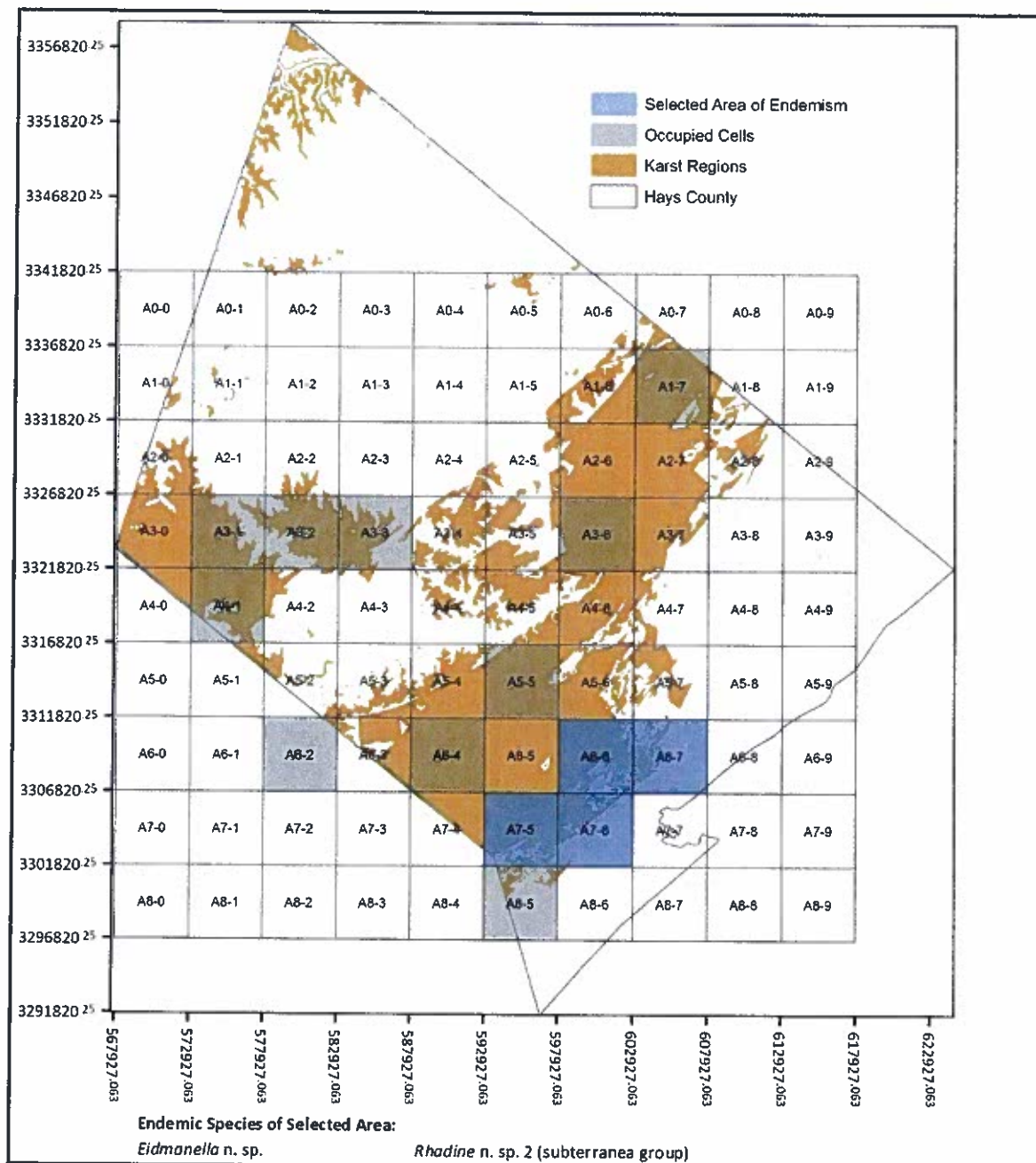


Figure 19. Areas of endemism (map 3 of 3) determined by NDM using "Terrestrial Species". A total of 104 areas were examined and three had a score > 0.10. Six species exist in the area and two species contributed to the score ($E = 1.750$).

Modified Terrestrial Species

The "Modified Terrestrial" data set contained 16 species that occurred in 20 cells (Table 2). TnT stored 20 most parsimonious trees after 81,390 rearrangements. The results of TnT (Figures 20 and 21) agree with that of NDM (Figures 22 and 23) for this data set. NDM, however, identified two areas of endemism with scores above 1 (Table 5).

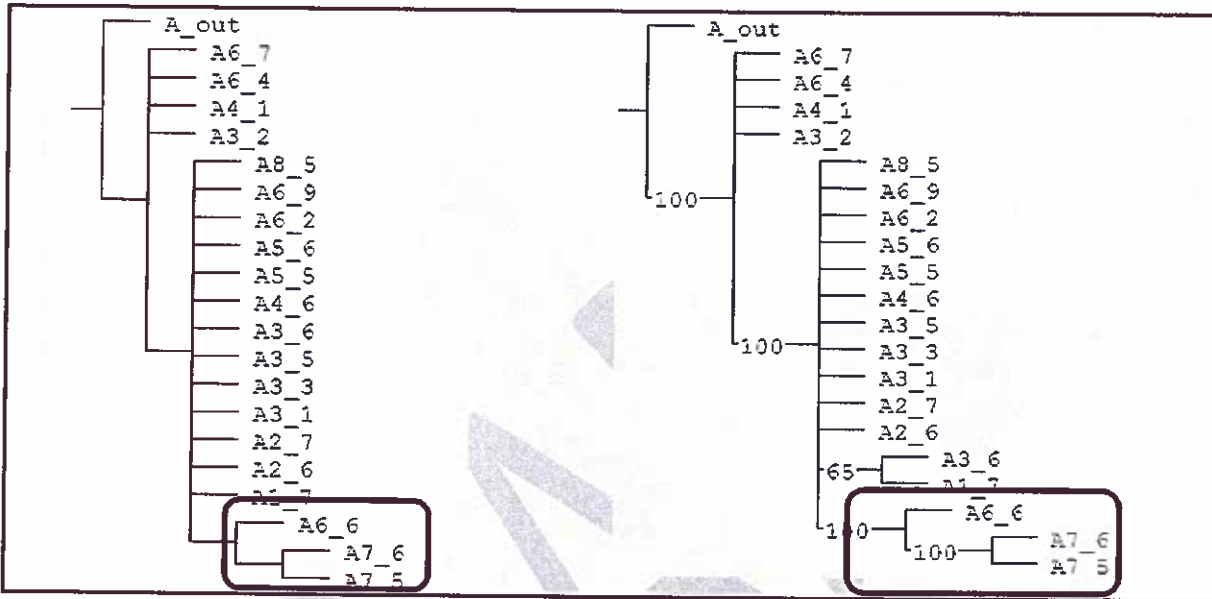


Figure 20. Strict Consensus Tree (left) and Majority Rule (50%) Consensus Tree (right) for "Modified Terrestrial Species" generated using TnT. The selected cells were interpreted as the areas of endemism.

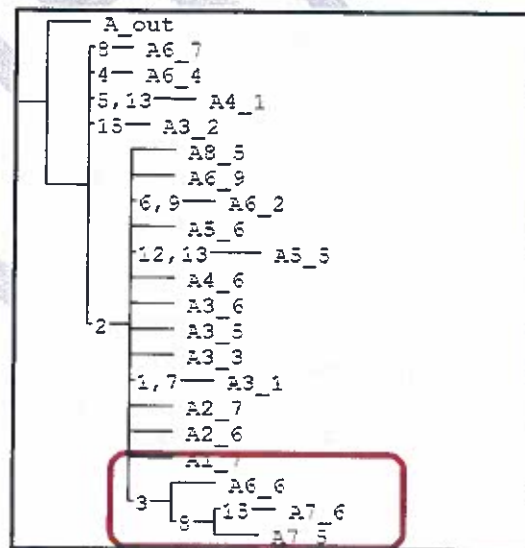


Figure 21. Synapomorphies common to all trees derived using "Modified Terrestrial Species". The selected cells were interpreted as the areas of endemism.

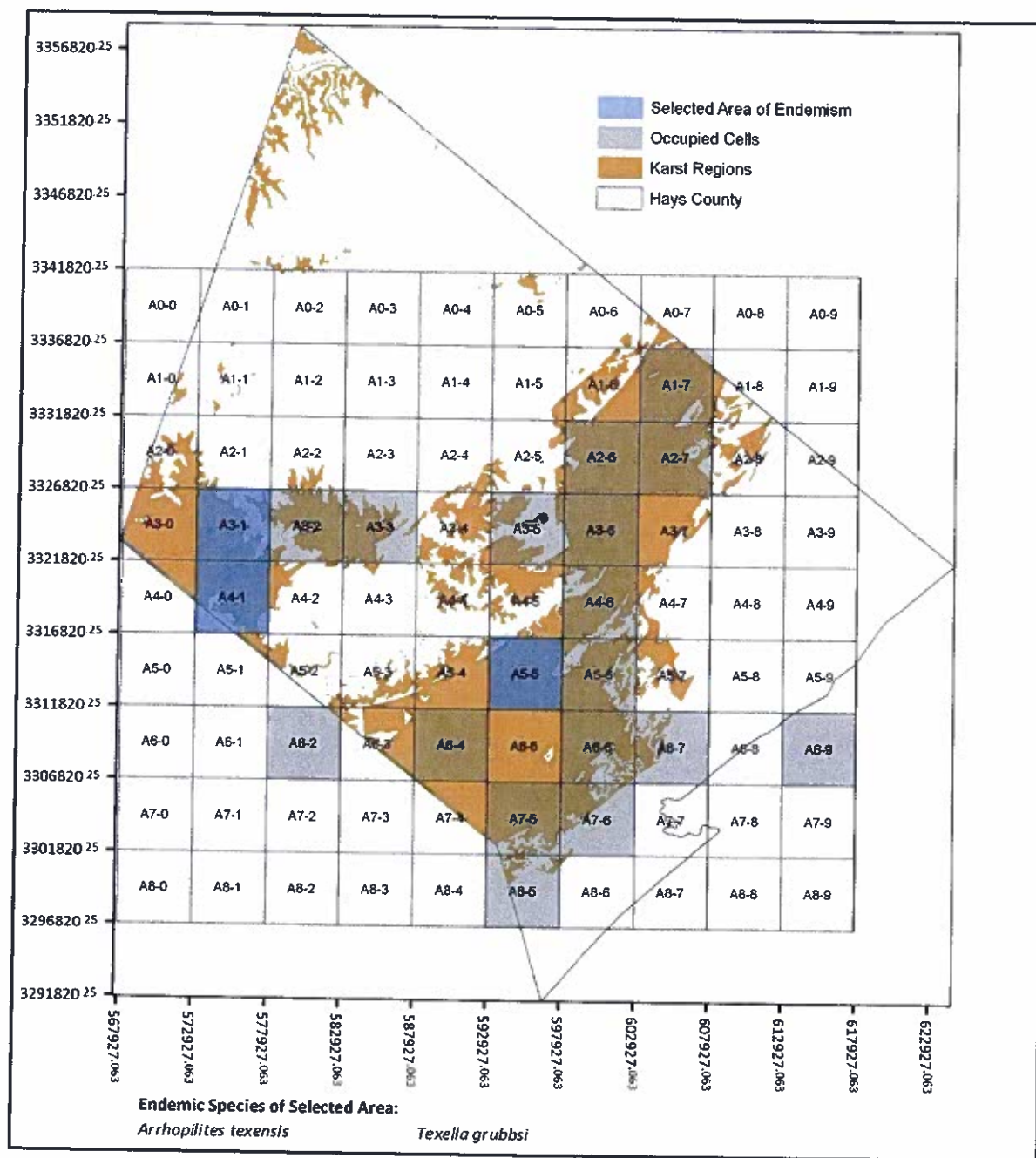


Figure 22. Areas of endemism determined by NDM using "Modified Terrestrial Species". A total of 103 areas were examined and two had a score > 0.10. Nine species exist in the area and two species contributed to the score ($E = 1.666$).

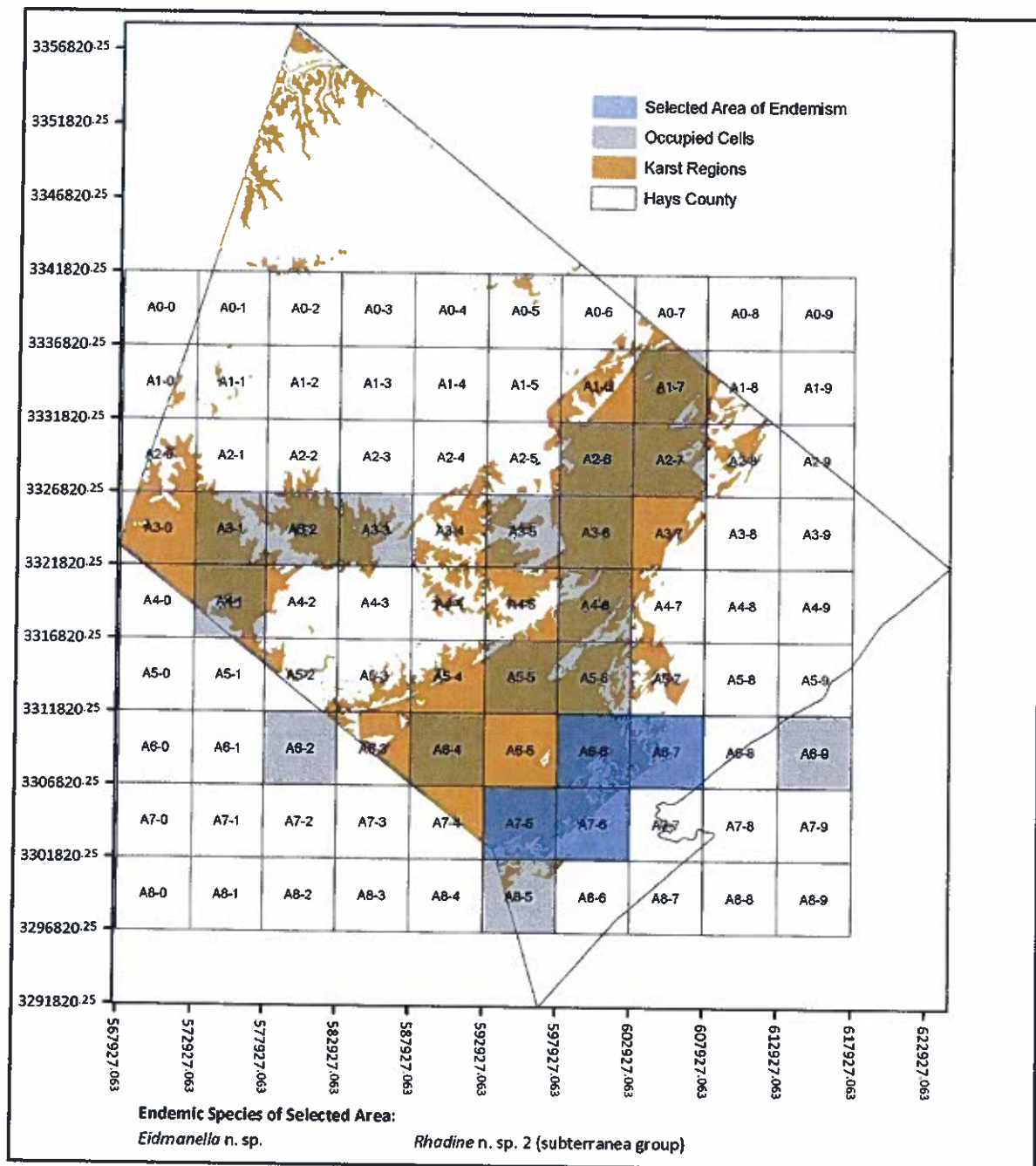


Figure 23. Areas of endemism determined by NDM using "Modified Terrestrial Species". A total of 103 areas were examined and two had a score > 0.10. Five species exist in the area and two species contributed to the score ($E = 1.750$).

Table 5. Endemic species in areas of endemism using "Modified Terrestrial Species". These results are for the area depicted in Figure 23 (with the highest score among the two areas, $E = 1.75$). The dots indicate which species are designated as endemic by PAE and NDM.

Species # used in TnT and NDM	SPECIES	Endemic species in the area of endemism	
		PAE	NDM
0	<i>Arrhopilites texensis</i>		
1	<i>Batrisodes grubbsi</i>		
2	<i>Cicurina bandida</i>		
3	<i>Eidmanella</i> n. sp.	•	•
4	<i>Neoleptoneta</i> eyeless n. sp.?		
5	<i>Neoleptoneta</i> n. sp. 1		
6	<i>Neoleptoneta</i> n. sp.2		
7	<i>Rhadine insolita</i>		
8	<i>Rhadine</i> n. sp. 2 (subterranea group)	•	•
9	<i>Rhadine</i> sp. [subterranea group] eyed		
10	<i>Rhadine</i> sp. cf. <i>austinica</i>		
11	<i>Tartarocreagris grubbsi</i>		
12	<i>Texella diplospina</i>		
13	<i>Texella grubbsi</i>		
14	<i>Texella mulaiki</i>		
15	<i>Texella renkesae</i>	•	

Aquatic Species

The "Aquatic" data set contained 27 species that occurred in 15 cells (Table 2). TnT stored 16 trees after 34,027 rearrangements. The consensus trees (Figures 24 and 25) and NDM (Figure 26) identified the same set of cells as the areas of endemism (Table 6). Unlike terrestrial species, the aquatic species are highly endemic to these three grid cells. Because of this, the only area of endemism with score > 2 identified by NDM had a score of 13.330.

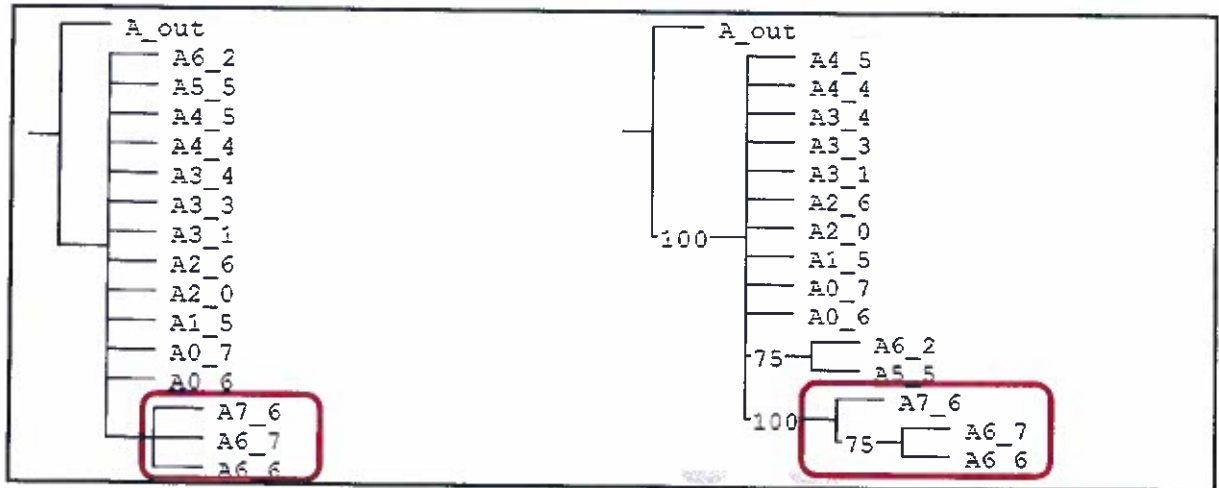


Figure 24. Strict Consensus Tree (left) and Majority Rule (50%) Consensus Tree (right) for "Aquatic Species" generated using TnT. The selected cells were interpreted as the areas of endemism.

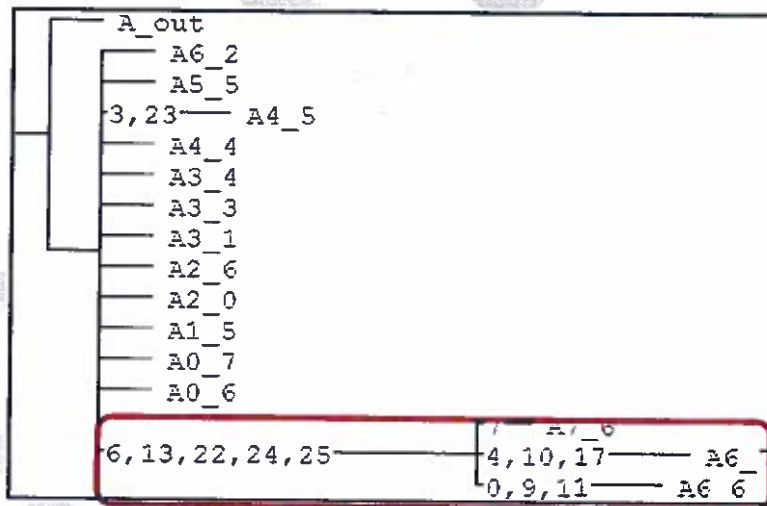


Figure 25. Synapomorphies common to all trees using "Aquatic Species". The selected cells were interpreted as the areas of endemism.

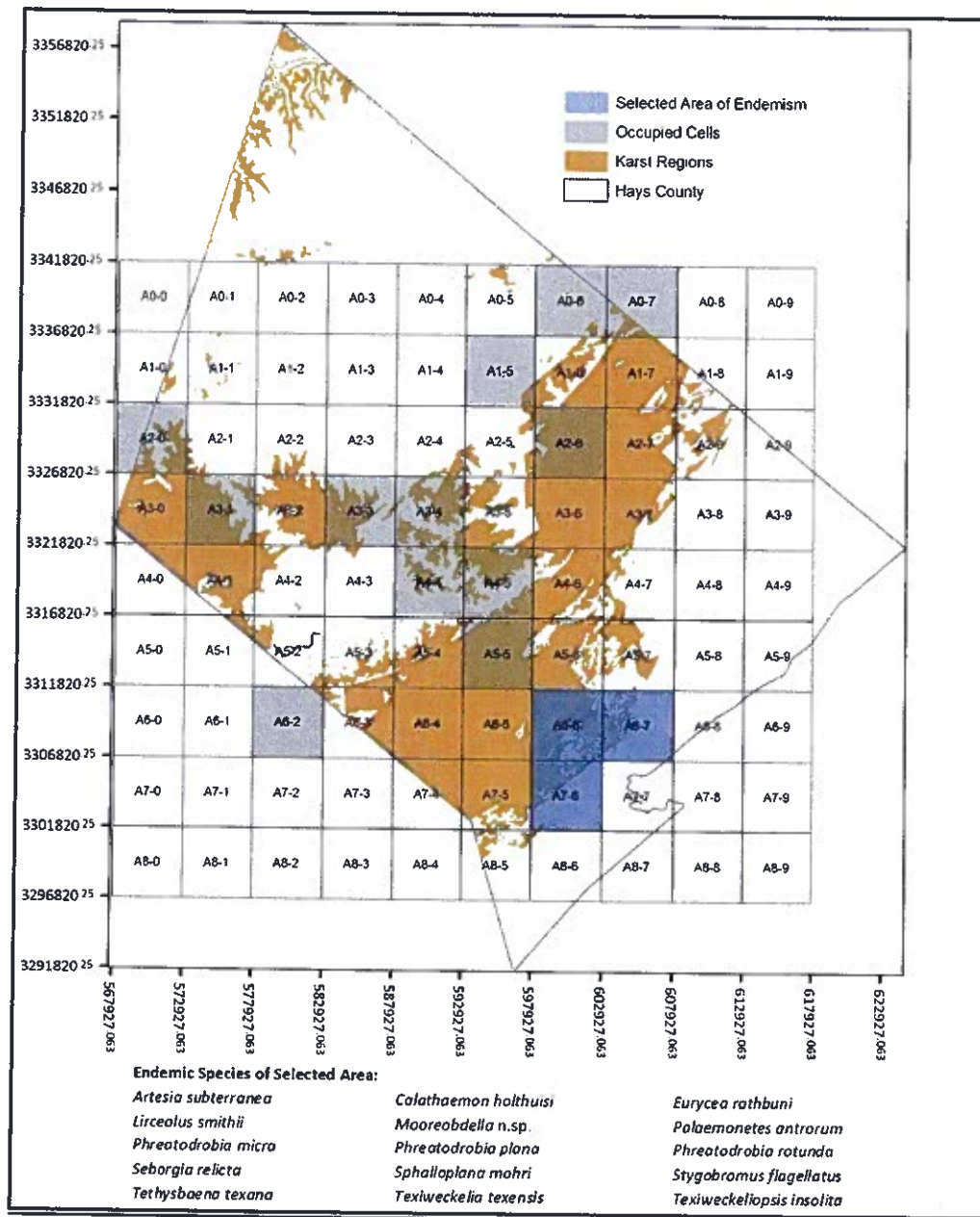


Figure 26. Areas of endemism determined by NDM using "Aquatic Species". Of 36 areas examined. This figure depicts the only area that received a score greater than 2 ($E = 13.330$). Twenty-three species exist in the area and 15 contributed to the score.

Table 6. Endemic species in areas of endemism using "Aquatic Species". The dots indicate which species are designated as endemic by PAE and NDM.

Species # used in TnT and NDM	SPECIES	Endemic species in the area of endemism	
		PAE	NDM
0	<i>Allotexiweckelia hirsuta</i>	•	
1	<i>Artesia subterranea</i>		•
2	<i>Calathaemon holthuisi</i>		•
3	<i>Comaldessus stygius</i>		
4	<i>Eurycea nana</i>	•	
5	<i>Eurycea pterophila</i>		
6	<i>Eurycea rathbuni</i>	•	•
7	<i>Eurycea robusta</i>	•	
8	<i>Eurycea</i> sp. federally listed (<i>nana/sosorum</i>)		
9	<i>Haideoporus texanus</i>	•	
10	<i>Heterelmis comalensis</i>	•	
11	<i>Holsingerius samacos</i>	•	
12	<i>Lirceolus smithii</i>		•
13	<i>Mooreobdella</i> n.sp.	•	•
14	<i>Palaemonetes antrorum</i>		•
15	<i>Phreatodrobia micra</i>		•
16	<i>Phreatodrobia plana</i>		•
17	<i>Phreatodrobia punctata</i>	•	
18	<i>Phreatodrobia rotunda</i>		•
19	<i>Seborgia relicta</i>		•
20	<i>Sphalloplana mohri</i>		•
21	<i>Stygobromus balconis</i>		
22	<i>Stygobromus flagellatus</i>	•	•
23	<i>Stygoparnus comalensis</i>		
24	<i>Tethysbaena texana</i>	•	•
25	<i>Texiweckelia texensis</i>	•	•
26	<i>Texiweckeliopsis insolita</i>		•

Discussion

During our assessment of methods for creating management units for cave species, we accrued a list of pros and cons for different methods, and provide a review of that here. In addition to the methods we used in this county, we review and discuss genetic data from this county and others as another source of data from which to create karst faunal regions.

Karst Fauna Regions

In our effort to use similar techniques to those used in Karst Travis, Williamson and Bexar counties to create Karst Fauna Regions, we determined the primary advantage of the method is that it has a focus on habitat continuity, and allows for the integration of multiple datasets (biogeographic, geologic, endemism). Habitat continuity is commonly used as a factor for creating endangered species management units (USFWS 1991 and 1992). Using habitat continuity makes sense when considering the use of these area delineations. For example, it may be determined that in order to downlist an endangered species, at least five populations in each management area need to be preserved, or it may be determined that harm to endangered species that results from development activities needs to be mitigated within the same management unit. These decisions are likely made with the consideration of potential migration within the management unit and preservation of within-species genetic diversity among management units.

The method also allows for integration of multiple datasets. In the case of our creation of the San Marcos KFR, the number of aquatic endemics was so compelling that we re-evaluated the geologic information and created a unique KFR ("splitting") to reflect that information. In the case of the Georgetown/Edwards outliers in the central portion of the county, we had only two records of widespread species there, so we made a decision to lump those formations into the nearby Western Hays KFR in order to reflect the continuity of aquatic habitat.

There are many downsides to this method, as well. It is subjective and iterative, therefore not precisely repeatable. If the same dataset were provided to a different set of biogeographers, they would likely find a different solution than we did. Except in the cases where we have data-rich sites (e.g. San Marcos Springs area), decisions about lumping or splitting regions were often based on few species with few locality records. The criteria for making those decisions were different depending on the taxon involved, largely because of differences in habitat requirements (e.g. aquatic vs. terrestrial). One might also expect that differences in phylogenetic history would lead to different patterns of biogeography, as with aquifer adapted cirolanid vs. asellid isopods in Texas (Krejca 2005). Contributing to this problem is the lack of sampling in some regions which greatly affects the outcome of the map.

Essentially the only KFR we created that is strongly supported by repeatable techniques is the San Marcos KFR. There are many endemic species in that region, and both a qualitative examination of the range maps and the statistically rigorous endemism analyses (PAE and NDM) supported this region. The other regions are weakly supported by only qualitative examination.

Endemism analyses

We performed endemism analyses using three methods. The first, percentage of shared species, showed graphically the high amount of endemism in the San Marcos KFR. The three other KFRs all yielded low values (ten or below) despite the presence of some endemic species. This method is part of the iterative procedure as per the discussion on KFRs above. As such, it has many of the pros and cons of that method. It is a subjective *post hoc* analysis because the regions are determined first by examination of both the geology and species range maps. Endemism is then calculated for each region. It is common in biogeographic studies to perform such analyses, however clearly the results are somewhat pre-determined based on the user-defined input. The advantage is that it has the "human

touch" of being able to see both strong and weak patterns, but it also has the disadvantage of a lack of statistic rigor and repeatability.

The area results of the PAE and NDM were almost always identical. In the few cases in which discrepancies appeared, areas of endemism determined by NDM included one or two cells beyond those selected by the PAE. In general, the areas of highest endemism across the data sets include three 5 km x 5 km cells (A6-6, A6-7 and A7-6 on Figures 14 and 26), and this area of endemism proved to be remarkably robust in this analysis.

The PAE and NDM identified different species as endemic for each of the five data sets. However, the species identified as endemic depend critically on the exact form of the PAE and the objective function of NDM. Consequently, results can be artefactual and must be treated with caution.

Aquatic species of the region have the highest relative representation and endemism in the area of endemism (Figure 26). Aquatic species contribute 93% of the endemism score to the areas selected for the "All Species" and "Modified Species" data sets. Representation and endemism is much lower for terrestrial species. However, this does not imply that the terrestrial species themselves are less endemic but rather that the selected areas of endemism for terrestrial species contain relatively few species because terrestrial endemic species are distributed across the landscape.

Clearly the advantage of these two methods is that they are extremely robust. The selection of regions of endemism is as close to a 'blind' process as is possible, the process is repeatable and creates answers with numeric values and testable results. While the results of this method are clearly valid, a potential problem is in the interpretation. The results of this method created only one area of endemism as a result of the input data (vs. the five areas described above). Our knowledge of the history of sampling is that the effort in this area is exceedingly high compared to other areas in the county. San Marcos Springs is the locality for several endangered species and receives significantly more biological surveys than other springs in Hays County. The Artesian Well on Texas State University (TSU) campus has been intensively sampled for decades (e.g. Holsinger and Longley 1980). The terrestrial fauna at Wonder World Drive are better sampled than any other area in the county (Veni 2002) and Ezell's Cave has received more visits by biologists than any other cave in the state (Krejca and Gluesenkamp 2007). Therefore we interpret this single area of endemism to be at least partially associated with unequal sampling. The downsides of using this method are that only one dataset is used (biological) and therefore biases in that dataset (e.g. unequal sampling) are reflected in the results. It also does not take into account habitat continuity, for example while the endemic species are known from three cells, the geology might be the same in neighboring cells that are undersampled.

Genetic analyses

Genetic analyses were not performed within the scope of this project, but genetic data are being collected rapidly and several studies exist on species in Hays County. It is a valid technique for biogeography, therefore we discuss it here. Genetic studies have many advantages in terms of defining management units: in many cases they are data rich (e.g. genes with many base pairs of information), the methods are scientifically defensible and statistically rigorous. The downside is that after a tree is created, there is a common step performed that involves *post-hoc* interpretation to create hypotheses about vicariant events that lead to the tree. Few researchers perform statistical tests of trees (e.g. Hillis et al. 1996, Huelsenbeck et al. 1996). When Krejca (2005) tested the gene trees of cave species against a logical null hypothesis, simple geographic distance, she was not able to disprove

the null. It is possible that many gene trees are no more geographically informative for among-population relatedness than a simple map of distance. This demonstrates that it is easy to over-interpret phylogenetic trees. Because of this problem, and also because genes track historic population connections and not the modern ability of individuals to repopulate disjunct areas, we support the use of these methods only in combination with assessments of modern habitat continuity.

Recommendations

Delineating endangered species recovery regions is not a simple task. No single method is supported in this study; instead the intent is to point out obvious characteristics: the use of different methods yields different results. When charged with this task, a recommendation is made clearly defining those methods at every step and making the reasoning behind each decision transparent. When there is a choice between two similar methods at some stage, it is ideal to use both and evaluate the differences in results. If the differences in scale are minor (e.g. in our study between PAE and NDM), this lends confidence to the results. In this study, the difference between using the iterative method and the PAE/NDM method was major: the first created five KFRs and the second created only a single area of endemism. In this case the purpose of the subdivisions needs to be assessed in order to be certain that the right method is used.

For delineating regions for cave fauna conservation, methods that include at least some component of a habitat-based solution are supported, and are not totally dependent on biological data. The reasoning is that cave conservation needs to proceed reasonably conservatively because caves cannot be "re-grown" and karst habitat is not easily remediated. In the case of genetically or morphologically identical populations on either side of a divide that is entirely non-karstic, a conservative approach is to use the evolutionary species concept. In this case the assumption would be that the two populations could not exchange genes in the future therefore they are treated as independent. In the case of no species records in a karst region, a recommendation is made which assumes that the sampling effort is not complete, therefore species may be present. The iterative process we employed here uses geologic information to make hypotheses about potential species occupation.

Creating a single map that represents many species is obviously complex. In the case where many explicit decisions need to be made about specific Hays County karst species, we suggest that a different map is needed for each species. The obvious complexity with our dataset is that we incorporate both terrestrial and aquatic species. However even within groups of species that occur in the same habitat there are many reasons to create different biogeographic boundaries. For example the phylogenetic history of each taxon is expected to be different (e.g. Krejca 2005), and many other factors including migration rates, life history strategies, reproduction and even evolution rates may dictate the need to create unique maps for each species.

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DRAFT

Personnel

Dr. Jean Krejca served as the Scientific Coordinator for this project. She also assisted with field surveys, data analysis and wrote portions of this report. She is a subterranean species specialist. Jean has a Bachelor's degree in Zoology, and a Ph.D. in Evolution, Ecology and Behavior from the University of Texas. Her dissertation work focused on cave adapted aquatic fauna, biogeography and hydrology of Texas and North Mexico. Since 1991 she has worked as a cave biologist and her experience in that area spans across the United States (Arkansas, California, Texas, Nevada, Illinois, Missouri, Indiana, Tennessee, North and South Carolina) as well as Mexico, Belize, Thailand and Malaysia. Her publication list on these areas is extensive. Texas cave biology experience started in 1997 and includes detailed collections of aquatic cave fauna for research, monitoring for endangered species, and working as a Karst Invertebrate Specialist for the U.S. Fish and Wildlife Service. In 2003 she co-founded Zara Environmental LLC where she continued her work from independent consulting and expanded to perform land management for landowners with endangered species, consult on endangered species permits, and perform custom research projects. In addition she has been involved with a variety of public outreach efforts such as public talks, field trips, and cave biology photography. She holds a USFWS endangered species permit (TE028652-0) and several state permits.

Kathleen O'Connor managed this project, oversaw data compilation and management, coordinated and conducted site visits and wrote portions of the text. Kathleen earned her M.S. in Wildlife Ecology from Texas State University with an emphasis on herpetology. She has over five years of experience working with both endangered birds and karst invertebrates of Central Texas, including extensive work in the Balcones Canyonlands Preserve. Prior to earning her degree, Kathleen completed a USFWS Americorps term at the San Marcos Federal Fish Hatchery and Technology Center, where she gained valuable experience working with several endangered aquatic species, including the Texas Blind Salamander and the San Marcos Salamander. She holds a USFWS endangered species permit # TE227505.

Marcus O. Gary contributed to the geology and geospatial analyses. Marcus is a hydrogeologist specializing in karst forming processes and the implications that karst geology has on natural resource management. Marcus received an Associate of Science degree in Marine Technology at the College of Oceaneering, a B.S. degree in hydrogeology and environmental geology at the University of Texas, and is currently working on a volcanogenic karst dissertation project at the University of Texas. His research has been internationally recognized for investigating of the world's deepest underwater sinkhole and interpreting the geologic mechanisms that formed the karst system. For eight years he worked in the Texas Water Science Center of the U.S. Geological Survey, performing a multitude of tasks related to water resources. Projects included developing methods to quantify spring flow using acoustic technology, monitoring stage and water chemistry parameters at springs, performing a geochemical investigation of the Barton Springs Segment of the Edwards Aquifer, providing diving support for coring and karst monitoring projects, serving as a dive safety officer for the Central Region, and designing and implementing a variety of continuous monitoring projects at locations across Texas. His work at Zara since 2007 includes geologic assessments, drainage basin delineation, and dye tracing.

Peter Sprouse assisted with coordination of field visits and assisted with biological surveys at several Hays County caves. Mr. Sprouse has extensive experience in karst studies, endangered species, and cartography. He has thirty nine years of expertise exploring and studying caves and a wide knowledge of karst biology, with nine species named in his honor. He has spent many years as a professional contractor conducting karst surveys, biological inventories, and cave mapping in central Texas. The National Speleological Society has given him the prestigious Lew Bicking Award, named him an NSS Fellow, and he was the medal winner in the 1980 and 1986 NSS Cartographic Salons. He holds a USFWS endangered species permit # TE014168-0.

Dr. Sahotra Sarkar and his lab assistants, Kumar Mainali and Blake Sissel of the Biodiversity and Biocultural Conservation Laboratory at University of Texas at Austin, provided all PAE and NDM analyses of the data. Dr. Sahotra Sarkar is a philosophy professor and integrative biologist at the University of Texas at Austin. He is the author of several books and articles about philosophy and science. He earned a BA from Columbia University, and a MA and PhD from the University of Chicago.

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 modify and/or terminate existing interlocal agreements for the 911 addressing responsibilities in various municipalities throughout Hays County.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: August 3, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Judge Sumter

SUMMARY:

Currently Hays County Development Services staff is responsible for the assignment of 911 addresses throughout most of Hays County. We currently have inter-local agreements in place with the Cities of Buda, Kyle, Dripping Springs, Niederwald, and Uhland. Staff has proposed a revised agreement that complies with most recently adopted Hays County development regulations and will replace the existing agreements as well as serve the municipalities who do not currently have addressing staff or an agreement in place.

Agenda Item Request Form

Hays County Commissioners' Court

9:00 a.m. Every Tuesday

Request forms are due in the County Judge's Office

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

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

AGENDA ITEM:

Discussion and possible action to authorize the County Judge to execute a series of superseding interlocal agreements for the 911 addressing responsibilities in various municipalities throughout Hays County.

TYPE OF ITEM: ACTION

PREFERRED MEETING DATE REQUESTED: August 3, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Garza

SPONSORED BY: Judge Sumter

SUMMARY:

Currently Hays County Development Services staff is responsible for the assignment of 911 addresses throughout most of Hays County. This area includes the unincorporated areas and all municipalities except the City of San Marcos. It has been 10 years since the adoption of the original agreements and the revised agreement will ensure compliance with currently adopted development regulations. A copy of the agreement is attached.

COUNTY OF HAYS

STATE OF TEXAS

INTERLOCAL AGREEMENT FOR 911 ADDRESSING

This **INTERLOCAL AGREEMENT FOR 911 ADDRESSING** ("Agreement") is executed as of the ____ day of _____, 2010, by and between the **COUNTY OF HAYS**, a political subdivision of the State of Texas, hereinafter referred to as the "County", and the **CITY OF _____**, Texas, a general law municipal corporation under the laws of the State of Texas, hereinafter referred to as the "City", acting by and through their duly authorized representatives.

WHEREAS, the Commissioners Court of the County (the "Court") and the City Council of the City (the "Council") have each found that contracting for and with respect to the governmental services hereinafter described will result in increased efficiency and economy to the citizens of each such governmental entity; and

WHEREAS, both the County and the City desire to enter into an Interlocal Agreement, pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code, whereby the County will provide the City with Street Address Assignment;

NOW, THEREFORE, for and in consideration of the covenants, conditions, and undertakings hereinafter described, and the benefits to accrue to the citizens of the County and the City, the parties contract, covenant and agree to provide certain governmental services and functions as follows:

Section 1. Services Provided by Hays County 911 Addressing. As long as there is sufficient current funds available and following the guidelines adopted by the Hays County Commissioners Court on January 14, 1991, the County, with the assistance and cooperation of the City, shall perform and provide the following services:

- A. Assign an address for each addressable structure, whether vacant or not.
- B. Approve street names and name layout submitted for new subdivisions located within the corporate limits of the City.
- C. Assign addresses to all newly-accepted-and-approved subdivisions in the City.
- D. Update and maintain the Master Street Addressing Guide (MSAG) with the current database provider for all addresses in the City.
- E. Provide copies of addressed plats to 1) all emergency services entities that might provide services to those subdivisions, 2) Hays County Appraisal District, 3) the postal service, and 4) City (upon request).

Section 2. Services Provided by the City of Uhland. The City with the assistance and cooperation of the County, shall:

- A. Include in the necessary steps of subdivision review requirement that the County must approve all new street names and name layout on behalf of the City for the purposes of Hays County 911 Addressing.
- B. Provide the County two copies of all newly accepted and approved subdivision plats in the City.
- C. Provide the County digital data of the plat in a format that is in compliance with Hays County Development Regulations.
- D. Provide notification to the County of all upcoming subdivisions.
- E. Coordinate with the County 9-1-1 Addressing Office regarding any necessary street name or address changes.
- F. Provide to the County 911 Addressing Office copies of all signed ordinances and maps in accordance with Election Code, Chapter 42 Subchapter C Section 42.0615 and Local Government Code Chapter 41.
- G. Appoint a staff person as a point of contact for the County 9-1-1 Addressing Office.

Section 3. Amendments and Modifications. This Agreement may not be amended or modified except in writing executed by the City and The County and authorized by both governing bodies.

Section 4. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

Section 5. Termination. This Agreement may be terminated by either of the governing bodies, upon giving written notice thereof to the other governing body not less than thirty (30) days prior to the anticipated termination date.

Section 6. Provision of a Contact. The City will provide a contact for the County Addressing Coordinator. The City reserves the right to change the contact as needed by giving written notice to the County.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officers' thereunto duly authorized as of the date first written above.

ATTEST:

CITY OF _____, TEXAS

By: _____
Title: City Secretary

By: _____
Title: Mayor

Date: _____

Date: _____

ATTEST:

HAYS COUNTY, TEXAS

By: _____
Title: County Clerk

By: _____
Title: County Judge

Date: _____

Date: _____

By: _____
Title: 911 Database Coordinator

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 Work Authorization/Amendment to the Master Agreement between Lockwood, Andrews & Newnam, Inc (LAN) and Hays County for Construction Administration and Inspection Services for the Dacy Lane Project.

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

PREFERRED MEETING DATE REQUESTED: .. 2010

AMOUNT REQUIRED: \$254,596

LINE ITEM NUMBER OF FUNDS REQUIRED: 024-801-96-509.5611

REQUESTED BY: Debbie Ingalsbe

SPONSORED BY: Debbie Ingalsbe

SUMMARY: On July 6, 2010 the court awarded the Dacy Lane Construction Contract to Capital Excavation Inc. The bid came at \$5.7M, 30% below the engineer's estimate of \$8.2M.

This action would allow for Construction Administration and Inspection Services as outlined in the attached back-up.

Agenda Item Routing Form

DESCRIPTION OF Item: Approve Work Authorization/Amendment to the Master Agreement between Lockwood, Andrews & Newnam, Inc (LAN) and Hays County for Construction Administration and Inspection Services for the Dacy Lane Project.

PREFERRED MEETING DATE REQUESTED: August 3, 2010

COUNTY AUDITOR

Typically Requires 1 Business Day Review

AMOUNT: \$245,596.00

LINE ITEM NUMBER: 024-801-96-509.5621

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: _____



**Lockwood, Andrews
& Newnam, Inc.**
A LEO A DALY COMPANY

July 21, 2010

Hon. Debbie Ingalsbe
Commissioner, Precinct 1
Hays County
111 E. San Antonio St., Suite 304
San Marcos, TX 78666

**Re: Dacy Lane Phase 1
Construction Administration and Inspection Services Proposal**

Commissioner Ingalsbe:

Lockwood, Andrews & Newnam, Inc. (LAN) is pleased to submit our proposal for construction administration and inspection services associated with the Dacy Lane Phase 1 project. This proposal includes services of our engineers (Construction Administration) to help ensure that the project is built in accordance with the approved plans and specifications. In addition, we are proposing to subcontract inspection phase services to WMT Construction Management Services (WMT) to handle daily inspections. Below is a more detailed breakdown of the scope of services anticipated to be provided.

Construction Administration Scope of Services:

- Pre-construction meeting
- Review of submittals / shop drawings
- Review and respond to Contractor prepared RFIs
- Bi-weekly site visit (assumes 18-month construction duration)
- Site visit specifically for bridge construction (2 visits by Engineers from Dallas)
- Monthly construction coordination meeting
- Change order review
- Prepare record drawings
- Project close-out

In addition to the construction administration, LAN proposes to use WMT for construction inspection. Below is a detailed breakdown of the scope of services for inspection.

Construction Inspection Scope of Services:

- Oversight and inspection of roadway and bridge components of project (utility inspection to be provided by the City of Kyle)
- Coordinate with Contractor for project scheduling purposes
- Oversight coordination of testing lab sampling and testing (testing to be provided by Contractor)
- Review and make recommendations on Contractor pay applications
- Report to LAN on issues as they arise
- Provide weekly project status report
- Provide documentation of events and digital photographs in the field
- Notify appropriate personnel upon recognition of deficiencies
- Attend Contractor's weekly progress meetings and client's monthly progress meetings



**Lockwood, Andrews
& Newnam, Inc.**

A LEO A DALY COMPANY

Included in this estimate is the additional design effort required for the drainage culvert under Goforth Road.

The LAN team proposes to provide these services on an hourly basis in an amount not to exceed \$254,596, including WMT's services. Attached is a detailed man-hour breakdown of the estimate by task and by personnel and below is our proposed rate schedule.

Proposed Rate Table	
Project Manager	\$170.00
Senior Engineer	\$155.00
Project Engineer	\$130.00
CADD Operator	\$100.00
Graduate Engineer (EIT)	\$95.00
Admin / Clerical	\$75.00
Inspector (Base Rate - \$55.00)	\$60.50

The following services are not included in the scope:

- Material testing services
- Resident Project Representative services.

If you have any questions or require additional information, please call me at 512-396-4040 or e-mail me at gmmore@lan-inc.com.

Sincerely,

Graham M. Moore, P.E.
Associate

EXHIBIT A - DACY LANE

SUMMARY FEE PROPOSAL

<u>Rate Schedule</u>	
Project Manager	\$ 170.00
Senior Engineer	\$ 155.00
Project Engineer	\$ 130.00
CADD Operator	\$ 100.00
Graduate Engineer (EIT)	\$ 95.00
Admin/ Clerical	\$ 75.00

Construction Administration	\$111,805.00
Inspection	\$141,570
Expenses	\$1,221
TOTAL COST	\$254,596.00

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use, completion or modification. This document should be adapted to the particular circumstances of the contemplated Project and the applicable laws of the jurisdiction in which the professional services for the Project are to be performed

**WORK AUTHORIZATION BASED UPON
MASTER AGREEMENT
BETWEEN
OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS A WORK AUTHORIZATION made as of July 21, 2010, between Hays County, Texas ("OWNER") and Lockwood, Andrews & Newnam, Inc. ("ENGINEER") and is governed by all provisions of the OWNER-ENGINEER MASTER AGREEMENT dated February 17, 2009.

OWNER intends to re-construct Dacy Lane between Goforth Road and Beebee Road into a 4-lane roadway with a bridge structure over the Bunton Branch tributary and culverts for the unnamed tributary. The work authorization covers construction administration, inspection and project management/coordination (the "Project").

OWNER AND ENGINEER in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional engineering services by ENGINEER with respect to the Project and the payment for those services by OWNER as set forth below and in the Master Agreement between the parties dated February 17, 2009. Execution of the Work Authorization by ENGINEER and OWNER constitutes OWNER's written authorization to ENGINEER to proceed on the date first above written with the first phase of the Basic Services described in Section 2 of the Master Agreement and as further set forth in Exhibit A, "Further Description of Basic Engineering Services and Related Matters" ("Exhibit A") of this Work Authorization and in the other exhibits listed in Section 9 of the Master Agreement and as designated below. This Work Authorization will become effective on the date first above written.

SECTIONS 1-8—AS IDENTIFIED IN MASTER AGREEMENT

SECTION 9—EXHIBITS AND SPECIAL PROVISIONS

Sections 9.1.1 - 9.1.4 as identified in Master Agreement.

9.1.5 Exhibit A, "Further Description of Basic Engineering Services and Related Matters," consisting of 2 pages.

9.1.6 Exhibit B, "Payments to Engineer for Services and Reimbursable Expenses," consisting of 2 pages.

9.1.7 Exhibit C, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative," Not Used.

9.1.8 Exhibit E, "Construction Cost Limit," Not Used.

9.1.9 Exhibit I, "Special Provisions," Not Used

9.2 As identified in Master Agreement.

9.3. This Work Authorization (consisting of pages 1 to 2, inclusive and the Exhibits identified above), becomes part of the Master Agreement between OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

By: _____

Title: _____

Address for giving notices:

ENGINEER:

By: Brian D. Rice, PE

Title: Vice President

Address for giving notices:

400 W. Hopkins, Suite 203

San Marcos, TX 78666

This is **EXHIBIT A**, consisting of 2 pages, referred to in the **Agreement between OWNER and ENGINEER for Professional Services**, dated July 21, 2010.

Initial:
OWNER _____
ENGINEER _____

Further Description of Basic Engineering Services and Related Matters

Sections 2, 3, 4 and 5 of the Master Agreement are amended and supplemented and the time periods for the performance of the Basic Services as indicated in Section 5 of the Master Agreement are established, all as indicated below:

SECTION 2—BASIC SERVICES OF ENGINEER

A2.0 General.

The Basic Services are premised on the following general scope of professional services:

The work to be performed under this contract shall consist of providing construction administration and inspection services in support of the reconstruction of Dacy Lane from Goforth Road to Bebee Road. LAN is proposing to subcontract the inspection services to WMT Construction Management Services. The construction project has been executed between the County and Capital Excavation. The contract has a maximum anticipated duration of eighteen (18) months. The construction administration and inspection services are based on this same anticipated time frame.

SECTION 2—BASIC SERVICES OF ENGINEER

A2.5. Construction Phase.

A2.5.15. During the Construction Phase ENGINEER shall:

CONSTRUCTION ADMINISTRATION SERVICES

1. Pre-construction meeting
2. Review of submittals / shop drawings
3. Review and respond to Contractor prepared RFIs
4. Bi-weekly site visit for construction observation (assumes 18-month construction duration)
5. Site visit specifically for bridge construction (2 visits by Engineers from Dallas)
6. Monthly construction coordination meeting
7. Change order review
8. Prepare record drawings
9. Project close-out

CONSTRUCTION INSPECTION SERVICES

1. Oversight and inspection of roadway and bridge components of project (utility inspection to be provided by the City of Kyle)
2. Coordinate with Contractor for project scheduling purposes
3. Oversight coordination of testing lab sampling and testing (testing to be provided by Contractor)
4. Review and make recommendations on Contractor pay applications
5. Report to LAN on issues as they arise
6. Provide weekly project status report
7. Provide documentation of events and digital photographs in the field
8. Notify appropriate personnel upon recognition of deficiencies
9. Attend Contractor's weekly progress meetings and client's monthly progress meetings

ADDITIONAL DRAINAGE DESIGN SERVICES

1. Evaluate existing contributable drainage to culvert immediately east of Dacy Lane under Goforth Road.
2. Prepare design report for culvert replacement under Goforth Road.
3. Prepare design drawings for culvert replacement.

DELIVERABLES

1. Monthly progress reports.
2. Record Drawings.

SERVICES NOT INCLUDED IN THE SCOPE OF WORK:

1. Resident Project Representative services
2. Materials testing services

SECTION 3—ADDITIONAL SERVICES OF ENGINEER

None.

SECTION 4—OWNER'S RESPONSIBILITIES

None.

This is **EXHIBIT B**, consisting of 2 pages, referred to in the **Agreement between OWNER and ENGINEER for Professional Services**, dated July 21, 2010.

Initial:
OWNER _____
ENGINEER _____

Payments to ENGINEER for Services and Reimbursable Expenses

Section 6 of the Master Agreement is amended and supplemented to include the following agreement of the parties:

Rate Table Method of Payment

SECTION B6—PAYMENTS TO ENGINEER

B6.1. Methods of Payment for Services and Expenses of ENGINEER.

B6.1.1. For Basic Services. OWNER shall pay ENGINEER for Basic Services as follows:

B6.1.1.1. General. An amount equal to ENGINEER's rates as indicated the in table below for all services performed or furnished by principals and employees engaged directly on the Project.

B6.1.1.2. Resident Project Representative Services. NOT USED.

B6.1.1.3. Operational Phase Services. NOT USED.

B6.1.1.4. ENGINEER's Consultants. For services of ENGINEER's Consultants engaged to perform or furnish Basic Services, the amount billed to ENGINEER therefor times a factor of 1.10.

B6.1.1.5. Maximum not to Exceed Amount. ENGINEER's maximum not to exceed amount that may become payable for Basic Services pursuant to paragraphs B6.1.1.1 through B6.1.1.4 inclusive is \$254,596. ENGINEER shall receive compensation for all Basic Services furnished or performed under this Agreement, calculated as set forth in paragraphs B6.1.1.1 through B6.1.1.4 above. If it becomes evident to ENGINEER at any time that the maximum not to exceed amount it to be exceeded, then the ENGINEER shall notify the OWNER and discuss possible remedies.

B6.1.2. For Additional Services. OWNER shall pay ENGINEER for Additional Services as follows:

B6.1.2.1. General. For services of ENGINEER's principals and employees engaged directly on the Project

performed or furnished pursuant to paragraph 3.1 or 3.2 (except services as a consultant or witness under paragraph 3.1.17), an amount equal to ENGINEER's rates as indicated in table below.

B6.1.2.2. ENGINEER's Consultants. For services of ENGINEER's Consultants performed or furnished pursuant to paragraph 3.1 or 3.2, the amount billed to ENGINEER therefor times a factor of 1.1.

B6.1.2.3. Cost-Plus or Incentive Savings Construction Contracts. NOT USED.

B6.1.2.4. Several Prime Contracts. NOT USED.

B6.1.2.5. Serving as a Witness. NOT USED.

B6.1.3. For Reimbursable Expenses. OWNER shall pay ENGINEER for the following categories of Reimbursable Expenses such as:

Mileage to the construction site.
Reproduction of plans for use by the Contractor or OWNER.

The amount payable for Reimbursable Expenses will be the charge actually incurred by or the imputed cost allocated by ENGINEER therefor times factor of 1.10.

B6.1.4. Rate Table. The following rate table shall be used for this work authorization. Salary Costs means salaries and wages (basic, premium and incentive) paid to personnel plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto.

The principals of ENGINEER and the imputed current hourly Salary Costs of such principals are as follows:

<u>Principal (name and title)</u>	<u>Imputed Hourly Rates</u>
<u>Project Manager</u>	<u>\$170.00</u>
<u>Senior Engineer</u>	<u>\$155.00</u>
<u>Project Engineer</u>	<u>\$130.00</u>
<u>CADD Operator</u>	<u>\$100.00</u>
<u>Graduate Engineer (EIT)</u>	<u>\$95.00</u>
<u>Admin/Clerical</u>	<u>\$75.00</u>
<u>Inspector (WMT Rate)</u>	<u>\$60.50</u>

The rate table shall be applied in determining compensation payable to ENGINEER.

B6.2. Other Provisions Concerning Payments.

B6.2.1. The portion of the amount billed for ENGINEER's services which is related to services rendered will be based on actual time spent times the rate table listed above.

B6.2.3. *Payments upon Termination.*

B6.2.3.4. In the event of termination during any phase of the Basic Services, ENGINEER will be paid for services performed or furnished in accordance with this Agreement during that phase on the basis of ENGINEER's the Rate Table times the actual time spent on the project for services performed or furnished during that phase to date of termination by ENGINEER's principals and employees engaged directly on the Project.

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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: Approving further departmental reorganization for the Development Services Division of the Resource Protection, Transportation, and Planning (RPTP) Department, approving the new and/or revised job descriptions, and authorizing Human Resources to post the positions.

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

PREFERRED MEETING DATE REQUESTED: August 3, 2010

AMOUNT REQUIRED: N/A

LINE ITEM NUMBER OF FUNDS REQUIRED: N/A

REQUESTED BY: Jerry Borcharding, Director, RPTP
 Lisa Wright, Deputy Director, Development Service

SPONSORED BY: Judge Sumter

SUMMARY:

Background: On July 22, 2010, the Commissioners Court approved in theory a further reorganization of the Resource Protection, Transportation, and Planning (RPTP) Department to create a Natural Resources Program under the Development Services Division under which all current and future environmental compliance and conservation staff members will operate. The Court directed staff to place the item on a future agenda for formal approval and post the new/revised positions.

Possible Actions: Consider approval of the new and/or revised job descriptions for Natural Resources Program Manager and Environmental Compliance Specialist and authorize Human Resources to post said positions.

Attachments: Job descriptions.

HAYS COUNTY JOB DESCRIPTION

Job Code: 1029
Grade: 112
FLSA: Exempt
Safety Sensitive

Prepared by: Human Resources and Development Services
Date Prepared: September 2007
Date Revised: 07/10

ENVIRONMENTAL COMPLIANCE SPECIALIST Development Services Division (Resource Protection, Transportation, and Planning)

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Under limited supervision and using comprehensive knowledge, reviews and inspects plans and specifications of proposed land developments, construction sites, and businesses to ensure compliance with environmental and engineering codes, ordinances, and regulations in Hays County.

Responsibilities

- Reviews and analyzes plans and specifications by applying knowledge of general construction practices and methods, erosion and sedimentation control methods and strategies, water quality and drainage theory.
- Investigates and studies drainage complaints and responds as necessary.
- Coordinates with contractors, engineers, owners, and other stakeholders to resolve issues and assist in ensuring compliance of development projects with environmental regulations; coordinates County activities and projects with local and regional watershed and environmental groups.
- Inspects permitted land development and construction sites for compliance with environmental protection regulations.
- Performs site investigations and evaluates best management practices for erosion and sedimentation control and tree preservation and for compliance with landscape and tree ordinances.
- Performs final inspections of drainage facilities and other site improvements.
- Identifies locations of environmentally sensitive resources.
- Provides technical assistance and education to citizens, community, and special interest groups, and developers on environmental and engineering codes, requirements, and regulations.
- Serves as the project manager for master drainage studies and assists in the development of County stormwater management plans.
- Provides testimony for enforcement cases.
- Issues directives and initiates enforcement actions for non-compliance with environmental and drainage regulations.
- Coordinates County MS4 reporting requirements.
- Any other duties as assigned that will assist in the successful completion of Division objectives and goals.

Required Knowledge

- Knowledge of Hays County Development Services regulations, policies, and procedures.
- Knowledge of related federal, state, and local ordinances and laws.
- Knowledge of official state and local boundary maps.
- Knowledge of the principles of hydrology, storm water management, sediment control, and construction plan review.
- Knowledge of local geology, soils, vegetation, and ecology.
- Knowledge of Hays County subdivision regulations, parcel surveys, and subdivision plats.

Required Skill

- Skill in reading, understanding, and interpreting related federal, state, and local laws.
- Skill in conducting inspections, surveys, and investigative research and studies.
- Skill in analyzing and interpreting environmental issues, including erosion, sedimentation, storm water, and other related issues.
- Skill in technical and scientific report preparation.
- Skill in utilizing tools and equipment used in environmental inspections, including personal desktop and laptop computers, video camera, digital camera, DVD player, GPS equipment, and cell phone.
- Skill in establishing and maintaining effective working relationships with supervisors, co-workers, contractors, other agencies and organization, and the public.

Education and/or Experience

- Bachelor's degree in Civil, Environmental, or Agricultural Engineering, Environmental, Life, or Natural Science, or a related field.
- Two years experience conducting environmental inspections and studies.

Other Qualifications, Certificates, Licenses, Registrations

- Texas driver's license.

Supervision

Generally none.

Guidelines

The Environmental Compliance Specialist must work in strict adherence to instructions, using judgment in selecting the proper procedures for application to specific problems. This position must have a strong work ethic, must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude.

Emotional Demands

The Environmental Compliance Specialist uses judgment in interpreting and adapting guidelines. This employee uses these guidelines for application to specific cases and problems. The Environmental Compliance Specialist meets with contacts in a structured setting at Hays County locations. The contacts are generally cooperative.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use his/her hands to finger, handle, or feel.
- Reach with hands and arms.
- Talk.
- Hear.
- Required to lift and/or move up to 50 pounds.
- Occasionally required to climb or balance, stoop, kneel, crouch, or crawl, and taste or smell.
- Occasionally stand and walk through rough terrain.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment

While performing the duties of this job, the employee is frequently exposed to outside weather conditions. The employee regularly travels to various inspection sites, and is occasionally exposed to moving mechanical parts; high, precarious places; fumes or airborne particles; toxic or caustic chemicals; explosives; uneven terrain; agitated and/or violent individuals; environmental hazards; animals; infectious

diseases; stressful or high risk conditions; and risk of radiation. The noise level in the work environment is usually moderate to loud.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

Employee Signature

Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

HAYS COUNTY JOB DESCRIPTION

Job Code:
Grade: 114
FLSA: Exempt
Safety Sensitive

Prepared by: Human Resources and Development Services
Date Prepared: February 2010
Date Revised: 7/10

NATURAL RESOURCES PROGRAM MANAGER Development Services Division (Resource Protection, Transportation, and Planning)

Essential functions, as defined under the Americans with Disabilities Act, include the responsibilities, knowledge, skills, and other characteristics listed below. This list of responsibilities is ILLUSTRATIVE ONLY, and is not a comprehensive listing of all functions and tasks performed by positions in this class. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Summary

Under limited supervision, oversees and performs a wide variety of environmental functions protecting the natural resources and public safety in Hays County related to storm water/drainage issues, environmental conservation, and water quality.

Responsibilities

- Assist the Deputy Director in developing procedures that result in more effective operation of the division as it relates to natural resource conservation and protection and assist the Deputy Director in the preparation of the annual budget to administer such programs.
- Assist in the hiring, dismissal, and evaluation of program staff; assist with interpretation and application of appropriate regulations; assure that employees are exposed to all of the information they need to perform all facets of their duties; guide and develop employees in the accomplishment of their duties and professional growth; train staff at all levels in environmental issues and responsibilities. Interpret and enforce County development regulations and procedures relating to natural resource conservation and protection; review subdivision plats, drainage submittals, road construction specifications, and other information to determine compliance with local and state development regulations; assist in the review of floodplain submittals; make recommendations to improve proposed developments and assist applicants in complying with rules and regulations. Interpret federal, state, and local regulations; propose solutions or alternatives to development problems; participate in environmental education; promote and raise awareness, at all levels of the County of the impact of emerging environmental issues, whether legislative or best practice, on ethical and social responsibility.
- Oversee field inspections and interact with citizens, property and business owners, and contractors to resolve questions and/or problems.
- Develop, coordinate, and implement County-wide environmental policies, procedures, and programs; -monitors existing County programs to ensure compliance with federal, state, and local regulations.
- Take the lead in policy development analysis, including advising the Deputy Director and Commissioner's Court on major changes needed in procedures, policies, or regulations; provide technical advice and assistance to Commissioners Court, other departments, County citizens, and key stakeholders.
- Coordinate environmental programs and policies with legal staff to develop and implement strategies to obtain County objectives; facilitate closure of litigated cases.
- Attend or conduct public meetings or hearings that require a high level of representation to address issues or to present sensitive material; undertake active conflict resolution with members of the public; serve as liaison for interdepartmental and interagency issues and projects.
- Provide applicable technical information to GIS Program Manager for inclusion in GIS database.
- Any other duties as assigned that will assist in the successful completion of Division objectives and goals.

Knowledge Required

- Knowledge of Hays County Development Services Division regulations, policies, and procedures.

- Knowledge of Hays County Subdivision & Development Regulations.
- Knowledge of federal, state, and local environmental standards.
- Knowledge of general GIS techniques, equipment, and methods.
- Thorough knowledge of conservation management.
- Ability to coordinate programs with state agencies,
- Ability to formulate long ranges goals and develop organizational and operational plans for their accomplishment.
- Ability to conduct effective public meetings.

Required Skill

- Skill in reading, understanding, and interpreting federal, state, and local environmental laws.
- Skill in performing subdivision and site plan review for environmental/drainage/floodplain issues.
- Skill in supervising employees.
- Skill in overseeing and performing storm water site inspections.
- Skill in reviewing engineering plans.
- Skill in reading various types of maps and plats, such as flood plain maps, property ownership maps, and topographic maps
- Skill in operating various equipment, such as personal computers, digital scanners, calculators, and digital cameras.
- Skill in establishing and maintaining effective working relationships with supervisors, co-workers, vendors, outside agencies, and the public.

Education and/or Experience

- Graduation from an accredited four-year college or university with major course work in a field related to Environmental Science, Life Science, Biology, Chemistry, Engineering, Landscape Architecture, Public Administration, Business Administration, or Planning, plus six (6) years of experience in a related field, two(2) years of which was in a lead or supervisory capacity. Masters degree may substitute for experience up to two (2) years.

Other Qualifications, Certificates, Licenses, Registrations

- As required in related area.
- Texas driver's license.
- Floodplain Manager certification preferred.

Supervision

Supervises all natural resources/conservation staff. These responsibilities include assisting with recruiting, interviewing, selecting, and training Program personnel; and preparing work schedules. Guides and develops employees in the accomplishment of their duties and professional growth.

Guidelines

The Natural Resources Program Manager uses judgment in interpreting and adapting guidelines such as Hays County policies, state and federal regulations, established precedents, and work directions. This employee uses these guidelines for application to specific cases and problems. The Natural Resources Program Manager must analyze the results and recommend changes. This position must have a strong work ethic. The Natural Resources Programs Manager must follow directions, meet deadlines, have good attendance, be punctual, keep promises, be reliable, and have a proper attitude.

Emotional Demands

The Natural Resources Program Manager uses judgment in interpreting and adapting guidelines. This employee uses these guidelines for application to specific cases and problems.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

While performing the duties of this job, the employee is regularly required to:

- Use his/her hands to finger, handle, or feel.
- Reach with hands and arms.

- Talk and hear.
- Frequently required to stand and walk.
- Occasionally lift and/or move up to 40 pounds.
- Specific vision abilities required by this job include close vision and the ability to adjust focus.
- Work in the field, including during inclement weather.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee regularly works in a normal office setting. The employee sometimes travels to various inspection sites, and is occasionally exposed to health or physical hazards at those sites, such as open pits and uneven terrain.

Acknowledgement

I agree that I am able to satisfactorily perform the essential duties listed above with or without an accommodation. I understand the satisfactory performance of the essential duties in this job description is a condition of my employment. I agree to follow the instructions of my supervisor within the constraints of the law and will perform additional duties to the best of my ability when instructed to do so.

I acknowledge the receipt of the current Hays County Personnel Policy Manual, which outlines my privileges and obligations as an employee. I acknowledge that the provisions of the Personnel Policy are terms and conditions of my employment and I agree to abide by them. I accept responsibility for reading and familiarizing myself with the information in the manual. It is understood that any changes to this policy will be communicated to me in writing. I agree to return the manual to my supervisor if I leave the employ of Hays County.

I further understand that my employment is terminable at will so that both Hays County and its employees remain free to choose to end the employment relationship at any time for any reason or no reason.

I fully understand that I may be granted compensation time in lieu of payment of overtime to the extent provided by law. I also understand that my supervisor can instruct me to take compensation time.

Employee Signature

Date

List any and all accommodations that are needed to satisfactorily perform the essential functions of this position:

